

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD AGENDA
Lebanon School District Office
485 S. 5th St. Lebanon, OR 97355
November 13, 2014**

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:** Hamilton Creek/Geno Bates
2. **Information:** School Gardens (Enclosure C-2)
3. **Information:** Opportunity Conference (Enclosure C-3)

D. PURSUING EXCELLENCE

1. **Report:** Hamilton Creek School Report/Geno Bates (Enclosure D-1)
2. **Report:** Beyond LHS/Kim Fandino (Enclosure D-2)

E. GENERAL BUSINESS

1. **Action:** Approve 2nd Reading of Policies: (Enclosure E-1)
 - **JECF** – Interdistrict Transfer of Resident Students
2. **Action:** Appoint Two Board Members to Serve on Licensed Bargaining Team
3. **Action:** Approve Policies on 1st Reading (Enclosure E-3)
 - **EBB** – Integrated Pest Management
 - **EEA** – Student Transportation Services
 - **EEACA** School Bus Driver Examination and Training
 - **EFA** – Local Wellness Program
 - **EFAA** – District Nutrition and Food Services
 - **IBGA** – Electronic Communications System
 - **JHCD** – Nonprescription Medication
 - **JHCDA** – Prescription Medication
 - **LBE** – Public Charter Schools
4. **Information:** Revised Policy AR's (Enclosure E-4)
 - **DJC-AR** – Special Procurements and Exemptions from Competitive Bidding
 - **EFA-AR** – Local Wellness Program
 - **EFAA-AR** – Reimbursable School Meals and Milk Programs
 - **IIBGA-AR** – Electronic Communications System
 - **JHCD/JHCDA-AR** – Nonprescription/Prescription Medication
 - **KL-AR** – Public Complaint Procedure
 - **LBE-AR** – Public Charter Schools

F. FINANCE

1. **Information:** Financial Report (Enclosure F-1)
2. **Action:** Resolution 1415-02 Securities and Exchange Commission's "Municipalities Continuing Disclosure Cooperation Initiative" (Enclosure F-2)
3. **Action:** Approve 2015-2016 Budget Calendar (Enclosure F-3)

G. HUMAN RESOURCES

H. OPERATIONS

I. CONSENT AGENDA

1. **Action:** Approve October 9, 2014 Board Minutes (Enclosure I-1)
2. **Action:** Approve reclassification of Lisa Borden from School Assistant to Secretary.
3. **Action:** Approve reclassification of Shari Hoff from Secretary to Administrative Assistant.
4. **Action:** Approve reclassification of Marion "Art" Boykin from Maintenance to Limited Building Maintenance Electrician.
5. **Action:** Approve Leave of Absence for Heather Kenyon, School Assistant, Seven Oak for the rest of the 2014-15 school year.

J. BOARD OF EDUCATION TIME/DISCUSSION

December 11, 2014	6:00 p.m./District Office Board Room	Regular Board Meeting
January 8, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting
February 12, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting

K. BOARD COMMUNICATION

L. SUPERINTENDENT COMMUNICATION

M. 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.



Oregon Department of Education

John A. Kitzhaber, MD, Governor

Office of Learning | Student Services

255 Capitol St NE

Salem, OR 97310

Voice 503-947-5600

Fax 503-378-5156

Hello Mr. Hess and Mr. Noss,

I wanted to drop you a note to let you know how impressed I am with your school gardens, and how well it's integrated with curriculum and nutrition services.

I've had the pleasure of working with your Nutrition Services department for years as a neighboring Nutrition Service Director in Dallas, Albany and Eugene. I worked with Pam Lessley and saw how she was truly a leader in the State in getting school garden produce into the cafeteria. You would be surprised how little this happens across the State. I toured your gardens a few years ago during an ODE sponsored school garden tour of the valley, and was introduced to Rick George, further impressing me with a thriving school garden operation.

You really need all three components in order to have a successful school garden operation: The garden; the cafeteria; and teachers integrated with the garden. We've found that JUST having a stand-alone garden is nice, but having it integrated with the curriculum and cafeteria truly makes the operation thrive and be meaningful. When students follow a seed through the growing process all the way to the cafeteria, we find that students eat healthier and make healthier choices in selecting fresh fruits and vegetables.

I've been in my current role of Farm to School / School Garden Coordinator for the past two years now. Any time I need to show someone or tour a very successful school district that has an outstanding program, Lebanon is usually first on my list. Mr. George has been able to speak at our first annual school garden summit last year, reaching over 220 school garden folks across the state, and is scheduled to speak with me at this year's Oregon School Board Association convention in November.

Also, Angie has continued to keep up the good work that Pam started in the cafeteria by working closely with Rick and Sheryl of Growing Seeds of Change.

Sincerely,

Rick Sherman
Oregon Department of Education
Farm to School/School Garden Coordinator

(Enclosure C-2)



Ryan Noss <ryan.noss@lebanon.k12.or.us>

Opportunity Conference Paves Pathways Out of Poverty

1 message

Dr. Nancy Golden <kristin.gimbel@state.or.us>
 Reply-To: "Dr. Nancy Golden" <kristin.gimbel@state.or.us>
 To: ryan.noss@lebanon.k12.or.us

Fri, Oct 24, 2014 at 12:01 PM

The Oregon Education Investment Board, chaired by Governor Kitzhaber and led by the Chief Education Officer, is building a seamless system for delivering public education from birth to college & career so that each Oregon student has access to high quality education and boundless opportunities for the future.

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OEIB Bulletin - October 24, 2014



From the Desk of the Chief Education Officer

Nearly one in four Oregon children live in poverty and more than half receive free and reduced lunch. These numbers are on the rise. I believe we have a moral obligation and a collective responsibility to help support families so that students can come to school ready to learn.

I recently participated in a powerful conference, one rooted in equity and a belief that each community member should have an opportunity to achieve their dreams. Convened by the Lebanon School District, the *Opportunity Conference* brought together parents experiencing poverty, particularly those whose children were chronically absent, and community members who wanted to help.

A committee convened by the School District invited *Neighbors*, defined by families at risk in some way, and *Navigators*, community members who committed to being a mentor,

friend and advocate to the *Neighbors* for a year. Throughout the daylong conference, this community of *Neighbors* and *Navigators* discussed first change was possible, that they could break the cycle of poverty and that the community cared deeply about helping them along the way. According to research, relationships are one of the most crucial factors in breaking the cycle of poverty.

Over the next year, the *Navigators* will support and empower *Neighbors*. Next fall, another Opportunity Conference will convene for participants to celebrate success and welcome a new class of *Neighbors*.

I have attended many conferences that share the latest data and best practices in engaging families. What impressed me about Lebanon's Opportunity Conference is that it actually equips and supports families to find a path out of poverty.

Reducing the number of chronically absent students and eliminating barriers to ensure that students come to school ready to learn are two of the most critical investments we can make in our children. Lebanon School District is demonstrating how our powerful collective responsibility to these goals can be put into action.



**SCHOOL IMPROVEMENT PLAN Goal: Hamilton Creek
Literacy 2014-15 Updated on 11/06/14**

<i>2013-14 OAKS Performance</i>	<i>Level</i>	<i>Percent or Percentile</i>	<i>Growth Target</i>	<i>2013-14 SB Performance Target</i>	<i>Level</i>	<i>Percent or Percentile</i>	<i>Growth Target</i>
Academic Achievement	4	80%	N/A	Academic Achievement	4	85%	N/A
Academic Growth	4	55%ile	20%ile	Academic Growth	4	55%ile	17%ile
<u>Subgroup Growth:</u> Econ Disadvantage	4	51%ile	23%ile	<u>Subgroup Growth:</u> Econ Disadvantage	4	56%ile	30%ile
SPED	4	69%ile	59.5%ile	SPED	3	73%ile	64%ile
Hispanic/Latino	N/A	50%ile	41%ile	Hispanic/Latino	4	55%ile	50%ile

Grade	% by:	% BM			% Strat.			% Int.			Target % BM		Target % Strat		Target % Int	
		Fall	Win	Spr.	Fall	Win	Spr.	Fall	Win	Spr.	Win	Spr.	Win	Spr.	Win	Spr.
	easyCBM															
K	Risk	24			31			45								
1	Risk	55			35			10								
2	Risk	25			30			45								
3	Risk	26			45			29								
4	Risk	58			22			20								
5	Risk	34			54			12								
	MAPS															
6	Risk	41			22			37								
7	Risk	38			29			34								
8	Risk	39			15			41								

Desired percentages: Benchmark – 80%, Strategic – 15%, Intensive – 5%

SMART Goal: For the 2014-2015 school year, 70% (50 out of 71) of the number of students at Hamilton Creek School that are in the "High Risk" category on the Fall EasyCBM(k-5) & MAPS (6-8) Reading assessment will be at "Some Risk" or "Low Risk" on the spring 2015 EasyCBM or MAPS assessment.

(Enclosure D-1)

Strategies	Timeline	Staff Responsible	Resources Needed	Results	Next Steps
Curriculum/Instruction Most teachers will use the core Literacy curriculum for a minimum of 90 minutes for Core instruction on a daily basis.	Daily	Teachers	Harcourt Curriculum		
Teachers (k-5) will utilize close reading strategies using the Studies Weekly social studies curriculum	Weekly	Teachers (k-5)	Studies Weekly		
Staff will become knowledgeable about the CCSS shifts, learn and apply standards to their curriculum and instruction. Learning targets will be posted and referred to for each lesson	On going	Principal, Teacher(s),	Common Core State Standards documents Website resources, District grade level trainings		
Teachers will create ambitious grade level goals for Winter and Spring in Literacy and review at All School Data Mtg. three times a year.	Oct. Jan. March	Grade level teams	Smarter Balance data, easyCBM data, MAP data		
Grade level teams meet together as a PLC to plan CCSS lessons, discuss strategies, and create common assessments and rubrics to align grade level instruction	Weekly	PLC teams	Core literacy materials		
The Building Literacy Team (BLT) will meet monthly to plan and guide the building's literacy work and review student achievement and team goals	Nov. Dec. Jan. Feb. Apr. May	Principal, RTI Leader, Title Teacher, Sped Teacher	Smarter Balance data, Report Card, EasyCBM data,		
PLC team will meet monthly to analyze data using easyCBM benchmarking, progress monitoring, screeners and diagnostic data to determine appropriate placement of students into small groups and intervention groups for reading instruction for students identified as strategic or intensive.	K-8 1 st Wednesday of the Month	Principal, PLC Leader, Title, Sped, teachers	Smarter Balance , Easy CBM, MAP data, RTI paperwork,		
Teachers will support students in developing student goals, communicating those goals to families and reviewing/adjusting those goals before and after each assessment period	quarterly	Teachers	Student Goals record sheet		
Staff Development A team will attend the RTII conference in the fall	2 days	Principal, Title 1, 3 teachers	Conference fee, trans. (Title I)		

IA Training in intervention curriculum	2 to 3 times per year	Beth Kreder	District ER Wed.		
Parent/Community Involvement Site Council	Monthly	Site Council Chair & Title I Teacher(s)	Meeting time		
Volunteer Coordinator	5hr per month	Principal	50 hours IA time (Title I)		
Family Evening Event centered on a content theme	1 Evening	Title I Teacher	\$1000		
Read At Home program	Monthly	Teachers/PTA	PTA		

SCHOOL IMPROVEMENT BEHAVIOR (PBIS) GOAL
Hamilton Creek School 2014-15 Updated on 11/06/14

	<i>Attendance 13-14</i> <i>G = > 90%</i> <i>Y = 85-90%</i> <i>R = < 85%</i>	<i>Behavior 13-14</i> <i>G = < 3</i> <i>Y = 3-6</i> <i>R = > 7</i>	<i>Attendance Target 14-15</i> <i>G = > 90%</i> <i>Y = 85-90%</i> <i>R = < 85%</i>	<i>Behavior Target 14-15</i> <i>G = < 3</i> <i>Y = 3-6</i> <i>R = > 7</i>
Green Zone	72% of students	81.5% of students	85% of students	85% of students
Yellow Zone	15% of students	12.5% of students	10% of students	10% of students
Red Zone	13% of students	7% of students	5% of students	5% of students

Progress Monitoring

	Attendance			Referrals			Suspensions			Plans		Gender		Age	
	G	Y	R	G	Y	R	In	Out	Exp	CICO	Formal	Boys	Girls	K-5	6-8
Sept	266	18	3	304	4	0	4	2	0	5	2	7	0	6	1
Oct	280	16	12	305	3	0	0	2	0	6	2	8	0	6	2
Nov															
Dec															
Jan															
Feb															
March															
Apr															
May															
June															

Strategies	Timeline	Staff Responsible	Resources	Results	Next Steps
Action 1: PBIS data analyzed and shared monthly with all staff.	• K-8 1 st Wednesday of the Month	Principal & PBIS Leader & team.	SWiS data		
Action 2: PBIS Team members implement identified actions to improve outcomes.	Monthly	Principal, Staff volunteers	PBIS resources as needed		
Action 3: Teachers collect and analyze classroom behavior data and determine students in need of additional support and discuss with grade level team.	Weekly	Teachers in grade level PLC's	Schoolwide behavior system for all students		
Action 4: Teachers bring identified student data to monthly PBIS meeting.	Monthly	Principal, Teachers & PBIS Leader	PBIS paperwork and behavior data		
Action 5: PBIS determines students in need of Yellow Zone interventions (CICO) and reviews data monthly.	Monthly	PBIS Team/ Counselor	PBIS paperwork and CICO student cards and data.		
Action 6: Behavior Team meets bi-weekly to review SWiS data for strategic and intensive students (yellow/red zone) to monitor and adjust plans and communicate with students and families	Bi-weekly	Principal, counselor, behavior specialists (If needed)	SWIS, CICO, attendance, FBAs, and Behavior Plans		
Action 7: Behavior Team determines students in need for Intensive support (FBAs, Behavior Plans, Support plans).	As needed	Principal, counselor, behavior specialists (If needed)	SWIS, CICO, attendance, FBAs, and Behavior Plans		

Action 8: Staff determines quarterly incentive activities for green zone students.	Quarterly	All staff/PBIS Team	Incentive funds and staff support		
Action 9: Update student/parent handbook and provide it for students and parents. This handbook will have specific expectations, discipline referral system, student consequences, and ways parents can support their child to demonstrate positive behavior	August & September 2014	Principal, PBIS Leadership Team	Student/Parent Handbook		
Action 10: Staff will agree upon behavior expectations that will be consistently reinforced in all settings of the school. The staff will meet as one group in August and early September to agree upon these expectations.	August & September 2014	Principal	Handbook.		
Action 11: Implement the Second Step Curriculum	2014-2015 School Year	Grade level teachers			
Action 12:					
Action 13:					
Action 14:					

**SCHOOL IMPROVEMENT PLAN Goal: Hamilton Creek
Math 2014-15 Updated on 11/06/14**

<i>2013-14 OAKS Performance</i>	<i>Level</i>	<i>Percent or Percentile</i>	<i>Growth Target</i>		<i>2013-14 SB Performance Target</i>	<i>Level</i>	<i>Percent or Percentile</i>	<i>Growth Target</i>
Academic Achievement	3	53%ile	N/A		Academic Achievement	4	65%ile	N/A
Academic Growth	4	44%ile	42%ile		Academic Growth	5	50+%ile	35%ile
<u>Subgroup Growth:</u> Econ Disadvantage	2	63%ile	52%ile		<u>Subgroup Growth:</u> Econ Disadvantage	5	68%ile	60%ile
SPED	1	35%ile	78.5%ile		SPED	3	45%ile	80%ile
Hispanic/Latino	N/A	56%ile	68%ile		Hispanic/Latino	5	60%ile	70%ile

Grade	% by:	% BM			% Strat.			% Int.			Target % BM		Target % Strat		Target % Int	
		Fall	Win	Spr.	Fall	Win	Spr.	Fall	Win	Spr.	Win	Spr.	Win	Spr.	Win	Spr.
	easyCBM															
K	Risk	25			46			29								
1	Risk	19			55			26								
2	Risk	25			30			45								
3	Risk	30			35			35								
4	Risk	49			27			24								
5	Risk	30			29			41								
	MAPS															
6	Risk	36			32			32								
7	Risk	52			24			24								
8	Risk	42			18			40								

Desired percentages: Benchmark – 80%, Strategic – 15%, Intensive – 5%

SMART Goal: For the 2014-2015 school year, 70% (49 out of 70) of the number of students (k-5) at Hamilton Creek School that are in the "High Risk" category on the Fall EasyCBM Math assessment will be at "Some Risk" or "Low Risk" on the spring 2015 EasyCBM assessment.

(Enclosure D-1)

<i>Strate</i>	<i>Timeline</i>	<i>Staff Responsib</i>	<i>Resources Needed</i>	<i>Results</i>	<i>Next St</i>
Curriculum/Instruction All teachers will use the core Math curriculum (Engage NY for K-5 and Focus Oregon for 6-8) for a minimum of 75 minutes for Core instruction on a daily basis.	Daily	Teachers Title	Core Math Curriculum		
Teachers (k-5) will utilize Kim Sutton, Digging into Math, and IXL as a supplement for math support.	Daily	Teachers/Title staff and SPED staff (k-5)	Kim Sutton, Digging into Math, IXL		
Staff will become knowledgeable about the CCSS shifts, learn and apply standards to their curriculum and instruction. Learning targets will be posted and referred to for each lesson.	On going	Principal, Teacher(s),	Common Core State Standards documents Website resources, District grade level trainings		
Teachers will create ambitious grade level goals (SMART Goals) and review at All School Data Mtg. three times a year	Oct. Jan March	Grade level teams/Title	Smarter Balance data, easyCBM data, MAPS data		
Grade level teams meet together as a PLC to plan CCSS lessons, discuss strategies, and identify common assessments and rubrics to align grade level instruction	Weekly	PLC teams	Engage NY materials		
The RTI team will meet monthly to analyze data using easyCBM(k-5) & MAPS(6-8) benchmarking, progress monitoring, screeners and diagnostic data to determine appropriate placement of students into small groups and intervention groups for math instruction for students identified as strategic or intensive.	K-8 1 st Wednesday of the Month	Principal, RTI Leader, Title, Sped, teachers	Smarter Balance, Easy CBM, MAPS data, RTI paperwork,		
Professional Development: Teachers will meet monthly with district wide grade level teams to align EngageNY math curriculum and design common formative performance tasks.	Monthly	Grade Level Team Leader	District ER Wednesdays		
Parent Involvement: Teachers will support students in developing student goals, communicating those goals to families and reviewing/adjusting those goals (progress monitored at goal level) before and after each assessment period.	Quarterly	Teachers/Title	Student Goals record sheet		



Hamilton Creek School

32135 Berlin Rd
Lebanon, OR 97355 (541) 451-8574
www.lebanon.k12.or.us

DISTRICT Lebanon Community SD 9
SUPERINTENDENT Robert Hess
PRINCIPAL Dawn Baker
GRADES SERVED K-8

For more report card measures including detailed demographic information visit www.ode.state.or.us/go/RCMeasures

FROM THE PRINCIPAL

Dear Parents and Community Members,

Dear Parents and Community Members,
In the 2013-2014 school year, Hamilton Creek School received a rating of 4 out of 5, when compared to schools with similar demographics, meaning our students are generally performing like or above those at similar schools. The staff at Hamilton Creek works hard to ensure that every child has a positive and enriching learning experience. As a Title I school, our students receive resources designated to provide enrichment and support in literacy and math.

The 2014-2015 school year will be one of transition from the OAKS Assessment to the Smarter Balance Assessment. The Smarter Balance Assessment focuses on testing the Common Core State Standards (CCSS), which will have a strong emphasis

on literacy across all content areas. You can help by monitoring homework, attending parent/teacher conferences, volunteering in our school, and making sure you child has good regular attendance.

We look forward to partnering with you over the coming school year and look forward to every child having an enriching and rewarding experience.
Thank You!!

Principal, Geno Bates

Thank you,

Principal | Dawn Baker

SCHOOL PROFILE

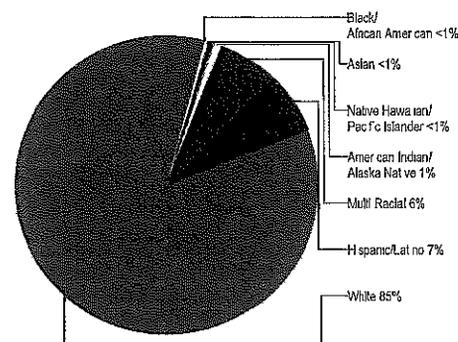
Enrollment 2013-14	311
Change from previous year	+3.7%
Students attending 90% or more of enrolled days	77.9%
Average elementary class size in 2012-13	22.5

Note: a "*" is displayed when the data must be suppressed to protect student confidentiality.

Select Demographics 2013-14	
English Learners	<5%
Economically disadvantaged	64%
Students with disabilities	13%
Number of different languages spoken:	2

Students who have ever been eligible for or participated in a program to acquire academic English.

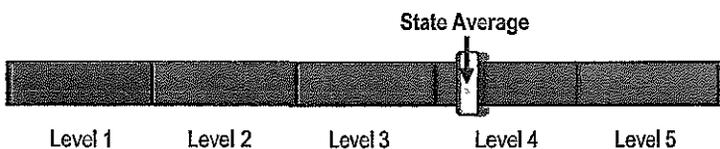
STUDENTS



OVERALL STATE RATING HOW ARE STUDENTS AT THIS SCHOOL PERFORMING COMPARED TO THOSE AT OTHER SCHOOLS?

The overall state rating is intended to summarize this school's particular successes and challenges. It is based on a combination of up to five factors. Three of these factors come from standardized test scores in reading and math: student achievement, student growth, and the growth of underserved subgroups. Please be aware that this rating is based mainly on high-stakes testing and accordingly, represents a limited view of student performance. Other aspects of this report card are designed to put this rating in the proper context.

Compared to all schools statewide in 2013-14, this school is rated as Level 4.



- Level 1 = Falls into the bottom 5% of schools
- Level 2 = Falls between 5% and 15% of schools
- Level 3 = Falls between 15% and 44% of schools
- Level 4 = Falls between 44% and 90% of schools
- Level 5 = Falls into the top 10% of schools

Compared to elementary schools with similar student demographics in 2013-14, this school's rating is about average.



- Below average = Falls into the bottom third of comparison schools
- About average = Falls into the middle third of comparison schools
- Above average = Falls into the top third of comparison schools



Hamilton Creek School

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DISTRICT Lebanon Community SD 9
SUPERINTENDENT Robert Hess
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GRADES SERVED K-8

For more report card measures
including detailed demographic
information visit
www.ode.state.or.us/go/RCMeasures

CURRICULUM & LEARNING ENVIRONMENT WHAT IS THIS SCHOOL DOING TO IMPROVE STUDENT LEARNING AND TO PREPARE STUDENTS FOR THE FUTURE?

SCHOOL READINESS

SCHOOL READINESS

Universal free breakfast
Full-time PE teacher on staff

ACADEMIC SUPPORT

ACADEMIC SUPPORT

Title I reading & math
Special Education program
SMART Reading

ACADEMIC ENRICHMENT

ACADEMIC ENRICHMENT

Battle of the Books
Destination Imagination
Pentagames

EXTRA-CURRICULAR ACTIVITIES/ AFTER SCHOOL PROGRAMS

EXTRACURRICULAR

Science Club
Boys & Girls Club & AYSO provide athletic leagues

Data and information in the Curriculum and Learning Environment section was provided by local schools and districts and was not verified by the Oregon Department of Education.

District: Lebanon Community SD 9
School: Hamilton Creek School

The purpose of the Report Card Rating Details report is to describe the rating methodology and display the data used by the school accountability system to determine the overall school rating that is shown on each school's Report Card. The Oregon Department of Education (ODE) piloted the school accountability system in 2011-2012 to identify Priority, Focus, and Model schools as part of the ESEA Waiver. For more details on the school report cards, please visit the following link: <http://www.ode.state.or.us/go/schoolRC>.

Overall Level: Level 4

<i>Performance Indicator</i>	<i>Level</i>	<i>% of Points Earned</i>	<i>Weight</i>	<i>Weighted Points</i>
Academic Achievement <i>(page 3)</i>	Level 4	70.0%	25	17.5
Academic Growth <i>(page 4)</i>	Level 4	80.0%	50	40.0
Subgroup Growth <i>(page 5)</i>	Level 3	55.0%	25	13.8
Number of Missed Participation Targets* <i>(page 6)</i>	0	NA		
			Totals**	71.3
			Weighted Percent	71.3%

* Schools do not receive points for participation. However, a school's overall Level is lowered by one level for each consecutive year that it did not meet all participation targets, starting in 2012-13.

** Schools may not be eligible for all possible points. Schools are not rated in categories where they do not meet minimum student count requirements.

Level Assignment	Weighted Percent
Level 5	87.0 or above
Level 4	70.0 to 86.9
Level 3	47.0 to 69.9
Level 2	26.5 to 46.9
Level 1	Less than 26.5

Levels are calculated using the percentage of points earned out of the total points eligible. For schools with data on all indicators, the total points possible are:

- 25 for Academic Achievement
- 50 for Academic Growth
- 25 for Subgroup Growth

The total score is matched to the scoring guide above to determine the school's rating.

Federal Reporting Designations	
Received Title I Funds in 2013-14 (Y/N)	Y
ESEA Designation (if any)	

District: Lebanon Community SD 9

School: Hamilton Creek School

The Academic Achievement indicator rating reflects the percent of all students that meet or exceed standards on the state reading and mathematics assessments at all tested grades in the school. Note that, despite their display below, the Academic Achievement indicator rating does not include subgroup data as described in Oregon's ESEA Waiver.

Achievement Level Cutoffs		
Level	Reading	Math
Level 5	87.2 & above	82.3 & above
Level 4	72.0 to 87.1	69.0 to 82.2
Level 3	58.8 to 71.9	49.2 to 68.9
Level 2	49.6 to 58.7	39.3 to 49.1
Level 1	Less than 49.6	Less than 39.3

Reading	Level	2012-13		2013-14		Combined % Met
		Tests	% Met	Tests	% Met	
All Students	Level 4	191	73.3	192	80.2	76.8
Economically Disadvantaged ¹	Level 3	109	69.7	113	73.5	71.6
English Learners ¹	Not Rated	*	*	*	*	*
Students with Disabilities ¹	Level 1	29	31.0	25	32.0	31.5
Underserved Races/Ethnicities ¹	Not Rated	21	57.1	18	66.7	61.5
American Indian/Alaska Native ²	Not Rated	*	*	*	*	*
Native Hawaiian/Pacific Islander ²	Not Rated	*	*	*	*	*
Black/African American ²	Not Rated	*	*	*	*	*
Hispanic/Latino ²	Not Rated	17	52.9	14	71.4	61.3
Asian ¹	Not Rated	*	*	*	*	*
White ¹	Level 4	158	74.7	162	81.5	78.1
Multi-Racial ¹	Not Rated	11	81.8	11	81.8	81.8

Math	Level	2012-13		2013-14		Combined % Met
		Tests	% Met	Tests	% Met	
All Students	Level 3	191	57.1	192	53.1	55.1
Economically Disadvantaged ¹	Level 2	109	45.9	113	40.7	43.2
English Learners ¹	Not Rated	*	*	*	*	*
Students with Disabilities ¹	Level 1	29	20.7	25	8.0	14.8
Underserved Races/Ethnicities ¹	Not Rated	21	38.1	18	38.9	38.5
American Indian/Alaska Native ²	Not Rated	*	*	*	*	*
Native Hawaiian/Pacific Islander ²	Not Rated	*	*	*	*	*
Black/African American ²	Not Rated	*	*	*	*	*
Hispanic/Latino ²	Not Rated	17	35.3	14	42.9	38.7
Asian ¹	Not Rated	*	*	*	*	*
White ¹	Level 3	158	60.8	162	56.2	58.4
Multi-Racial ¹	Not Rated	11	36.4	11	27.3	31.8

- These data are not part of the achievement rating but are included to provide additional information on subgroup performance
- Included in the Underserved Races/Ethnicities subgroup.

*a notes:

- Rated Subgroup did not meet minimum size requirement in order to receive a rating.
- * Fewer than 6 students tested in the last two years combined
- >95.0 Greater than 95 percent of students met or exceeded. Test counts are also suppressed
- <5.0 Less than 5 percent of students met or exceeded. Test counts are also suppressed.

District: Lebanon Community SD 9
School: Hamilton Creek School

The Subgroup Growth indicator measures the growth of historically underserved student subgroups. It disaggregates the Academic Growth indicator and reflects the growth for economically disadvantaged, limited English proficient, students with disabilities, and historically underserved races/ethnicities. To receive a Subgroup Growth indicator rating, a subgroup must meet the minimum size requirement for the Academic Achievement indicator rating (i.e., 40 tests in the last two years combined) and have at least 30 students with growth percentiles.

Growth Level Cutoffs		
Level	On Track Growth	
	Yes	No
Level 5	60 & above	70 & above
Level 4	45 to 59.5	55 to 69.5
Level 3	35 to 44.5	45 to 54.5
Level 2	30 to 34.5	40 to 44.5
Level 1	Less than 30	Less than 40

Reading	Level	2012-13		2013-14		Combined Median Growth Percentile	Combined Median Growth Target	On Track Growth?
		Students	Median Growth Percentile	Students	Median Growth Percentile			
Economically Disadvantaged	Level 4	89	62.0	88	51.0	54.0	23.0	Yes
English Learners	Not Rated	*	*	*	*	*	*	NA
Students with Disabilities	Level 4	19	46.0	19	69.0	56.5	59.5	No
Underserved Races/Ethnicities	Not Rated	18	57.5	14	49.5	51.5	32.5	NA
American Indian/Alaska Native ¹	Not Rated	*	*	*	*	*	*	NA
Native Hawaiian/Pacific Islander ¹	Not Rated	*	*	*	*	*	*	NA
Black/African American ¹	Not Rated	*	*	*	*	*	*	NA
Hispanic/Latino ¹	Not Rated	15	59.0	10	49.5	56.0	41.0	NA
Asian ²	Not Rated	*	*	*	*	*	*	NA
White ²	Level 4	126	57.0	122	56.0	57.0	20.0	Yes
Multi-Racial ²	Not Rated	10	57.5	8	48.5	57.5	12.0	NA

Math	Level	2012-13		2013-14		Combined Median Growth Percentile	Combined Median Growth Target	On Track Growth?
		Students	Median Growth Percentile	Students	Median Growth Percentile			
Economically Disadvantaged	Level 2	90	51.0	89	38.0	44.0	51.0	No
English Learners	Not Rated	*	*	*	*	*	*	NA
Students with Disabilities	Level 1	20	43.5	20	35.5	39.5	78.5	No
Underserved Races/Ethnicities	Not Rated	18	58.0	14	49.5	56.0	64.5	NA
American Indian/Alaska Native ¹	Not Rated	*	*	*	*	*	*	NA
Native Hawaiian/Pacific Islander ¹	Not Rated	*	*	*	*	*	*	NA
Black/African American ¹	Not Rated	*	*	*	*	*	*	NA
Hispanic/Latino ¹	Not Rated	15	56.0	10	56.5	56.0	68.0	NA
Asian ²	Not Rated	*	*	*	*	*	*	NA
White ²	Level 4	126	55.5	122	47.0	53.0	39.5	Yes
Multi-Racial ²	Not Rated	11	47.0	9	30.0	32.5	53.5	NA

1 Included in the Underserved Races/Ethnicities subgroup.

2. These data are not part of the academic growth rating but are included to provide additional information on subgroup performance.

notes:

Not Rated Subgroup did not meet minimum size requirement in order to receive a rating.

* Fewer than 6 students tested in the last two years combined

NA Not applicable

District: Lebanon Community SD 9
School: Hamilton Creek School

The tables below display the Smarter Balanced field test and OAKS participation rates by grade and subject, and are only applicable to schools that administered the field test in 2013-14. The OAKS participation rate must be at least 94.5% in each field test grade and subject to include OAKS scores in the Academic Achievement, Academic Growth, and Subgroup Growth indicators.

Field test schools may choose to appeal the inclusion or exclusion of OAKS scores. In the event of a successful appeal, the "Include OAKS" field below will reflect the result of the appeal (either the inclusion or exclusion of OAKS scores) regardless of the OAKS participation rate. The Academic Achievement, Academic Growth, and Subgroup Growth indicators will reflect the inclusion or exclusion of OAKS scores based on the successful appeal.

Participation Target: 94.5%

<i>Reading</i>	Field Test Grade ¹	Include OAKS ²	Total Students ³	Field Test		OAKS	
				Participants	Rate	Participants	Rate
Grade 3	No	Yes	42	0	--	42	100.0
Grade 4	No	Yes	38	0	--	38	100.0
Grade 5	No	Yes	33	0	--	33	100.0
Grade 6	No	Yes	36	0	--	36	100.0
Grade 7	No	Yes	26	0	--	26	100.0
Grade 8	No	Yes	26	0	--	26	100.0
Grade 11	NA	NA	NA	0	--	0	--

<i>Math</i>	Field Test Grade ¹	Include OAKS ²	Total Students ³	Field Test		OAKS	
				Participants	Rate	Participants	Rate
Grade 3	No	Yes	42	0	--	42	100.0
Grade 4	No	Yes	38	0	--	38	100.0
Grade 5	No	Yes	33	0	--	33	100.0
Grade 6	No	Yes	36	0	--	36	100.0
Grade 7	No	Yes	26	0	--	26	100.0
Grade 8	No	Yes	26	0	--	26	100.0
Grade 11	NA	NA	NA	0	--	0	--

1. Indicates whether the school administered the Smarter Balanced field test in the tested grade.
2. Indicates whether the Academic Achievement, Academic Growth, and Subgroup Growth indicators will include OAKS scores from the respective field test grade and subject
3. This is the denominator for the field test and OAKS participation rates, and represents all students enrolled on the first school day in May.

Data notes:

- * Fewer than 6 students tested in the last two years combined.

BEYOND LHS



WINTER TERM 2015

***PAPERWORK & TESTING MUST BE COMPLETED AND TURNED IN TO
WENDY EILERS BY OCTOBER 31, 2014.***

(Enclosure D-2)

Requirements for Acceptance into the Beyond LHS Program

Traditional high school students

1. You must be a senior.
2. You must be on track for graduation AND have the following:
 - a. At least a 2.0 GPA
 - b. At least a 90% attendance rate
 - c. Completed at least 6 credits each year in high school
 - d. Met your essential skills. (Via OAKS or work samples)
3. You must submit the following:
 - a. Your transcript (Registrar – Mrs. Restau)
 - b. Your attendance record (Mrs. Chambers)
 - c. A print out of your Educational Plan and Profile from the CIS program. (Your Counselor)
 - d. The Beyond LHS – Planning Guide
 - e. Beyond LHS Student & Parent Contract
 - f. Accuplacer Test Results
 - g. Campus High School Programs Form
 - h. Registration Card for LHS
 - i. Inter-district transfer form (if needed)
4. You must turn in ALL required paperwork and testing scores by the deadline.
5. You must set up a meeting with Mrs. Fandiño to discuss your Education Plan and Profile.

Home School Students and Students from Out-of-District

1. Complete ALL required paperwork and testing by the deadline
 - a. Your transcript
 - b. The Beyond LHS – Planning Guide
 - c. Beyond LHS Student & Parent Contract
 - d. Accuplacer Test Results
 - e. Campus High School Programs Form
 - f. Registration Card for LHS
 - g. Inter-district transfer form (if needed)
2. Set up a meeting with Mrs. Fandiño to discuss:
 - a. Your Educational Plan and Profile
 - b. Completing graduation requirements.

For Office Use Only:

Paperwork in (date): _____

Transcript:

Essential Skills Met GPA 2.0 Attendance 90% Accuplacer YES NO (date completed): _____

APPROVED

NOT APPROVED

(Enclosure D-2)

Notified by email (date) _____

Linn-Benton

COMMUNITY COLLEGE

High School Programs • 6500 Pacific Blvd SW • Albany, OR 97321
Takena Hall, Rm. 101 • Phone: (541) 917-4753 • Fax: (541) 917-4293

INSTRUCTIONS TO OBTAIN AN LBCC STUDENT ID NUMBER:

Please note ... you may already have an LBCC ID # if you have taken the placement tests at LBCC, or earned College Now credit or have taken any type of class at LBCC (driver's ed, etc). You may show photo ID at any LBCC Center to retrieve your LBCC ID number

Please follow these instructions to obtain an LBCC ID number (you need to have your social security number):

- Go to LBCC website: <http://www.linnbenton.edu/>
- Hover over "Future Students" (far left hand side)
- Click on "Make It Official"
- Click on "Application Procedure"
- Click on the box – "Take a Class for Fun" (this wording doesn't really keep high school students in mind but this is the right form place to go.)
- Choose "If you have **not** taken a class at LBCC before, you need to set up a **free** WebRunner account: start here."
- Use up to 9 letters/numbers for log in name - it doesn't matter what you use, the only reason to remember it is if you don't complete the process in one setting (but it is a short process!)
- Use your date of birth as your PIN - this is important... two digits for month, two digits for day, two digits for year. (example: if your birth date is January 10, 1993 = 011093)
- Admission term – you may only have one option to choose from, it doesn't matter, it is a place holder, but you do need to choose a term.
- Use your full name - not a nickname or shortened version of your name. In the future, you may need to show photo ID to retrieve student information - and your ID needs to match what you put down as your name.
- Follow remaining instructions with address, phone number, etc. Once all four check list items are complete. (Name, Address - permanent and mailing, Personal Information). Click on "Application is Complete".
- An LBCC student ID number beginning X00 ...should appear. Please write this number down -and put it on your Campus High School Programs Form. You will receive verification of your LBCC ID number in the mail in a few days as well as a listing of your LBCC e-mail address.

Computerized Placement Test Fee Form

TO: LBCC Business Office

DATE: _____

Approval expires: _____

FROM: _____
High School Representative

SUBJECT: CPT Fee Payment

This student is approved to take the CPT. The fee may be billed to the high school.

Student Name

LBCC Student ID#

(If student does not have an LBCC ID #,
please attach a Student Data Form)

High School

LBCC staff: Please forward this form to the LBCC Business Office c/o Sue Kuntz.

Kc. I:\word\forms\CPT fee form.doc (blue) 11.9.10

Racial/Ethnic Category: Federal law requires the District to report this information. Information is used only for Federal reports and State reports. **This information is required.**

Is the student Hispanic/Latino? (choose only one) No, not Hispanic/Latino Yes, Hispanic/Latino

The question above is about ethnicity, not race. No matter what you select above please, continue to answer the following by marking one or more boxes to indicate what you consider your student's race to be.

What is the student's race? (choose one or more)

- American Indian or Alaska Native** (A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.)
- Asian** (A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.)
- Black or African American** (A person having origins in any of the black racial groups of Africa.)
- Native Hawaiian or Other Pacific Islander** (A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.)
- White** (A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.)

Does anyone in your home speak a language other than English? Yes No If yes, what language? _____

Student Health Information: I have read the health section _____ (please initial)

Physician: _____ Phone Number: _____ Dentist: _____ Phone Number: _____
 Is student covered under medical insurance? Yes No If yes, list name of company: _____
 Does student have a problem with? (check if yes) **Hearing** _____ **Vision** _____ **Seizures** _____ **Diabetes** _____
Allergies (insect/food/medication) Specify: _____
Life threatening? Yes No If yes, describe: _____
Is medication required? Yes No If yes, what type: Epi-Pen _____ Oral (specify): _____
Asthma? Yes No Treatment required at school? Yes No If yes, describe: _____
 Any daily medications? **At Home:** Yes No **At School:** Yes No List of medications: _____
 Any other medical concerns? _____

Directory Information:

Directory Information Release Notice: The following categories are designated as directory information and may be released to the public through appropriate procedures: student's name; address (including electronic address); telephone listing; photograph; date and place of birth; major field of study; participation in officially recognized sports and activities; weight and height of athletic team members; dates of attendance; degrees or awards received; and most recent previous school or program attended. **Federal law requires that a student's name, address, and telephone number be released to military recruiters and colleges/universities unless you deny permission.**

Please answer the following directory information questions:

I give my permission for my student's directory information to be released. Yes No*

***If you check No, this includes the yearbook, athletic rosters, awards, and any District publications.**

Please **DO NOT RELEASE** my student's name, address, and telephone number to: Military Recruiters Colleges/Universities

Other:

I give my permission for my student to be transported in a school employee's vehicles. Yes No
 I give my permission for emergency room personnel to treat my student. Yes No
 I give my permission for my child to participate in school organized and supervised field trips. Yes No
 I give permission for my child to view G, PG, and PG-13 movies. Yes No

NON-CUSTODIAL PARENTS STATEMENT: Oregon law requires that progress and behavioral records which relate to this student will be shared with non-custodial parents upon their request, unless the school is presented with a court order to the contrary. **Are there any restraining orders to protect the student?** Yes No (If yes, a copy of the restraining/court order **must** be provided for school records.)

Parent/Guardian Signature: _____ **(Enclosure D-2)**
Date _____



LEBANON
Community Schools

485 SOUTH 5th STREET • LEBANON, OR 97355 • PHONE 541-451-8511 • FAX 541-451-8519 • www.lebanon.k12.or.us

Policy JECB-AR (A)

School Year: _____

INTER-DISTRICT TRANSFER APPLICATION

Transfer From: _____ Resident School District _____

Transfer To: _____ Receiving School District _____

Parent/Guardian: _____ Resident Address: _____

Telephone: (Work) _____ (Home) _____ E-mail: _____

Name of Student(s)	DOB	GRADE	504 Plan (Yes or No)	Student Receiving Special Education Services? (Yes or No)
1.				
2.				

Reason for Request (Be as specific as possible): _____

Conditions: I understand the Lebanon Community School District #9 reserves the right to revoke permission for an inter-district transfer student to attend district schools at any time without prior notice. The approval of an inter-district transfer does not create any right to attend district schools, even for the remainder of a current school year. The Superintendent or designee may immediately revoke permission to attend District schools for students whose attendance, conduct or academic efforts are not satisfactory to the principal.

- Inter-district transfer applications must be resubmitted annually.
- Parent or guardian will be responsible for transportation to and from the school.
- If the above named student(s) is determined to be eligible for Special Education services, the sending and receiving districts will meet to determine placement and funding for said student(s). All applicable state and federal special education laws will apply.
- The sending district will release state basic funds to the receiving district for the current school year.

High School Students Please Note: Inter-district transfers can affect eligibility of interscholastic activities that are governed by the OSAA. Students and parents should investigate these regulations carefully when transferring.

I agree to the above conditions and understand that it is necessary and required for me to assume all responsibility for transportation.

Signature of Parent/Guardian: _____ Date: _____

RESIDENT DISTRICT		RECEIVING DISTRICT	
Approved	Denied	Approved	Denied
Signature of Superintendent/Designee (Resident District) _____ Date _____		Signature of Superintendent/Designee (Receiving District) _____ Date _____	
Reasons for Approval/Denial: _____		Reasons for Approval/Denial: _____	
Additional Conditions: _____		Additional Conditions: _____	

FOR RESIDENT DISTRICT USE ONLY					
Date received at District Office _____	Date sent to receiving district _____	Date Sent to Student Services _____			
Special Programs approved _____	Special Programs denied _____	Contract in place for Special Ed _____			
As of _____ Special Ed Status _____	inf. _____	Approved by Special Ed Director _____			
					Signature of Special Ed. Director _____

(Enclosure D-2)

7. Release of Information:

By signing below, I give permission for information to be shared between the high school and LBCC personnel for legitimate educational purposes, including advising and program evaluation.

(NOTE: The college will not share information with other individuals without the student's permission. This includes a parent or guardian. Names of all persons who have permission to access educational records and/or talk with college personnel about a student must be entered here.)

Print name of Parent/Guardian/Other: _____

8. Funding: The District agrees to provide: _____ Tuition & Fees _____ Books _____ Transportation
The Parent agrees to provide: _____ Tuition & Fees _____ Books _____ Transportation

Important Information About Financial Aid Eligibility

NOTE: A student enrolled in secondary school is not eligible for aid from the Federal Student Aid programs, even if simultaneously enrolled in an eligible college program. A student is considered to be enrolled in secondary school if pursuing a high school diploma or has completed the requirements for a diploma but has not yet received it. This includes any student taking college coursework for which the high school gives credit and/or whose high school pays the college tuition. Students are also not eligible for LBCC scholarships

We, the undersigned, attest to the above information. We believe this student has the ability and maturity to be successful at LBCC.

Parent/Guardian	date	Student	Date
Print name: School Official or ESD Representative	Signature: School Official or ESD Representative	Date	Contact telephone

To be filled out by the high school or ESD representative. Please check the appropriate line.

_____ **Advanced Diploma (ADV):** Student is participating in an advanced or expanded diploma program through their high school. High school accepts financial responsibility.

_____ **Alternative Learning Opportunities (ALO):** Student will apply LBCC course toward high school diploma. Financial responsibility is designated in #8 above.

_____ **Expanded Options Program (EOP):** Student will apply LBCC course toward high school diploma. High school accepts financial responsibility.

_____ **GED preparation or basic skills development (photo I.D. showing date of birth is required):** Student is referred by high school for GED preparation/basic skills class. All related fees are the responsibility of the high school.

_____ **College Credit Only:** Student/parent accepts financial responsibility. Student is taking courses for college credit only, not high school credit.

Return completed form to: Campus High School Programs
Takena Hall, Room 115
Linn-Benton Community College
6500 Pacific Blvd. S.W.
Albany, OR 97321
Or Fax: 541-917-4231

Questions? 541-917-4629 or email: highschool@linnbenton.edu

The resident school district will be ultimately responsible for student attendance records, progress records, and plans. Credit and/or outcome verification will occur through various means, as per ORS336.625. Seat time will not be the only indicator of successful credit completion or outcome attainment. Credits and/or outcome attainment will be accepted by school of residence. Diplomas and/or certificates of mastery will be awarded by the school of residence. Linn-Benton Community College expressly disclaims any responsibility for the legal relationships, duties and obligations that exist between school district of residence and the student. The school district of residence shall indemnify and hold harmless the college for any lawsuit or action in equity, brought against the college for disputes arising out of the legal relationships, duties and obligations that exist between the resident district and the student.

BCC prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, or any other status protected under applicable federal, state, or local laws (for further information <http://po.linnbenton.edu/BPsandARs/>)

_____ I understand that I MUST maintain full-time enrollment at all times either thru LBCC or a combination of LBCC and LHS classes. Full-time enrollment is 10-12 credits per term.

_____ Books will be purchased by Beyond LHS (up to \$500.00 per term). Some classes require specialty equipment or supplies; these supplies are at the student's expense. Beyond LHS will not pay for consumables (such as art supplies), music lab fees (private lessons), or fees associated with special classes (such as scuba diving or software).

_____ **Beyond LHS will NOT pay for classes at LBCC that are listed as having an "Internet", "Self-Directed", "Hybrid" or "Writing Lab" format. The only exceptions to this rule must be made with the approval of my LBCC counselor at LBCC.**

_____ Students sometimes make changes in their education and career goals. I understand that I can renegotiate my EPP with Beyond LHS & LBCC if my goals change.

_____ I understand that successfully completing college courses requires a great deal of time spent studying. I understand that both Beyond LHS and LBCC discourage full time employment or participation in sports programs or other demanding extra-curricular activities while enrolled in a full time college schedule.

_____ If I am involved in athletics and/or other school activities, I understand that the Oregon School Activities Association (OSAA) requires that I maintain their grade and credit requirements. I need to be enrolled in 2.5 credits and maintain passing grades both during the term I wish to be eligible to compete/participate and the term previous to it.

_____ I understand that my LBCC counselor will be my advisor LBCC. I agree to contact my course instructor, my LBCC counselor or Beyond LHS staff if I am struggling with my classes in any way. I understand that LBCC has a great deal of services to support my learning, including the Learning Center and tutoring.

_____ I understand that Beyond LHS does not permit students to drop an LBCC class after the initial add/drop deadline that occurs one week following the start of a term.

_____ I understand that I will need to participate in any academic testing that is required by the State of Oregon for high school students.

_____ I understand that I will need to meet my Essential Skills, complete and pass my Senior Project, and complete 10 hours of community service per year which are requirements of receiving my diploma.

_____ I understand that the student, parent, Beyond LHS or LBCC, can terminate the placement, without cause, if it is deemed inappropriate for the student.

_____ I agree to provide progress reports as requested by the program and return them to the BLHS offices by the deadlines that are given to me. I understand that I must turn in my progress reports in order to remain eligible for the program.

_____ I understand that I must participate in LBCC's book buyback program during finals week of each term in order to remain eligible for future terms. I will follow the bookstore procedures outlined by my LBCC counselor each term. I understand that if I do not follow the book buyback procedure for whatever reason I will have to pay Beyond LHS a book reinstatement fee in order to restore my eligibility to continue to participate in Beyond LHS. The reinstatement fee will amount to 40% of the cost of my books for that term.

_____ I understand that if I receive a 1098T from the college that I am attending, I may only claim the amount I paid in tuition on my taxes.

Student printed name: _____

Student signature: _____

DATE: _____

BLHS Staff: _____

NOTE: Associates of Applied Sciences - Does not work towards a Bachelors Degree

Area	AAS in	Cohort
Animal Sciences	Animal Technology	Ag and Animals
	Animal Technology/Horse Management	
Business	Accounting Technology	Business
	Administrative Medical Assistant	
	Administrative Office Professional	
	Legal Administrative Assistant	
Computers	Computer Info. Sys Health Informatics	Computers
	Network & Systems Administration	
	Web/Database Technology	
Criminal Justice	Criminal Justice	Society
Culinary Arts	Culinary Arts	
Education	Child and Family Studies	
Health and Medical	Diagnostic Imaging	Health and Medical
	Medical Assistant	
	Nursing	
	Occupational Therapy Assistant	
Industrial and Engineering	Automotive Technology	Industrial and Engineering
	Construction & Forestry Equip. Tech.	
	Drafting and Engineer. Graphics Tech.	
	Heavy Equipment/Diesel Technology	
	Machine Tool Technology	
	Mechatronics Indust. Automation Tech.	
	Welding and Fabrication Technology	
Sciences	Horticulture	Science
	Water, Environment and Technology	

Most Associate of Applied Arts programs have Additional fees that must be covered at STUDENT COST

CERTIFICATES - Additional fees at STUDENT COST

		Short Term	1 Year	2 Year	COHORT
Animal Sciences	Veterinary Assistant	X			Ag and Animals
Business	Accounting Clerk		X		Business
	Medical Office Specialist		X		
	Medical Transcriptionist		X		
	Office Specialist		X		
	Office Technology Skills	X			
	Retail Management	X			
Computers	Basic Networking	X			Computers
	Systems Administration	X			
Criminal Justice	Juvenile Corrections		X		Criminal Justice
Education	Child and Family Studies	X	X		Education
	Instructional Assistant, Library	X			
Health and Medical	Dental Assistant		X		Health and Medical
	Pharmacy Technician	X			
	Phlebotomy Technician	X			
	Polysomnographic Technology	X			
Industrial and Engineering	Automotive Technology			X	Industrial and Engineering
	Civil Engineering Technology		X		
	CNC Machinist	X			
	Green Technology		X		
	Heavy Equip. Diesel Technology			X	
	Machine Tool Technology		X		
	Mechatronics Indust. Automation Tech.	X			
Welding and Fabrication Technology			X		
Art	Digital Imaging and Prepress Tech.		X		The Arts
Sciences	Crop Production	X			Science
	Horticulture		X		

(Enclosure D-2)

college credit toward a degree.		1	3+	
		1	3+	

COLLEGE NOW

LHS College Now Courses	LBCC #	LBCC Title	CR	Teacher
<u>Language Arts</u>				
LA 12	WRI 115	English Composition	3	Williams
	WRI 121	English Composition: Argumentation	3	
APLA	WRI 121	English Composition: Research	3	Work
AP LIT	ENG 104	Literature: Fiction	3	Twomey
<u>Math</u>				
College Algebra	MTH 111	College Algebra	4	Helland
Trigonometry	MTH 112	Trigonometry	4	Helland
AP Calculus	MTH 251		5	Martens
	MTH 252		5	Martens
<u>Science</u>				
AP Environmental	BIO 101		4	Saxe
AP Biology	BIO 102/103		8	Worster
Anatomy & Physiology	BIO 103		4	Lewis
<u>Social Studies</u>				
AP Government	PS 201		3	Rimov
<u>Foreign Language</u>				
CN Spanish 1A & 1B	SPN101	Spanish 1	4	Fandiño
CN Spanish 2A & 2B	SPN102	Spanish 2	4	Fandiño
CN Spanish 3 A & B	SPN103	Spanish 3	4	Fandiño
CN Spanish 4 A & B	SPN 201	Spanish 4	4	Fandiño
CN Spanish 5 A & B	SPN 202	Spanish 5	4	Fandiño
CN Spanish 6 A & B	SPN 203	Spanish 6	4	Fandiño
Spanish 1 AND CN 2	SPN 101	Spanish 1	4	Jordan-Zornow
French 1 AND CN 2	FRN 101	French 1	4	Chambers
<u>Career and Technical Education Courses:</u>				
Ag Business Livestock (AG 4)	AG111	Computers in Agriculture	3	Wilson
	AH5.425*	Intro to Health Occupations I	2	Pilak
Health Occupations	AH5.426*	Intro to Health Occupations II	2	Pilak
	AH5.427*	Intro to Health Occupations III	2	Pilak
Large Animal Production (AG 3)	ANS121	Animal Science	4	Wilson
Management Theory	BA101	Intro to Business	4	Edwards
Accounting 1A & 1B	BA2.530*	Practical Accounting I	4	Edwards
Accounting 2A & 2B	BA2.531*	Practical Accounting II	4	Edwards
Accounting 2A & 2B	BA2.531*	Practical Accounting II	4	Edwards
Accounting 3A & 3B	BA2.684	Practical Accounting III	4	Edwards
Beginning Foods	CA111	Food Service Safety & Sanitation	1	Lundy
Advanced Foods	CA8.373	Costing	1	Lundy
Business Finance	EC115	Outline of Economics	4	Edwards
Engineering Design 1 & 2	EG4.407*	Intro to CAD	4	Robinson
General Drafting	EG4.409*	Drafting 1	3	Benedict
Architecture 1 & 2	EG4.411*	CAD 1	4	Benedict
Principles of Technology II	M58.834	Principles of Technology II	4	Robinson
Principles of Technology I	MT8.333	Principles of Technology I	4	Robinson
Linear Electronics	WW6.156*	Industrial Electricity	3	Robinson

(Enclosure D-2)

Returning BLHS Student Acknowledgement Form

MUST BE FILLED OUT EACH TERM

Please ensure that all information is CURRENT! If you have changed names (marriage, etc.) addresses, phones or emails it your obligation to inform the BLHS office. If you fail to provide current contact information, and/or do not respond to BLHS email communications, or phone messages, you may lose eligibility to continue in the program.

Name: _____ EMAIL: _____

LBCC ID #: _____ Message Phone: _____

Address: _____
Street Number and Name of Street *City* *Zip*

TERM COMPLETING (Please circle):	FALL 2014	WINTER 2015	SPRING 2015
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INITIAL and CIRCLE each acknowledgement and PROVIDE all evidence to Wendy Eilers by October 31st, 2014:

___ I am taking between 10 and 12 credits this term. YES NO
 If NO - Explain: _____

___ I have submitted a PROGRESS REPORT for every course I am taking this term. YES NO
 If NO - Explain: _____

___ I am only taking courses that apply to my HS diploma (if not completed) or degree plan. YES NO
 If NO - Explain: _____

___ I check my email twice a week and respond to BLHS staff promptly. YES NO
 If NO - Explain: _____

___ I am passing all of my courses. YES NO
 If NO - Explain: _____

___ I will be continuing with BLHS next term. YES NO
 If NO you will receive an email from BLHS staff with withdrawal procedures.

___ I understand that I must meet with Mrs. Fandiño each term for advising purposes, and upon submission of this paperwork an appointment will be scheduled.

Signature: _____

Date: _____

OFFICE USE ONLY:

- Meets credit requirements Number of Credits ___ Number of Courses ___
- All progress reports submitted Notes: _____
- Emails have been replied to Notes: _____
- LHS Graduation Requirements met Notes: _____
- Meeting set with Mrs. Fandiño for: _____

Paperwork process complete: (Wendy Eilers) _____

Advising session completed: (Kim Fandiño) _____

2nd Reading
Policy Update 11/13/14

JECE

The latest revisions to the interdistrict transfer law resulted from a rule change issued by the Oregon Department of Education in OAR 581-021-0019. The recently passed rule change, related to interdistrict transfer agreements, places the responsibility for FAPE on the attending/receiving district.

Change in HB 4007: *Students who request an interdistrict transfer that begins in the 2014-15 school year, may be given preference in a lottery process if they had a previous transfer with the same receiving district that was valid for the 2013-2014 school year. In addition, if the sending district granted a transfer to that student during the 2013-2014 school year they cannot deny a request from the student to transfer to that same district in 2014-2015. The practical impact of this language is that receiving districts will have the ability to continue providing interdistrict transfers, and if necessary, give preference in lotteries to a student whose transfer expires at the end of the 2013-2014 school year.*

Change in HB 4007: *If a student's district of residency changes during the school year, they may request an interdistrict transfer that is valid only to complete the remainder of the school year at their original district. Both the new resident district and the previous resident district are required to grant this type of transfer. The student also retains the option to seek a regular interdistrict transfer, attend school in their new district or other avenues for transfer such as open enrollment.*

Change in HB 4007: *Beginning with transfers for the 2014-15 school year, the receiving district will determine the length of the interdistrict transfer. The sending district will only provide consent for, or denial of, the transfer. Additionally, once District A has granted consent for a student to attend District B, District A cannot deny a future renewal or extension of the transfer to the student in the same District B.*

Lebanon Community Schools

Code: JECF
Adopted: 4/17/14

Interdistrict Transfer of Resident Students** (Version 1)

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. ~~The Board recognizes that resident students under the Individuals with Disabilities Act (IDEA) remain the primary responsibility of the district in which the student legally resides.~~ 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).

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 Act (IDEA) will become the primary responsibility of the attending district.

~~Additionally, an interdistrict transfer of a resident student will be permitted, as appropriate, to meet the requirements of the No Child Left Behind Act of 2001 (NCLBA).~~

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 will be provided through an interdistrict agreement.

~~The 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 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.~~

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

END OF POLICY

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 student attended when permanently housed or the school in which the student was last enrolled

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, 42 U.S.C. §§ 11431-11435 (2006).
No Child Left Behind Act of 2001, 20 U.S.C. §§ 6316, 7912.
Elementary and Secondary Education Act (ESEA) Flexibility Waiver; July 18, 2012.

9/05/14 PH

Policy Updates
November 13, 2014
1st Reading

Policy DJC-AR –

Senate Bill 254 and House Bill 2212 created new requirements related to exemptions from competitive bidding that went into effect July 1, 2014. The revised rules outline the findings the district must make in identifying an exemption from competitive bidding.

Policy EBB

Oregon OSHA has re-named the Material Safety Data Sheet (MSDS) to Safety Data Sheet (SDS).

Policies EEA & EEACA

At the August 2014 meeting, the State Board of Education added language to OAR 581-053-0004, Administration of Pupil Transportation, requiring aides or assistants who ride on school buses, to be trained on emergency procedures and their role in the safety of all students riding the bus.

In addition, the revision requires districts or transportation contractors to verify that a school bus driver's physical examination was certified by a medical examiner whose certificate was listed on the National Registry of Certified Medical Examiners, as of the date of issuance of the medical examiner's certificate.

Policies EFA, EFA-AR, EFAA, EFAA-AR

In consultation with the Oregon Department of Education (ODE), the attached wellness and nutrition policies and administrative regulations have been revised. Oregon SMART Snacks *Policy Update - October 2014 3-8* was revised June 2014 by ODE and included revisions from Federal Smart Snacks and Oregon School Nutrition Standards, setting new minimums and requirements for snacks and beverages served or sold throughout the day on school property.

Policies IIBGA & IIBGA-AR

In light of the increased use of personal electronic devices by staff in the classroom or otherwise, OSBA has added additional language related to personal electronic devices and their use when related to educational purposes and student records.

Policies JHCD , JHCD/JHCDA-AR & JHCDA

Subsequent to Senate Bill 611 from the 2013 Legislative session, the State Board of Education adopted revisions to Oregon Administrative Rule (OAR) 581-021-0037. The revision clarified: the instruction or training school district personnel are required to receive; the content and need for appropriate permissions from parents/guardians or other qualified individuals that includes instructions for administering medication; the district personnel that may be designated to administer prescription or nonprescription medication to a student; and when a district may allow self-administration of medication by a student.

It further adds that a designated staff member of a district may administer a premeasured dose of epinephrine to a student or other individual on school premises when the district staff believe, in good faith, the student or individual is experiencing a severe allergic reaction and is unable to self-medicate, regardless if that student or individual has a prescription for epinephrine.

Policies LBE & LEB-AR

House Bill (HB) 2150 from the 2013 Legislative session, amended charter school proposal requirements including the number of days a district must respond to a resubmitted proposal. In addition, the Oregon Department of Education revised Division 20 to move language related to public charter schools into Division 26.

Integrated Pest Management

To ensure the health and safety concerns of student, staff and community members, the district shall adopt an integrated pest management plan (IPM)¹ which emphasizes the least possible risk to students, staff and community members and shall adopt a list of low-impact pesticides for use with the IPM plan.

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:
 - a. Protect the health and safety of students and staff;
 - b. Protect the integrity of district buildings and grounds;
 - c. Maintain a productive learning environment; and
 - d. Protect local ecosystem health.
2. Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;
3. Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low-impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;
4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;
5. Evaluates the need for pest control by identifying acceptable pest population density levels;
6. Monitors and evaluates the effectiveness of pest control measures;
7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;
8. Excludes the application of pesticides for purely aesthetic purposes;
9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;
10. Gives preference to the use of nonchemical pest control measures;

¹See Model Integrated Pest Management Plan for Oregon Schools at http://www.ipmnet.org/tim/IPM_in_Schools/Model_School_IPM_Plan_Main_Page.html

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and
12. Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The district shall designate the Assistant Superintendent of Operations as the Integrated Pest Management Plan Coordinator give them the authority for overall implementation and evaluation of the IPM plan.

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator shall:

13. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;
14. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;
15. Oversee pest prevention efforts;
16. Ensure identification and evaluation of pest situation;
17. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;
18. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;
19. Evaluate pest management results; and
20. Keep for at least four years following the application date, records of applied pesticides that include:
 - a. A copy of the label;
 - b. A copy of the Material Data Safety Data Sheet (SDS);
 - c. The brand name and USEPA² registration number of the product;
 - d. The approximate amount and concentration of pesticide applied;
 - e. The location of where the pesticide was applied;
 - f. The type of application and whether the application was effective;
 - g. The name(s) of the person(s) applying the pesticide;
 - h. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
 - i. The dates and times for the placement and removal of warning signs; and
 - j. Copies of all required notices given, including the dates the IPM Coordinator[s] gave the notices.
21. Respond to inquiries about the IPM plan and refer complainants to Board policy KL - Public Complaints;

²U.S Environmental Protection Agency

22. Conduct outreach to district staff about the district's IPM plan.

END OF POLICY

Legal Reference(s):

ORS 634.116

ORS 634.700 to-750

Lebanon Community Schools

Code: EEA
Adopted: 11/3/08
Readopted: 5/6/10, 4/19/12, 11/15/12
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). 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 grades K-5 who live more than one mile from school will be transported. Secondary students 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 [transportation supervisor] in accordance with 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 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.

¹"School of origin" means the school that the student attended when permanently housed or the school in which the student was last enrolled.

²Federal 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.

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 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.

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.

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.

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

END OF POLICY

Legal Reference(s):

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

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).

Lebanon Community Schools

Code: EEACA
Adopted: 8/4/08
Readopted: 5/6/10, 9/11/14
Orig. Code(s): EEACA

School Bus Driver Examination and Training (Version 1)

The district or transportation provider shall verify that a school bus drivers' ~~must~~ pass physical examinations ~~administered~~ were certified by a medical examiner whose certificate was listed in the Federal Motor Carrier Safety Administration's National Registry of Certified Medical Examiners as of the date of the issuance of the school bus driver's examination certificate, and meets other criteria as established by state and federal law and by Oregon Department of Education regulations including the requirements for a commercial driver's license (CDL).

A school bus manufacturer, school bus dealer or school bus mechanic is not required to have a school bus endorsement while operating a school bus that is not transporting students.

END OF POLICY

Legal Reference(s):

- | | | |
|--|-------------------------|-------------------------|
| <u>ORS 659.840</u> | <u>ORS 807.038</u> | <u>OAR 581-053-0004</u> |
| <u>ORS 659A.300</u> | <u>ORS 820.110</u> | <u>OAR 581-053-0031</u> |
| <u>ORS 659A.306</u> | | <u>OAR 581-053-0040</u> |
| <u>ORS Chapters 801, 802, 807, 809, 811,</u> | <u>OAR 581-053-0002</u> | <u>OAR 581-053-0053</u> |
| <u>813</u> | <u>OAR 581-053-0003</u> | <u>OAR 581-053-0060</u> |

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2006).
Federal Motor Carrier Safety Administration Regulations, 49 C.F.R. Part 391, §§ 391.42, 391.43 (2014).

Lebanon Community Schools

Code: EFA
Adopted: 8/6/09
Readopted: 5/6/10, 1/23/14
Orig. Code(s): EFA

Local Wellness Program

The Board recognizes that childhood obesity has become an epidemic in Oregon as well as throughout the nation. Research indicates that obesity and many diseases associated with obesity are largely preventable through diet and regular physical activity. Additional research indicated that healthy eating patterns and increased physical activity are essential for students to achieve their academic potential, full physical and mental growth and lifelong health and well-being.

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 to that promotes healthy eating through nutrition education, 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, representatives of the school food authority and public health professionals will be encouraged. The superintendent or designee will develop administrative regulations as necessary to implement the goals of this policy throughout the district.

Nutrition Promotion and Nutrition Education

Nutrition promotion supports the integration of nutrition education throughout the school environment. Nutrition education topics shall be integrated within the sequential, comprehensive health education program taught at every grade level, prekindergarten through grade 12, and coordinated with the district's nutrition and food services operation.

Nutrition Guidelines

It is the intent of the Board that district schools take a be proactive effort to in encouraging students to make nutritious food choices. All food and beverage items (except those as part of the United States Department of Agriculture's National School Lunch Program and/or School Breakfast Program or at times when the school is being used for school-related events or nonschool-related events for which parents and other adults are a significant part of an audience or are selling food or beverage items before, during, or after the event such as a sporting event, interscholastic activity, a play, band or choir concert), sold in a K-12 public school as part of the regular or extended school day shall meet the minimum state and federal standards as set forth in state law. Exceptions to this requirement include items that are part of the USDA National School Lunch Program or School Breakfast Program. Other exceptions are foods and beverages provided in the following instances:

1. When the school is the site of events out side of the school day for which parents and other adults are a significant part of the audience; or

2. The sale of food or beverage items before, during or after a sporting event, interscholastic activity, a play, band or choir concert.

Although the Board believes that the district's nutrition and food services operation should be financially self-supporting, it recognizes, however, that the nutrition program is an essential educational and support activity. Therefore, budget neutrality or profit generation must not take precedence over the nutrition needs of its students. In compliance with federal law, the district's NSLP [and SBP] shall be nonprofit.

The superintendent is directed to develop administrative regulations to implement this policy, including such provisions as may be necessary to that address all food and beverages items sold and/or served to students at in district schools, including provisions for staff development, family and community involvement and program evaluation. These food and beverage items include (i.e., competitive foods, snacks and beverages sold from vending machines, and school stores, and similar food and beverage items from fund-raising activities and refreshments that are made available at school parties, celebrations and meetings), including provisions for staff development, family and community involvement and program evaluation.

Physical Activity

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. Physical activity should be included in a school's daily education program from grades pre-K through 12. Physical activity could include regular instructional physical education as well as co-curricular activities, and recess. The District will develop and assess student performance standards in order to meet the Oregon Department of Education's physical education content standards.

The Superintendent is directed to develop administrative regulation to implement this policy, including such provisions as necessary to address all food and beverages sold/and or served to students at school (i.e. competitive foods, snacks and beverages sold from vending machines, school stores, and fund raising activities and refreshments that are made available at school parties, celebrations and meetings), including provisions for staff development, family and community involvement and program evaluation.

Reimbursable School Meals

The district may enter into an agreement with the Oregon Department of Education (ODE) to operate reimbursable school meal programs. The superintendent will develop administrative regulations as necessary to implement this policy and meet the requirements of state and federal law. These guidelines shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and section 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)(0).

Other School-Based Activities

The district will promote district and community-based activities that foster healthy eating and create environments that promote physical activity. Families and the community will be encouraged to provide healthy food choices in all situations where food is served. Educational workshops, screenings and literature related to healthy food choices and physical activity may be offered to families.

Evaluation of the Local Wellness Policy

The Board will involve staff (including but not limited to, physical education and school health professionals), parents, students, representatives of the school food authority, public health professionals, school administrators and the public in the development, implementation and periodic review and yearly update of this policy. In an effort to measure the implementation of this policy the Board designates the district principals as the people who will be responsible for ensuring each school meets the goals outlined in this 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 this policy.

END OF POLICY

Legal Reference(s):

ORS 329.496
ORS 332.107
ORS 336.423

OAR 581-051-0100
OAR 581-051-0305

OAR 581-051-0310
OAR 581-051-0400

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.

Lebanon Community Schools

Code: EFAA
Adopted: 5/6/10

District Nutrition and Food Services

The district may enter into an agreement with the Oregon Department of Education (ODE) to operate the National School Lunch Program (NSLP) and the Commodity Food Distribution Program (CFDP) by signing a permanent Sponsor-ODE Agreement entitling the district to receive reimbursement for all meals that meet program requirements and to earn ~~commodity food~~ USDA Food entitlement based on the number of lunches served.

The permanent agreement shall be signed by the superintendent or other school official with authority to obligate the district to legally binding contracts, subject to annual ODE renewal and will include, at the district's option, an agreement to operate the School Breakfast Program (SBP), Summer Food Service Program (SFSP), the Child and Adult Care Food Program (CACFP) and the Special Milk Program (SMP). The district recognizes that meals and snacks served by the district will not be eligible for reimbursement until the annual program update is received and approved by ODE.

The permanent Sponsor-ODE Agreement shall include assurances by the district that it will follow all NSLP regulations regarding:

1. Free and reduced price process (updated annually);
2. Financial management of the nonprofit school food service;
3. Civil rights and confidentiality procedures;
4. Meal pattern and Nutrition content of meals served;
5. Use and control of commodity foods;
6. Accuracy of reimbursement claims;
7. Food safety and sanitation inspections.

The superintendent will develop administrative regulations as necessary to implement this policy and meet the requirements of state and federal law. The regulation(s) will be reviewed and adopted by the Board as required by law.

END OF POLICY

Legal Reference(s):

ORS 327.520 to -327.535

OAR 581-051-0305

OAR 581-051-0310

OAR 581-051-0100

OAR 581-051-0400

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, 7 C.F.R. Part 15b (2001).

U.S.D.A., ELIGIBILITY GUIDANCE FOR SCHOOL MEALS MANUAL.

U.S.D.A., FNS INSTRUCTION 765-7 REV. 2: HANDLING LOST, STOLEN AND MISUSED MEAL TICKETS.

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 203, 205.

Lebanon Community Schools

Code: IIBGA
Adopted: 8/20/09
Readopted: 12/16/10
Orig. Code(s): IIBGA

Electronic Communications System

The Board is committed to the development and establishment of a quality, equitable and cost-effective electronic communications system. The system's sole purpose shall be for the advancement and promotion of learning and teaching.

The district's system will be used to provide statewide, national and global communications opportunities for staff and students.

The superintendent will establish administrative regulations for the use of the district's system including compliance with the following provisions of the Children's Internet Protection Act:

1. Technology protection measures, installed and in continuous operation, that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to the use of the computers by minors, harmful to minors;
2. Educating minors about appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking sites and in chat rooms;
3. Monitoring the online activities of minors;
4. Denying access by minors to inappropriate matter on the Internet and World Wide Web;
5. Ensuring the safety and security of minors when using e-mail, social media, chat rooms and other forms of direct electronic communications;
6. Prohibiting unauthorized access, including so-called "hacking" and other unlawful activities by minors online;
7. Prohibiting unauthorized disclosure, use and dissemination of personal information regarding minors;
8. Installing measures designed to restrict minors' access to materials harmful to minors.

The superintendent will establish administrative regulations for use of the district's system by staff using their own personal electronic devices to download and store district proprietary information including personally recognizable information about the district students or staff. Regulations shall insure compliance with privacy rights under applicable federal and state laws and regulations, including but not limited to the Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disabilities

Act (ADA), the Genetic Information Nondiscrimination Act of 2008 (GINA) and the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

The administrative regulations will be consistent with sound guidelines as may be provided by the education service district, the Oregon Department of Education and/or the Oregon Government Ethics Commission and will include a complaint procedure for reporting violations.

The superintendent will also establish administrative regulations for use of the district's electronic communications system to comply with copyright law.

Failure to abide by district policy and administrative regulations governing use of the district's system may result in the suspension and/or revocation of system access. Additionally, student violations will result in discipline up to and including expulsion. Staff violations will also result in discipline up to and including dismissal. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions. Fees, fines or other charges may also be imposed.

END OF POLICY

Legal Reference(s):

ORS 30.765
ORS 133.739
ORS 163.435
ORS 164.345
ORS 164.365
ORS 167.060
ORS 167.065
ORS 167.070

ORS 167.080
ORS 167.087
ORS 167.090
ORS 167.095
ORS Chapter 192
ORS 332.107
ORS 336.222
ORS 339.250

ORS 339.270

OAR 581-021-0050
OAR 581-021-0055
OAR 584-020-0040
OAR 584-020-0041

Children's Internet Protection Act, 47 U.S.C. Sections 254 (h) and (I) (2008); 47 CFR Section 54.520 (2001).
Copyrights, Title 17, as amended, United States Code; 19 CFR Part 133 (2000).
Oregon Attorney General's Public Records and Meetings Manual, pp. 24-26, Appendix H, Department of Justice (2001).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. Sections 7101-7117.
Drug-Free Workplace Act of 1988, 41 U.S.C. Sections 701-707; 34 CFR Part 85, Subpart F.
Controlled Substances Act, 21 U.S.C. Section 812, schedules I through V, 21 CFR 1308.11-1308.15 (2000).
Drug-Free Schools and Communities Act Amendments of 1989, P.L. 101-226, 103 Stat. 1928.
Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101-12213; 29 CFR Part 1630 (2000); 28 CFR Part 35 (2000).
Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g; 34 CFR Part 99 (2000).
Oregon Government Standards and Practices Commission, Advisory Opinion No. 98A-1003 (July 9, 1998).
No Child Left Behind Act of 2001, P.L. 107-110, Title II, Section 2441.
Americans with Disabilities Act Amendments Act of 2008.

Lebanon Community Schools

Code: JHCD
Adopted: 8/4/08
Readopted: 1/20/11

~~Administering Noninjectable Medicines to Students~~ **Nonprescription Medication **/***

The district recognizes that administering of nonprescription medication to students and/or self-medication may be necessary when the failure to take such medication would jeopardize the health of the student or the student would not be able to attend school if medication was not made available during school hours, would prevent the student from attending school. Consequently, students may be permitted to take ~~noninjectable prescription or nonprescription medication at school, on a temporary or regular basis.~~

The district reserves the right to reject a request to administer or allow self administration of a nonprescription medication when such medication is not necessary for the student to remain in school.

~~When directed by a physician or other licensed health care professional, students grades K-12 will be allowed to self-administer medication. A medical protocol regarding each student who self administers medication will be developed, signed by a physician or other licensed health care professional [and parent] and kept on file. Permission for self-administered medication may be revoked at any time if the student violates policy or medical protocol.~~

~~All requests for the district to administer medication to a student shall be made by the parent in writing. Requests shall include the written instructions of the physician for the administration of a prescription medication to a student or the written instructions of the parent for the administration of a nonprescription medication to a student. A prescription label will be deemed sufficient to meet the requirements for written physician instructions.~~

A request to the district to allow a student to self medicate with a nonprescription medication shall include written permission and instruction from a parent or guardian, and shall include an assurance from the parent or guardian that the student has received appropriate instruction for its use.

A request to the district to administer a nonprescription medication shall include written permission and instruction from a parent or guardian.

The district shall designate staff authorized to administer medication to students. Training shall be provided as required by law.

~~The district reserves the right to reject a request to administer prescription or nonprescription medication when such medication is not necessary for the student to remain in school.~~

This policy and administrative regulation shall not prohibit, in any way, the administration of recognized first aid to students by district employees in accordance with established state law, Board policy and procedures.

The superintendent shall develop administrative regulations as needed to meet the requirements of law, Oregon Administrative Rules and for the implementation of this policy. ~~Regulations will include provisions for student self medication.~~

END OF POLICY

Legal Reference(s):

ORS 109.640
ORS 339.866 to -339.871
ORS 339.867
ORS 339.869

~~ORS 339.870~~
ORS 433.800 to -433.830
~~ORS 475.005 to -475.285~~

OAR 166-400-0010(17)
OAR 166-400-0060(29)
OAR 581-021-0037
OAR 581-022-0705

Lebanon Community Schools

Code: JHCDA
Adopted: 8/4/08
Readopted: 1/20/11, 12/5/13

~~Administering Injectable Medicines to Students~~ Prescription Medication **/*

The district recognizes a need to ensure the health and well-being of students who require regular ~~injections doses or injections of medication as a result of experiencing an severe allergic reaction or have a~~ need to manage hypoglycemia, asthma or diabetes. ~~Therefore, in situations w~~When a licensed health care professional is not immediately available, a designated trained staff member may administer to a students, ~~by means of injection,~~ epinephrine, glucagon or other medications as prescribed and allowed by Oregon law (OAR 851-047-0030).

When directed by a physician or other licensed health care professional, students in grades K-12 will be allowed to self-administer medication, including medication for asthma or severe allergy as defined by state law.

~~A medical protocol regarding each~~ written treatment plan for a student who self administers ~~injectable~~ medication will be developed, and signed by a physician or other Oregon licensed health care professional ~~{and parent}~~ and kept on file. ~~Permission for self administered medication may be revoked if the student violates policy or medical protocol.~~ A written request and permission form signed by a parent or guardian is required and will be kept on file. If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

All requests for the district to administer ~~injectable~~ prescription medication to a student shall ~~be made by the parent in writing~~ include the written permission of the parent or guardian. ~~Requests and shall be accompanied by the physician's order for administering epinephrine, glucagon, or other medication as allowed by law~~ by written instruction from a physician, physician assistant or nurse practitioner. A prescription label prepared by a pharmacist will be deemed sufficient to meet the requirements for a physician's order ~~for epinephrine, glucagon or other medication.~~

The district reserves the right to reject a request to administer or allow self administration of a medication when such medication is not necessary for the student to remain in school.

A premeasured dose of epinephrine may be administered by designated, trained district staff to any student or other individual on school premises who the personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

A process shall be established by which, upon parent written request, a backup prescribed autoinjectable epinephrine ~~be~~ is kept at a reasonable, secured location in the student's classroom as provided by state law.

~~The district may designate staff authorized to administer epinephrine and glucagon or other medication as allowed under Oregon law.~~ Training shall be provided to designated staff as required by law in accordance with approved protocols as established by Oregon Department of Human Services, Health

Services the Oregon Health Authority. Staff designated to receive training shall also receive bloodborne pathogens training. A current first-aid and CPR card will also be required.

Injectable Prescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district regulations governing administering noninjectable/ or injectable, or prescription or nonprescription medicines to students including procedures for the disposal of sharps and glass.

The superintendent will ensure student health management plans are developed as required by training protocols, maintained on file and pertinent health information is provided to district staff as appropriate.

Such plans will include provisions for administering medication and/or responding to emergency situations ~~including those occurring during curricular and extracurricular activities held after regular school hours and on or off district property~~ while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities.

This policy and administrative regulation shall not prohibit, in any way, the administration of recognized first aid to students by district employees in accordance with established state law, Board policy and procedures.

END OF POLICY

Legal Reference(s):

ORS 109.640
ORS 339.866 to -339.871
~~ORS 339.866~~
~~ORS 339.870~~
~~ORS 339.871~~

ORS 433.800 to -433.830
ORS 475.005 to -475.285
OAR 166-400-0010(17)
OAR 166-400-0060(29)

OAR 333-055-0000 to -0035
OAR 581-021-0037
OAR 581-022-0705
OAR 851-047-0030
OAR 851-047-0040

Lebanon Community Schools

Code: **LBE**
Adopted: 11/6/06
Readopted: 1/20/11, 6/21/12
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, 20 U.S.C. §§ 6311-6322 (2006).

Lebanon Community Schools

Code: DJC-AR
Revised/Reviewed: 6/16/09; 5/6/10
Orig. Code(s): DJC-AR

Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings necessary to support each special procurement request. These findings include market research or other documentation that the special procurement will be unlikely to encourage favoritism in the awarding of public contract or to substantially diminish competition for public contracts and will either: (A) Result in substantial cost savings to the district or to the public, or (B) Otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules.

BRAND NAMES OR PRODUCTS, "OR EQUAL," SINGLE SELLER AND SOLE SOURCE

1. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
2. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
3. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:
 - a. A brief description of the solicitation(s) to be covered, including contemplated future purchases;
 - b. The brand name, mark or product to be specified; and
 - c. The reasons the district is seeking this procurement method, which shall include any of the following findings:
 - (1) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; or
 - (2) Specification of the brand name, mark or product would result in cost savings to the agency; or
 - (3) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies;
 - (4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
4. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support

the determination that the product is available from only one seller or source. The district's findings shall include:

- a. A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - b. Description of the product or service to be purchased; and
 - c. The reasons the district is seeking this procurement method, which shall include any of the following:
 - (1) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment, supplies or services; or
 - (2) The required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments; or
 - (3) The particular product is for use in a pilot or an experimental project.
5. The district may specify a product or service available from only one manufacturer but available through multiple sellers after documenting the procurement file with the following information:
- a. If the total purchase is over \$5,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file;
 - b. If the purchase does not exceed \$150,000, and the comparable product or service is available under an existing state cooperative purchasing contract, authorization from DAS, Central Purchasing, to proceed with the acquisition shall be first requested and obtained. The acquisition process would then be subject to the requirements and documentation in this rule;
or
 - c. If the amount of the purchase exceeds \$150,000, the product or service shall be obtained through competitive bidding unless a specific exception is granted by the LCRB.
6. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). This rule requires the district to make a good faith effort to determine that no other sources are available for the specified products. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis. In addition, the awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost. This special procurement of a class of contracts complies with the requirements of the law.

ADVERTISING CONTRACTS, PURCHASE OF

1. The district may purchase advertising in any media, regardless of dollar amount, without competitive bidding.
2. If the anticipated purchase exceeds \$150,000, the district will publish notice pursuant to OAR 137-047-0300. The procurement file shall document the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.

Findings of Fact

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
- d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;
- f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Conclusion of Compliance with Law

Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

ADVERTISING CONTRACTS, SALE OF

The district may sell advertising for district publications and activities, regardless of dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

Findings of Fact

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school which publishes one. The district itself would not achieve any increased revenue to the general fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Conclusion of Compliance with Law

These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

EQUIPMENT REPAIR AND OVERHAUL

1. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:
 - a. Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
 - b. Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
 - c. The purchase is made within the limits and pursuant to the methods in subsection B. of this rule.

2. The following limitations apply to this rule:
 - a. If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the superintendent or designee the reasons why competitive bids or quotes are deemed to be impractical. The superintendent or designee will accordingly document in its procurement file and may enter directly into the contract;
 - b. If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by an special procurement. The superintendent or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

Findings of Fact

- a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b. *Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.*
- c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085 (3)(b), because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.

COPYRIGHTED MATERIALS

The district may, without competitive bidding and regardless of dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.

Findings of Fact

1. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
2. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the District purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district. A savings that would be jeopardized if the district was to act as an individual purchaser.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

PRODUCT PREQUALIFICATION

1. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - a. The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - b. The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
2. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within seven calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

1. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

2. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
3. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to *invite bids on products*.
4. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
5. Subsection B. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. *There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.*

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.

REQUIREMENTS CONTRACTS (BLANKET PURCHASE ORDERS, PRICE AGREEMENTS)

1. *The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.*
2. *The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.*
3. *Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation*

4. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.
5. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contract entered into by another Oregon public agency when:
 - a. The original contract met the requirements of public contracting code; and
 - b. The original contract allows other public agency usage of the contract; and
 - c. The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
6. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

1. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
2. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
3. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.
4. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
5. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the District to get better prices from bidders.

USED PERSONAL PROPERTY OR EQUIPMENT, PURCHASE

1. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the District was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
2. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
3. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Findings of Fact

1. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.
2. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does be-come available, the district must be able to respond immediately in order to obtain the property or equipment.
3. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
4. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
5. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

INFORMATION TECHNOLOGY CONTRACTS

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

1. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The quotes, reasons why three quotes were not available and the justification for award shall be documented and retained in the procurement file.
2. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the Attorney General's Model Public Contract Rules. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
3. If the amount of the contract is estimated to exceed \$150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

1. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
2. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
3. There is generally sufficient competition among vendors of information technology hardware and software for district business.
4. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
5. If the district requires a brand name or sole source product, the district will follow its rule governing

Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I., to procure it.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

TELECOMMUNICATIONS SYSTEMS - HARDWARE AND SOFTWARE CONTRACTS

1. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:
 - a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The quotes, reasons why three quotes were not available and the justifications for award shall be documented and retained in the procurement file.
 - b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the Attorney General's Model Public Contract Rules.
2. The telecommunications solicitation authorized in subsection 1.a. of these rules shall:
 - a. State the contractual requirements in the solicitation document;
 - b. State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;
 - c. State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition; and
 - d. Be advertised in accordance with applicable provisions of the public contracting code.

Findings of Fact

1. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.
2. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.
3. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.
4. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$5,000 but less than or equal to \$150,000.
5. If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the Attorney General's Model Public Contract Rules.
6. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I., to make the purchase.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

TELECOMMUNICATIONS SERVICES

1. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.

2. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:
 - a. The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Linn County;
 - b. The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
 - c. The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.
3. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I.

Findings of Fact

1. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
2. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
3. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
4. If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the Attorney General's Model Public Contract Rules.
5. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I., to procure needed services from the sole source.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.

There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

HAZARDOUS MATERIAL REMOVAL; OIL CLEANUP

1. The district may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:
 - a. To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
 - b. Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
 - c. Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.
2. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

Findings of Fact

1. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.

2. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
3. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations that property damage or personal injury could result if the district is slow to act.

Conclusions of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situation, as required by ORS 279B.085 (3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.

RENEGOTIATION OF EXISTING CONTRACTS

1. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.
2. The district has determined that value engineering, specialized expertise required, public safety or technical complexity, generally do not apply to this special procurement procedure.
3. The renegotiated contract falls within a current special procurement procedure, but if not the LCRB must approve a separate special procurement.
4. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.

Findings of Fact

1. The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:
 - a. Price;
 - b. Term;
 - c. Delivery and shipping;
 - d. Order size;
 - e. Substitution;
 - f. Warranties;
 - g. On-line ordering systems;
 - h. Price adjustments;
 - i. Produce availability;
 - j. Product quality; or
 - k. Reporting requirements.

Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.

2. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.
3. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district's special procurement and public contracting code.

The awarding of contracts under this special procurement will result in cost savings to the district when it need to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.

EXEMPTIONS FROM COMPETITIVE BIDDING

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and
2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 125 137, Divisions 246 through 249.

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings required by ORS 279C.330 and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will result in a cost savings to the district and other substantial benefits. ~~The findings required to justify each exemption include information regarding: (1) operational, budget and financial data; (2) public benefits; (3) value engineering; (4) specialized expertise required; (5) public safety; (6) market conditions; (7) technical complexity; and (8) funding sources.~~ Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvements;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;
7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;
8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;
11. Whether the public improvements involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;

13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

BRAND NAMES OR PRODUCTS, "OR EQUAL," SINGLE SELLER AND SOLE SOURCE

1. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
2. The district has determined that value engineering, specialized expertise required, public safety or technical complexity, generally do not apply to this exemption.
3. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections D. and E. of this rule.
4. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:
 - a. A brief description of the solicitation(s) to be covered, including contemplated future purchases;
 - b. The brand name, mark or product to be specified; and
 - c. The reasons the district is seeking this procurement method, which shall include any of the following findings:
 - (1) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; or
 - (2) Specification of the brand name, mark or product would result in cost savings to the agency; or
 - (3) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.
 - d. The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
5. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:
 - a. A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - b. Description of the product or service to be purchased; and

- c. The reasons the district is seeking this procurement method, which shall include any of the following:
 - (1) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment, supplies or services; or
 - (2) The required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments; or
 - (3) The particular product is for use in a pilot or an experimental project.

6. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:
 - a. If the total purchase is over \$5,000 but does not exceed \$100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file;
 - b. If the purchase does not exceed \$100,000, and the comparable product or service is available under an existing state cooperative purchasing contract, authorization from DAS, Central Purchasing, to proceed with the acquisition shall be first requested and obtained. Once authorization has been received the district may proceed with the acquisition subject to the requirements of this rule; or
 - c. If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.

7. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should result in substantial cost savings or other substantial benefits to the district by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

PRODUCT PREQUALIFICATION

1. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - a. The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - b. The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
2. The district has determined that special expertise required, generally, does not apply to this rule.
3. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

1. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

2. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
3. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
4. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
5. Subsection 3. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335 (2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

REQUEST FOR PROPOSAL

The district may, at its discretion, use RFP competitive procurement methods subject to the following conditions:

1. The procurement is advertised and a written solicitation document is issued that invites the submission of sealed, written offers to be opened publicly at a designated time and place; and
2. Contractual requirements are stated clearly in the solicitation document; and
3. Evaluation criteria and weighting factors to be applied in awarding the contract and the role of an evaluation committee are stated clearly in the solicitation document. Criteria used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, financial stability, operating efficiency, proposer qualifications and experience; and
4. The solicitation document clearly states all complaint processes and remedies available; and
5. The solicitation document states the provisions for proposers to comment on any specifications that they feel limit competition.

Findings of Fact/Conclusion of Compliance with Law

As the RFP process is an alternate method of competitive selection and not an exemption from the competitive procurement requirements of law, the district has determined that findings of fact are not required. It is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria. This meets the test of ORS 279C.335 (2)(b).

REQUIREMENTS CONTRACTS (BLANKET PURCHASE ORDERS, PRICE)

1. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
2. The district has determined that value engineering, specialized expertise required or technical complexity, generally, do not apply to this rule.
3. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
4. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
5. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.
6. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:
 - a. The original contract met the requirements of the public contracting code; and
 - b. The original contract allows other public agency usage of the contract; and
 - c. The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
7. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

1. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
2. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
3. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.

4. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.
5. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335 (2)(a). The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

WAIVER OF BID SECURITY REQUIREMENTS (PUBLIC IMPROVEMENT CONTRACTS UNDER \$100,000)

The LCRB may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than \$100,000. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under \$100,000, the district may impose a bid or quote security requirements for projects under \$100,000, when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the LCRB to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.

WAIVER OF PERFORMANCE AND PAYMENT SECURITY REQUIREMENTS (PUBLIC IMPROVEMENT CONTRACTS UNDER \$25,000)

The LCRB may, at its discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than \$25,000. Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than \$25,000, the district may impose a performance/payment security requirement for projects less than \$25,000 when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the LCRB to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.

PROJECTS WITH COMPLEX SYSTEMS OR COMPONENTS

1. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the District may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C and conditions enumerated in this exemption.
2. Definitions. For purposes of this exemption only: "Complex Systems" are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an "equal" specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. "Significant" is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

Finding of Fact/Conclusion of Compliance with the Law

It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of an RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will result in costs savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b).

ORS 279C enumerates how RFP's are to be used if authorized by the LCRB. This criteria, ensures that competitive means will be used and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption is not intended to be used for CM/GC projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the LCRB.

Lebanon Community Schools

Code: EFA-AR
Reviewed/Revised: 8/4/08; 5/6/10
Orig. Code(s): EFA-AR

Local Wellness Program

The district's comprehensive age-appropriate nutrition program will be implemented in district schools in accordance with the following requirements:

Definitions

1. "Accompaniment foods" means food items served along with another food to enhance palitability such as butter, jelly, cream cheese, salad dressing, croutons and condiments.
2. "Combination foods" means products that contain two or more components representing two or more of the recommended food groups: fruit; vegetable; dairy; protein; or grains.
3. "Competitive foods" means any food or drink sold in competition with the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) in food-service areas during the meal periods during the school day.
4. "Dietary Guidelines for Americans" means the current set of recommendations of the federal government that are designed to help people choose diets that will meet nutrient requirements, promote health, support active lives and reduce chronic disease risks.
5. "Entree item" means an item that is either:
 - a. A combination food of meat or meat alternate and whole grain rich food; or
 - b. A combination food of vegetable or fruit and meat or meat alternate; or
 - c. A meat or meat alternate alone with the exception of yogurt, low-fat or reduced fat cheese, nuts, seeds and nut or seed butters and meat snacks (such as dried beef jerky); or
 - d. Grains only when served in the SBP.
6. ~~"Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits;~~
7. ~~"Foods of minimal nutritional value (FMNV)" means:~~
 - a. ~~In the case of artificially sweetened foods, a food which provides less than five percent of the Reference Daily Intakes (RDI) for each of eight specified nutrients per serving; and~~
 - b. ~~In the case of all other foods, a food which provides less than five percent of the RDI for each of eight specified nutrients per 100 calories and less than five percent of the RDI for each of eight specified nutrients per serving. The eight nutrients to be assessed for this purpose are—protein, vitamin A, vitamin C, niacin, riboflavin, thiamine, calcium and iron;~~
 - e. ~~Food that is classified into four categories:~~

- ~~(1) Carbonated soft drinks;~~
- ~~(2) Chewing gum;~~
- ~~(3) Water ices; and~~
- ~~(4) Certain candies made predominantly from sweeteners such as hard candy, licorice, jelly beans, gum drops, marshmallows, fondant, cotton candy and candy-coated popcorn.~~

6. "Food service area" means any area on school premises where NSLP or SBP meals are both served and eaten, as well as any areas in which NSLP or SBP meals are either served or eaten.
7. "Meal period" means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.
8. "Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.
9. "Oregon Smart Snacks"¹ means the minimum nutrition standards for competitive foods and beverages.
- a. Food items, including accompaniment foods, must:
- (1) Be a grain product that contains 50 percent or more whole grains by weight or have as the first ingredient a whole grain (e.g., flour, flake or meal); or
 - (2) Have as the first ingredient, one of the non-grain major food groups: fruits; vegetables; dairy or protein foods (e.g., meat, beans, poultry, seafood, eggs, nuts, seeds); or
 - (3) Be a combination food that contains one-quarter cup of fruit and/or vegetable; or
 - (4) Have one of the food items above as a second ingredient if water is the first ingredient; or
 - (5) Contain 10 percent of the Daily Value of a nutrient of public health concern based on the most recent *Dietary Guidelines for Americans* (e.g., calcium, potassium, vitamin D or dietary fiber)²; and
 - (6) Meet all the competitive food nutrient standards:
 - (a) Calories:
 - (i) Snacks contain no more than:
 - 1) 150 calories as packaged or served for elementary level;
 - 2) 180 calories as packaged or served for middle school level;
 - 3) 200 calories as packaged or served for high school level.
 - (ii) Entrees contain no more than 350 calories as packaged or served.
 - (b) Total fat: contains 35 percent or less of total calories from fat per item as packaged or served.

¹Oregon Department of Education, www.ode.state.or.us

²Effective for the period through June 30, 2016. Effective July 1, 2016, this criterion is obsolete and may not be used to qualify as a competitive food.

- (i) Exemptions to the total fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts, seeds, nut or seed butters, products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat and seafood with no added fat.
- (c) Saturated fat: contains no more than 10 percent of total calories from saturated fat per item as packaged or served.
 - (i) Exemptions to the saturated fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts and products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat.
- (d) Transfat: contains 0 grams of trans fat per item as packaged or served.
- (e) Sugar must be no more than 35 percent by weight.
 - (i) Exempt from the sugar standard are:
 - 1) Dried whole fruits or vegetables;
 - 2) Dried whole fruit or vegetable pieces;
 - 3) Dehydrated fruits or vegetables with no added nutritive sweeteners; and
 - 4) Dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, blueberries, tart cherries).
- (f) Sodium:
 - (i) Snacks contain no more than 230 mg sodium³ per item as packaged or served.
 - (ii) Entrees contain no more than 480 mg sodium per item as packaged or served.
- (g) Caffeine free, except for naturally occurring trace amounts, for elementary and middle school level.
- (h) Exempt from all nutrients standards on any day are:
 - (i) Fresh, canned and frozen fruits or vegetables with no added ingredients except water.
 - (ii) Fruit packed in 100 percent juice, extra light or light syrup.
 - (iii) Canned vegetables that contain a small amount of sugar for processing purposes.

b. Beverages must be:

- (1) For elementary level students:

³On July 1, 2016, the sodium standard will move to 200 mg per item as packaged or served.

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), with portion size not to exceed 8 ounces and 150 calories;
- (c) Nonfat milk (including flavored), with portion size not to exceed 8 ounces and 150 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 8 ounces and 150 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
- (f) Caffeine free, except for naturally occurring trace amounts.

(2) For middle school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
- (f) Caffeine free, except for naturally occurring trace amounts.

(3) For high school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
- (f) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
- (g) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.

c. Use the nutrient standard for the lowest grade group when mixed grades have open access to competitive foods.

10. "School day" means a student education day beginning at midnight and ending at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities.

11. "Snack" means a food that is generally regarded as supplementing a meal and includes, but is not limited to, chips, crackers, onion rings, nachos, french fries, doughnuts, cookies, pastries, cinnamon rolls and candy.

Nutrition Promotion and Nutrition Education

Nutrition promotion and nutrition education shall focus on students' eating behaviors, be based on theories and methods proven effective by research and be consistent with state and local district health education standards. Nutrition education at all levels of the district's curriculum shall include, but not be limited to, the following essential components designed to help students learn:

1. Age-appropriate nutritional knowledge, including the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, handling and storage and cultural diversity related to food and eating;
2. Age-appropriate nutrition-related skills, including, but not limited to, planning a healthy meal, understanding and using food labels and critically evaluating nutrition information, misinformation and commercial food advertising; and
3. How to assess one's personal eating habits, set goals for improvement and achieve those goals.

In order to reinforce and support district nutrition education efforts, the principal is responsible for ensuring:

4. Nutrition instruction is closely coordinated with the school's nutrition and food services operation and other components of the school health program to reinforce messages on healthy eating and includes social learning techniques. To maximize classroom time, nutrition concepts shall be integrated into the instruction of other subject areas where possible;
5. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) are established to: provide screening, referral and counseling for nutritional problems; inform families about supplemental nutritional services available in the community (e.g., ~~food stamps~~SNAP, local food pantries, summer food services program, child and adult care food program), and implement nutrition education and promotion activities for school staff, Board members and parents;
6. In keeping with the district's nutrition program goals, all classroom reward or incentive programs involving food items are reviewed for approval to ensure that the foods served meet the requirements of the district's nutrition policy and regulation (i.e., all foods served fit in a healthy diet as recommended in the *Dietary Guidelines for Americans*, and contribute to the development of lifelong healthy eating habits for the district's students);
7. Child Nutrition Staff support nutrition education by marketing healthy meals and providing nutrition information to students and families.

Physical Activity

In order to insure students are afforded the opportunity to engage in physical activity in the school setting, the following guidelines apply:

1. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of science, math, social studies and language arts;
2. Physical education will be a course of study that focuses on students' development of motor skills, movement forms and health related fitness;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge;
4. All physical education classes will be taught by highly qualified physical education instructors; and
5. A daily recess period will be provided which will not be used as a punishment or a reward.
6. *Physical education instruction shall be a sequential, developmentally appropriate curriculum that is designed, implemented and evaluated to help students develop the knowledge, motor skills, self management skills, attitudes and confidence needed to adopt and maintain physical activity throughout their lives.*

Nutrition Guidelines and Food Services Operation

In order to support the school's nutrition and food services operation as an essential partner in the educational mission of the district and its role in the district's comprehensive nutrition program, the principal is responsible for ensuring:

1. The school encourages all students to participate in the school's NSLP and SBP meal opportunities;
2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;
3. The school's NSLP maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals or free milk in accordance with the National School Lunch Act;
4. The school's NSLP operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;
5. The school sells or serves varied and nutritious food choices consistent with the applicable federal government *Dietary Guidelines for Americans*. Schools contracting out the food service part of their NSLP and SBP shall form a nutrition advisory committee comprised of teachers, students and parents to assist in menu planning. A nutrition committee comprised of students, family members and school personnel will be encouraged to provide input in menu planning for districts operating their own food service component of the NSLP and SBP (i.e., food services purchasing, menu planning, food production and meal service). Cultural norms and preferences will be considered;
6. Food prices set by the district are communicated to students and parents. District pricing strategies will encourage students to purchase full meals and nutritious items;

7. Procedures are in place for providing to families, on request, information about the ingredients and nutritional value of the foods served;
8. Modified meals are prepared for students with special food needs:
 - a. The district will provide substitute foods to students with disabilities upon written parental permission and a medical statement by a physician that identifies the student's disability, states why the disability restricts the student's diet, identifies the major life activity affected by the disability, and states the food or foods to be omitted and the food or choice of foods that must be substituted;
 - b. Such food substitutions may be made for students without disabilities on a case-by-case basis when the parent submits a signed request that includes a medical statement signed by a physician, physician assistant, registered dietitian or nurse practitioner. The medical statement must state the medical condition or special dietary need that restricts the student's diet and provide a list of food(s) that may be substituted in place of the lunch or breakfast menu being served.
9. Food service equipment and facilities meet applicable local and state standards concerning health, safe food preparation, handling and storage, drinking water, sanitation and workplace safety;

10. Students are provided adequate time and space to eat meals in a pleasant and safe environment. School dining areas will be reviewed to ensure:
 - a. Tables and chairs are of the appropriate size for students;
 - b. Seating is not overcrowded;
 - c. Students have a relaxed environment;
 - d. Noise is not allowed to become excessive;
 - e. Rules for safe behavior are consistently enforced;
 - f. Tables and floors are cleaned between meal periods;
 - g. The physical structure of the eating area is in good repair;
 - h. Appropriate supervision is provided.

11. The guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)), as those regulations and guidance apply to schools.

Other School-Based Activities

The district will provide the following activities and encourage the following practices which promote local wellness:

1. Scoliosis screenings; and
2. Limit the amount of foods with no nutritional value that are sold in vending machines; and

Foods of Minimal Nutritional Value (FMNV) and Competitive Food Sales

In keeping with federal regulations, the district controls the sale of ~~FMNV~~ and all competitive foods.

~~Though federal regulations permit FMNV to be sold in food service areas before and after school meal periods, and outside of food service areas at any time, district schools shall meet minimum state requirements.~~

Accordingly, the district will select ~~from the following nutritional~~ food items⁴ ~~offered or included in all such sales;~~ that meet the Oregon Smart Snacks nutrition standards.

1. ~~Canned fruits;~~
2. ~~Fresh fruit (e.g., apples and oranges);~~
3. ~~Fresh vegetables (e.g., carrots);~~

⁴~~[This is a suggested list only.] Modify as necessary following nutrition committee input and state law.~~

- ~~4. Fruit juice and vegetable juice and bottled water[,] [within established state requirements];~~
- ~~5. Low fat crackers and cookies, such as fig bars and ginger snaps;~~
- ~~6. Pretzels;~~
- ~~7. Bread products (e.g., bread sticks, rolls, bagels and pita bread);~~
- ~~8. Ready to eat, low sugar cereals;~~
- ~~9. Granola bars made with unsaturated fat;~~
- ~~10. Low fat (one percent) or skim milk;~~
- ~~11. Low fat or nonfat yogurt;~~
- ~~12. Snack mixes of cereal and dried fruit with a small amount of nuts and seeds;~~
- ~~13. Raisins and other dried fruit;~~
- ~~14. Low fat crackers.~~

The sale of all other foods, ~~other than FMNV,~~ in competition with the district's NSLP [and SBP] meals shall be permitted ~~in school food service areas during school meal periods only~~ when all income from the food sales accrues to the benefit of the district's nutrition and food services operation or a school or student organization as approved by the Board.

Other Foods Offered or Sold

~~The district recognizes that federal government standards requiring schools to provide NSLP [and SBP] meals consistent with applicable Dietary Guidelines for Americans do not apply to competitive foods sold or served outside the food service areas as defined in this regulation.~~

Foods offered in classrooms or school-sponsored activities and food and beverages items sold after the school day as part of an approved school fund-raising events shall meet minimum state requirements unless otherwise exempt by state law.

Staff Development

Ongoing pre-service and professional development training opportunities for staff will be encouraged. Staff responsible for nutrition education will be encouraged to participate in professional development activities to effectively deliver the nutrition education program as planned. Nutrition and food services personnel receive opportunities to participate in professional development activities that address strategies for promoting healthy eating behavior, food safety, maintaining safe, orderly and pleasant eating

environments and other topics directly relevant to the employee's job duties. The Director of Nutrition is responsible to ensure such training is made available including, but not limited to, the following:

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds.

The Principal is responsible for the following:

1. Customer service and student and family involvement;
2. Marketing healthy meals;
3. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
4. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the principal is responsible for ensuring:

5. Nutrition education materials and cafeteria menus are sent home with students;
6. Parents are encouraged to send healthy snacks/meals to school;
7. Parents and other family members are invited to periodically eat with their student in the cafeteria;
8. Families are invited to attend exhibitions of student nutrition projects or health fairs;
9. Nutrition education workshops and screening services are offered;
10. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes, etc.);
11. School staff are encouraged to cooperate with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate;

12. School staff encourages and provides support for parental involvement in their children's physical education;

Program Evaluation

In order to evaluate the effectiveness of the local wellness program in promoting healthy eating, increased physical activity among students and to implement program changes as necessary to increase its effectiveness, the superintendent or designee is responsible for ensuring:

13. Board policy and this administrative regulation are implemented as written;
14. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and standards;
15. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program;
16. Teachers deliver *nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities;*
17. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
18. Teachers have received curriculum-specific training;
19. Families and community organizations are involved, to the extent practicable, in nutrition education; and

Lebanon Community Schools

Code: EFAA-AR
Adopted: 5/6/10
Revised: 6/16/11, 1/17/13

Reimbursable School Meals and Milk Programs (National School Lunch Program, School Breakfast Program, Special Milk Program)

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

Meal Pricing Procedures

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

Application Procedures

7. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals

¹The new requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 205 establishes new criteria for equity in school lunch pricing.

²According to Direct Certification and Certification of Homeless, Migrant and Runaway Children for Free School Meals, 7 C.F.R Part 245 (2011).

for the students listed on the official document. Districts must access this document at least three times per year.

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

Financial Management of the Nonprofit School Food Service

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

³For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

7. The district will meet the requirements for allowable NSLP and SBP costs as described in the ~~Office of Management and Budget (OMB) circular A-87 2 C.F.R. 200.~~
8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.
9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.
10. In the operation of its nutrition and food services program, the district will purchase food products that are produced in the United States, whenever possible.

Civil Rights and Confidentiality Procedures

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

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

Nutrition and Menu Planning

1. Meals and snacks served for reimbursement will meet the recommendations of the most current *Dietary Guidelines for Americans*.
2. Meals served for reimbursement will meet at least the minimum NSLP and SBP requirements for food items and quantities.
3. Meals served for reimbursement will:
 - a. Meet all ~~minimum and maximum~~ calorie range requirements by grade level;
 - b. Meet the maximum standards set for saturated fat;
 - c. Meet the maximum standards set for sodium by grade level⁴; and
 - d. Meet the requirement for zero grams of trans fats.
4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.
5. The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.
6. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.⁵

Use and Control of Commodity Foods

7. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the reimbursable lunch and breakfast program.
8. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.
9. The value of commodity foods used for any food production other than NSLP, SBP or snacks shall be replaced in the food service inventory.

⁴Implementation by the 2014-2015 school year.

⁵Modify the language of this item to be reflective of the options the district has selected for offer versus serve.

Accuracy of Reimbursement Claims

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

Food Safety and Sanitation Inspections

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

General USDA NSLP/SBP/SMP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.
2. Breakfast will be served in the morning hours, at or near the beginning of the student’s school day.
3. Lunch will be served between the hours of 10 a.m. and 2 p.m.
4. The district will provide substitute foods for students who are determined by a licensed physician to be legally disabled and whose disability restricts their diet. Substitutions will be provided only when a medical statement from the licensed physician is on file at the school. The medical statement must state the nature of the child’s disability and how the disability affects the child’s nutrition needs, and it must provide a medical prescription for substitute foods or texture modification. The district will not charge more than the price of the school meal, as determined by the child’s eligibility status, for substitute meals or foods.
5. The district will control the sale of the following foods of minimal nutritional value (FMNV): ~~carbonated beverages, water ices, chewing gum, hard candy, jelly and gum candies, marshmallow~~

candy, fondant (candy corn type), licorice, cotton candy and candy-coated popcorn competitive foods.

~~6. The district will ensure that soda pop vending machines and sales of other FMNV will not be allowed in any school's dining site(s) during the time(s) when NSLP lunch meals or SBP breakfast meals are served or eaten. Dining sites are cafeterias and any other place where NSLP lunch meals or SBP breakfast meals are served or eaten.~~

6. The district will ensure that potable drinking water will be available to students, free of charge for consumption in the place where meals are served during meal service.⁶

7. The district's meal charging requirements are as follows:

Students will receive a low balance slip when their account reaches a predetermined balance (five days). These slips go into the Tuesday folder to go home to parents. In the course of the five days before the balance reaches zero, the students are given a verbal reminder each day. If the balance reaches zero and there has been no money received, the students will be allowed one charge. If the money is not received into their account after the charged meal, the parents are again contacted along with the building principal. The students will receive ½ of a peanut butter and jelly sandwich, water and an apple until the account can be brought current. A Free and Reduced Application may be sent home at this time. No charging is allowed at the high school level.

Record Keeping

9. All currently approved and denied confidential applications for free and reduced price meals and all current direct certification documents will be maintained for three years after the current school year. Records will be maintained longer in the event of an unresolved audit(s), until the audit(s) has been completed.

10. All currently approved and denied confidential applications for free and reduced price meals and all current direct certification documents will be readily retrievable by school or site and made available to state or federal reviewers upon request.

11. The district will maintain financial records that account for all revenues and expenditures of the nonprofit school nutrition and food services programs for a period of three years after the school year to which they pertain.

⁶New requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 203.

Electronic Communications System

Definitions

1. "Technology protection measure," as defined by the Children's Internet Protection Act (CIPA), means a specific technology that blocks or filters Internet access to visual depictions that are:
 - a. Obscene, as that term is defined in Section 1460 of Title 18, United States Code;
 - b. Child pornography, as that term is defined in Section 2256 of Title 18, United States Code; or
 - c. Harmful to minors.
2. "Harmful to minors," as defined by CIPA, means any picture, image, graphic image file or other visual depiction that:
 - a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
 - b. Depicts, describes or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - c. Taken as a whole, lacks serious literary, artistic, political or scientific value to minors.
3. "Sexual act; sexual contact," as defined by CIPA, have the meanings given such terms in Section 2246 of Title 18, United States Code.
4. "Minor," as defined by CIPA, means an individual who has not attained the age of 17. For the purposes of Board policy and this administrative regulation, minor will include all students enrolled in district schools.
5. "Inappropriate matter," as defined by the district, means material that is inconsistent with general public education purposes, the district's mission and goals.¹
6. "District proprietary information" is defined as any information created, produced or collected by district staff for the business or education purposes of the district including but not limited to student information, staff information, parent or patron information, curriculum, forms and like items used to conduct the district's business.
7. "District software" is defined as any commercial or staff developed software acquired using district resources.

¹As inappropriate matter is not defined in the CIPA or regulations, districts should define the scope of what it will regard as inappropriate matter. The language provided in #5. is intended as a guide only.

General District Responsibilities

The district will:

1. Designate staff as necessary to ensure coordination and maintenance of the district's electronic communications system which includes all district computers, e-mail and Internet access;
2. Provide staff training in the appropriate use of the district's system including copies of district policy and administrative regulations. Staff will provide similar training to authorized system users;
3. Provide a system for authorizing staff use of personal electronic devices to download or access district proprietary information, that insures the protections of said information and insures its removal from the device when its use is no longer authorized;
4. Provide a system for obtaining prior written agreement from staff for the recovery of district proprietary information downloaded to staff personal electronic devices as necessary to accomplish district purposes, obligations or duties, and when the use on the personal electronic device is no longer authorized, to insure verification that information downloaded has been properly removed from the personal electronic device;
5. Cooperate fully with local, state or federal officials in any investigation relating to misuse of the district's system;
6. Use only properly licensed software, audio or video media purchased by the district or approved for use by the district. The district will comply with the requirements of law regarding the use, reproduction and distribution of copyrighted works and with applicable provisions of use or license agreements;
7. Install and use desktop and/or server virus detection and removal software;
8. Provide technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or with respect to the use of computers by minors, harmful to minors. A supervisor or other individual authorized by the principal may disable the technology protection measures to enable access for bona fide research or other lawful purposes, as deemed appropriate;
9. Prohibit access by minors, as defined by CIPA and this regulation, to inappropriate matter on the Internet and World Wide Web;
10. Provide staff supervision to monitor the online activities of students to prevent unauthorized access, including "hacking" and other unlawful activities online, and ensure the safety and security of minors when authorized to use e-mail, social media, chat rooms and other forms of direct electronic communication;
11. Provide student education about appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking and social media websites and in chat rooms;
12. Determine which users and sites accessible as part of the district's system are most applicable to the curricular needs of the district and may restrict user access, accordingly;

13. Determine which users will be provided access to the district's e-mail system;
14. Notify appropriate system users that:
 - a. The district retains ownership and control of its computers, hardware, software and data at all times. All communications and stored information transmitted, received or contained in the district's information system are the district's property and are to be used for authorized purposes only. Use of district equipment or software for unauthorized purposes is strictly prohibited. To maintain system integrity, monitor network etiquette and ensure that those authorized to use the district's system are in compliance with Board policy, administrative regulations and law, the school administrators may routinely review user files and communications;
 - b. Files and other information, including e-mail, sent or received, generated or stored on district servers are not private and may be subject to monitoring. By using the district's system, individuals consent to have that use monitored by authorized district personnel. The district reserves the right to access and disclose, as appropriate, all information and data contained on district computers and district-owned e-mail system;
 - c. Information and data entered or stored on the district's computers and e-mail system may become discoverable evidence if a public records request is made or a lawsuit is filed against the district. "Deleted" or "purged" data from district computers or e-mail system may be retrieved for later public records disclosure or disciplinary purposes, as deemed necessary by the district;
 - d. The district may set quotas on any aspect of electronic system usage.
 - e. Passwords used on the district's system are the property of the district.
 - f. When using password protected systems, employees must work under their own password.
 - g. Inappropriate or prohibited use as outlined below.
15. Ensure all student users and their parent/guardian complete and sign an agreement to abide by the district's electronic communications policy and administrative regulations. All such agreements will be maintained on file in the school office;
16. Notify users of known copyright infringing activities and deny access to or remove the material.

User Responsibilities

1. The conduct of computer users who access the Internet or send e-mails containing the district's domain address (@lebanon.k12.or.us) may be perceived as reflecting on the character and professionalism of the district. When engaging in such conduct, whether for personal or official purposes, employees are expected to do so in a responsible and professional manner. All employees are strongly advised to use only district systems for electronic communications with students.
2. Reasonable care is to be taken to avoid damage to district systems.
3. All users are responsible for exercising appropriate care to protect the district's computer systems against the introduction of viruses. When using the district's Internet access or electronic communications, equipment and capability, individuals must:
 - a. Use the Internet or electronic communication systems only in accordance with district, building, and department policy and /or regulations and/or law.
 - b. maintain the conditions of security (including safeguarding of passwords) under which they are granted access to such systems;
 - c. check with the appropriate district technical staff prior to downloading or accessing a file or document if the source of the file or other circumstances raises doubts about its safety.

System Access

1. Access to the district's system is authorized to:

Board members, district employees, students in grades, with parent approval and when under the direct supervision of staff, and district volunteers, district contractors or other members of the public as authorized by the system coordinator or district administrators consistent with the district's policy governing use of district equipment and materials.
2. Personal use means use that is not job-related. In general, incidental and occasional personal use of the district's Internet access or electronic communication systems is permitted; however, personal use is prohibited if it:
 - a. Interferes with the user's productivity or work performance, or with any other employee's productivity or work performance;
 - b. Adversely affects the efficient operation of the computer system
 - c. Violates any provision of this policy, any supplemental policy adopted by the building or department, other policy regulation, law or guideline as set forth by local, State or Federal law.

System Use Charges

The district assumes no responsibility or liability for any membership or phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs incurred by any personal usage of the district's system.

Information Content/Third Party Supplied Information

1. Although the District complies with CIPA requirements, system users and parents of student system users are advised that use of the district's system may provide access to materials that may be considered objectionable and inconsistent with the district's mission and goals. Should this occur, the district would request notification to the system administrator.
2. Opinions, advice, services and all other information expressed by system users, information providers, service providers or other third-party individuals are those of the providers and not the district.
3. System users may, with supervising teacher or system coordinator approval, order services or merchandise from other individuals and agencies that may be accessed through the district's system. These individuals and agencies are not affiliated with the district. All matters concerning merchandise and services ordered including, but not limited to, purchase terms, payment terms, warranties, guarantees and delivery are solely between the seller and the system user. The district makes no warranties or representation whatsoever with regard to any goods or services provided by the seller, district staff and administration shall not be a party to any such transaction or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of sellers.
4. The district does not warrant that the functions or services performed by or that the information or software contained on the system will meet the system user's requirements or that the system will be uninterrupted or error-free or that defects will be corrected. The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether express or implied including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein.

General Use Prohibitions/Guidelines/Etiquette

Operation of the district's system relies upon the proper conduct and appropriate use of system users. Students, staff and others granted system access are responsible for adhering to the following prohibitions and guidelines which require legal, ethical and efficient utilization of the district's system.

1. Prohibitions

The following conduct is strictly prohibited:

- a. Attempts to use the district's system for:
 - (1) Unauthorized solicitation of funds;
 - (2) Distribution of chain letters;
 - (3) Unauthorized sale or purchase of merchandise and services;
 - (4) Collection of signatures;
 - (5) Membership drives;
 - (6) Transmission of any materials regarding political campaigns.
- b. Attempts to upload, download, use, reproduce or distribute information, data, software, or file share music, videos or other materials on the district's system in violation of copyright law or applicable provisions of use or license agreements;

- c. Attempts to degrade, disrupt or vandalize the district's equipment, software, materials or data or those of any other user of the district's system or any of the agencies or other networks connected to the district's system;
- d. Attempts to evade, change or exceed resource quotas or disk usage quotas;
- e. Attempts to send, intentionally access or download any text file or picture or engage in any communication that includes material which may be interpreted as:
 - (1) Harmful to minors;
 - (2) Obscene or child pornography as defined by law or indecent, vulgar, profane or lewd as determined by the district;
 - (3) A product or service not permitted to minors by law;
 - (4) Harassment, intimidation, menacing, threatening or constitutes insulting or fighting words, the very expression of which injures or harasses others;
 - (5) A likelihood that, either because of its content or the manner of distribution, it will cause a material or substantial disruption of the proper and orderly operation of the school or school activity;
 - (6) Defamatory, libelous, reckless or maliciously false, potentially giving rise to civil liability, constituting or promoting discrimination, a criminal offense or otherwise violates any law, rule, regulation, Board policy and/or administrative regulation.
- f. Attempts to gain unauthorized access to any service via the district's system which has a cost involved or attempts to incur other types of costs without specific approval. The user accessing such services will be responsible for these costs;
- g. Attempts to post or publish personal student contact information unless authorized by the system coordinator or teacher and consistent with applicable Board policy pertaining to student directory information and personally identifiable information. Personal contact information includes photograph, age, home, school, work or e-mail addresses or phone numbers or other unauthorized disclosure, use and dissemination of personal information regarding students;
- h. Attempts to arrange student meetings with anyone on the district's system, unless authorized by the system coordinator or teacher and with prior parent approval;
- i. Attempts to use the district's name in external communication forums such as chat rooms without prior district authorization;
- j. Attempts to use another individual's account name or password, failure to provide the district with individual passwords or to access restricted information, resources or networks to which the user has not been given access.

Complaints

Complaints regarding use of the district's Electronic Communications System may be made to the teacher, principal, employee's supervisor or system coordinator. The district's established complaint procedure will be used for complaints concerning violations of the district's Electronic Communications System policy and/or administrative regulation. See Board policy KL - Public Complaints and accompanying administrative regulation.

Violations/Consequences

1. Students
 - a. Students who violate general system user prohibitions shall be subject to discipline up to and including expulsion and/or revocation of district system access up to and including permanent loss of privileges.
 - b. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions.
 - c. Disciplinary action may be appealed by parents, students and/or a representative in accordance with established district procedures.
2. Staff
 - a. Staff who violate general system user prohibitions shall be subject to discipline up to and including dismissal in accordance with Board policy, collective bargaining agreements and applicable provisions of law.
 - b. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions.
 - c. Violations of applicable Teacher Standards and Practices Commission (TSPC), Standards for Competent and Ethical Performance of Oregon Educators will be reported to TSPC as provided by OAR 584-020-0041.
 - d. Violations of ORS 244.040 will be reported to OGEC.
3. Others
 - a. Other guest users who violate general system user prohibitions shall be subject to suspension of system access up to and including permanent revocation of privileges.
 - b. Violations of law will be reported to law enforcement officials or other agencies, as appropriate, and may result in criminal or civil sanctions.

Telephone/Membership/Other Charges

1. The district assumes no responsibility or liability for any membership or phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs incurred by any home usage of the district's system.
2. Any disputes or problems regarding phone services for home users of the district's system are strictly between the system user and their local phone company and/or long distance service provider.

Information Content/Third Party Supplied Information

1. System users and parents of student system users are advised that use of the district's system may provide access to materials that may be considered objectionable and inconsistent with the district's mission and goals. Parents should be aware of the existence of such materials and monitor their student's home usage of the district's system accordingly.
2. Opinions, advice, services and all other information expressed by system users, information providers, service providers or other third-party individuals are those of the providers and not the district.
3. System users may, with supervising teacher or system coordinator approval, order services or merchandise from other individuals and agencies that may be accessed through the district's system. These individuals and agencies are not affiliated with the district. All matters concerning merchandise and services ordered including, but not limited to, purchase terms, payment terms, warranties, guarantees and delivery are solely between the seller and the system user. The district makes no warranties or representation whatsoever with regard to any goods or services provided by the seller. District staff and administration shall not be a party to any such transaction or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of sellers.
4. The district does not warrant that the functions or services performed by or that the information or software contained on the system will meet the system user's requirements or that the system will be uninterrupted or error-free or that defects will be corrected. The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether express or implied including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein.

**~~Administering Noninjectable/Injectable Medicines to Students~~
Prescription/Nonprescription Medication **/***

Students may, subject to the provisions of this regulation, have ~~noninjectable/injectable~~ prescription or nonprescription medication administered by designated, trained staff. Self-medication by students will also be permitted in accordance with this regulation and state law.

1. Definitions

- a. "Prescription medication" means any ~~noninjectable/injectable~~ drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken either internally or externally by a student under the written direction of a physician. Prescription medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. Prescription medication does not include dietary food supplements.
- b. "Nonprescription medication" means only commercially prepared, nonalcohol-based medication to be taken at school that is necessary for the student to remain in school. This shall be limited to eye, nose and cough drops, cough suppressants, analgesics, decongestants, antihistamines, topical antibiotics, anti-inflammatories and antacids that do not require written or oral instructions from a physician. Nonprescription medication does not include dietary food supplements.
- c. "Physician" means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, a nurse practitioner with prescriptive authority licensed by the Oregon State Board of Nursing, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon or a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon.
- d. "Student self-medication" means a student must be able to administer medication to himself/herself without requiring a trained staff member to assist in the administration of the medication.
- e. "Age-appropriate guidelines" means the student must be able to demonstrate the ability, developmentally and behaviorally, to self-medicate with permission from parent or guardian, administrator and in the case of a prescription medication, a physician.
- f. "Training" means yearly instruction, by a qualified trainer, to be provided to designated staff on the administration of prescription and nonprescription medication, based on requirements set out in guidelines approved by the Oregon Department of Education (ODE), including discussion of applicable district policies, procedures and materials.
- g. "Qualified trainer" means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a physician, or a pharmacist licensed by the State Board of Pharmacy for the state of Oregon.

- h. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen or dust.
- i. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- j. “Designated staff” means the staff person who is designated by the building principal to administer prescription or nonprescription medication.

2. Designated Staff/Training

- a. The principal will designate trained staff authorized to administer prescription or nonprescription medication to students ~~within individual school buildings and while participating at school-sponsored activities on or off district property~~ while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this regulation.
- b. The principal will ensure the training required by law and Oregon Administrative Rules is provided. Training must be conducted by a qualified trainer.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects and allergic reactions, and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. Training will be provided yearly to designated staff authorized to administer medication to students.
- e. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- f. [A statement that the designated staff member has received the required training will be signed by the staff member and filed in the district office.]

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated district staff to any student or other individual on school premises who the personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. Administering Medications to Students

- a. Requests for designated staff to administer medication to a student may be approved by the district ~~as follows~~ and subject to the following:
 - (1) A written request for the district designated staff to administer prescription medication to a student, if because of the prescribed frequency for the medication, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-

owned property and in transit to or from school or school-sponsored activities, must be submitted to the school office ~~to~~ and shall include:

- (a) The written signed permission of the parent or guardian;
- (b) The written instruction from the physician, physician assistant or nurse practitioner for the administration of the prescription medication to the student including:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) ~~Route Method of administration;~~
 - (iv) Dosage;
 - (v) Frequency of administration; and
 - (vi) Other special instruction, if any.

The prescription label will be considered to meet this requirement if it contains the information listed in (ai.)-(fv.i.) above.

- (2) A written request for the district to administer nonprescription medication must be submitted to the school office ~~to~~ and shall include:
 - (a) *The written signed permission of the parent or guardian;*
 - (b) The written instruction from the parent or guardian for the administration of the nonprescription medication to the student including:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) ~~Route Method of administration;~~
 - (iv) ~~Dosage;~~
 - (v) Frequency of administration;
 - (vi) ~~Other special instruction, if any.~~
- b. Medication is to be submitted in its original container;
- c. Medication is to be brought to and returned from the school by the parent;
- d. It is the parent's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- e. *It is the parent's responsibility to ensure that the school is informed in writing of any changes in medication instructions;*
- f. In the event a student refuses medication, the parent will be notified immediately. No attempt will be made to administer medication to a student who refuses district-administered medication;
- g. Any error in administration of medication will be reported to the parent immediately [and documentation made on the district's Accident/Incident Report form]. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, ~~time~~-frequency of administration, ~~route~~ method of administration, etc.;
- h. Medication shall not be administered or self-medication allowed until the necessary permission form and written instructions have been submitted as required by the district.

5. Student Self-medication of a Prescription or Nonprescription Medication

- a. Student self-medication of prescription and nonprescription medication for by K-12 students, including students with asthma or severe allergies, will be allowed subject to the following:
- (1) A parent (or guardian) signed permission form and other documentation requested by the district must be submitted for self-medication of all prescription and nonprescription medications; ~~In the case of prescription medications, permission from the physician or other licensed health care professional is also required. Such permission may be indicated on the prescription label.~~
 - (2) A prescription written by an Oregon licensed health care professional that includes a written treatment plan from a licensed health care professional for the managing of the student's asthma, diabetes and/or severe allergy, and will be required for use of medication by the student during school hours while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, and acknowledgment the student has been instructed in the correct and responsible use of the medication;
 - (3) Principal permission is required for all self-medication of prescription medicine requests; is required.
- b. Student self-medication of nonprescription medication by K-12 students may be allowed subject to the following:
- (1) A parent or guardian permission form and other documentation requested by the district must be submitted for self-medication of all nonprescription medications. The signed form from the parent or guardian will ensure the student has received proper instruction for use.
- c. Students who are developmentally and/or behaviorally unable to self-medicate will be provided assistance by designated school staff. A permission form and written instructions will be required as provided in Section 34.a. and b. above;
- d. All prescription and nonprescription medication must be kept in its appropriately labeled, original container, as follows:
- (1) Prescription labels must specify the name of the student, name of the medication, dosage, route method of administration and frequency or time of administration and any other special instruction including student permission for the student to self-medicate;
 - (2) Nonprescription medication must have the student's name affixed to the original container.
- e. The student may have in his/her possession only the amount of medication needed for that school day, except for manufacture's packaging that contains multiple dosage, the student may carry one package, such as but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- f. Sharing and/or borrowing of any medication with another student is strictly prohibited;
- g. [Any medication required for use longer than [10] school days will be permitted only upon the written request of the parent;]

- h. For students who have been prescribed bronchodilators or epinephrine, staff will request from the parent or guardian, that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided by the parent or guardian, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
- i. Upon written parent request and with a physician's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
- j. Permission to self-medicate may be revoked if the student violates the Board's policies ~~JHCD – Administering Noninjectable Medicines to Student and JHCDA – Administering Injectable Medicines to Students~~ policy and/or these regulations. Additionally, students may be subject to discipline, up to and including expulsion, as appropriate.

6. Handling, Storage, Monitoring Medication Supplies

- a. Medication administered by designated staff and or self administered by the student, ~~medication~~ must be delivered by the parent to the school, in its original container, accompanied by the permission form and written instructions, as required above.
- b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated staff in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
- c. Designated staff will follow the written instructions of the physician and parent and training guidelines as may be recommended by ODE for administering all forms of ~~noninjectable/ injectable~~ *prescription and/or nonprescription medications*.
- d. Medication will be secured as follows:
 - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box [used solely for the storage of medication];
 - (2) Medications requiring refrigeration will be stored in a [locked box in a refrigerator] [separate refrigerator used solely for the storage of medication];
 - (3) Access to medication storage keys will be limited to the principal and designated school staff.
- e. Designated staff will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated staff will notify the parent immediately.

7. Emergency Response

- a. Designated staff will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent[, school nurse] and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent immediately.

8. Disposal of Medications

- a. Medication not picked up by the parent at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated staff in a nonrecoverable fashion as follows:
 - (1) Medication in capsule, tablet and liquid form will be removed from their original container (destroy any personal information). Crush solid medications, mix or dissolve in water (this applies to liquid as well) and mix with an undesirable substance such as coffee grounds, kitty litter, flour etc., and place it in impermeable non-descriptive containers such as empty cans or sealable bags, placing these containers in the trash. Flush prescriptions down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so (~~ONDCP Federal Government Guidelines February 20, 2007~~);
 - (2) Other medication will be disposed of in accordance with established training procedures including sharps and glass.
- b. All medication will be disposed of by designated staff in the presence of another school employee and documented as described in 89. a., below.

9. Documentation and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:
 - (1) The name, dose and route of medication administered, date, time of administration and name of the person administering the medication;
 - (2) Student refusals of medication;
 - (3) Errors in administration of medication¹;
 - (4) Emergency and minor adverse reaction incidents¹;
 - (5) Discrepancies in medication supply;
 - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.
- b. All records relating to administration of medicines, including permission slips and written instructions, will be maintained in a separate medical file apart from the student's education records file unless otherwise related to the student's educational placement and/or

¹Designated staff may note incident by symbol in medication log and attach detailed documentation as necessary.

- individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
- c. Student medical files will be kept confidential. Access shall be limited to those designated school staff authorized to administer medication to students, the student and his/her parents. Information may be shared with staff with a legitimate educational interest in the student or others as may be authorized by the parent in writing.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription and/or nonprescription medication as per ORS 339.870 state law.

A school administrator, school nurse, teacher or other district employee designated by the school administrator, ~~the school district and members of the district board~~, are not liable in a criminal action or for civil damages as a result of a student's use of self-administration of medication, when that person in good faith assisted the student in self-administration of the medication, as per state law.

A school administrator, school nurse, teacher or other district employee are not liable in a criminal action or for civil damages, when in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy, who is unable to self administer the medication, as per state law.

A school district and the members of a school district board are not liable in a criminal action or for civil damages when a student or individual is unable to self-administer medication, when any person in good faith administers autoinjectable epinephrine to a student or individual, as per state law.

R10/23/14 | PH

Lebanon Community Schools

Code: **LBE-AR**
Revised/Reviewed: 8/29/08, 1/20/11, 12/15/11,
11/21/13

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) - ~~(x)~~(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) - ~~(x)~~(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, 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) 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. ~~Proposals that minimally address or leave out any of the required components are not complete and may be returned to the applicant.~~
- 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 29 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. 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.

(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;
 - (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 Chapter 657 (Employment Department law);
 - (14) Health and safety statutes and rules;

- (15) Any statute or rule listed in the charter;
 - (16) The statewide assessment system developed by the Oregon Department of Education (ODE) for Mathematics, Science and English under ORS 329.485 (42);
 - (17) The academic content standards and instruction (ORS 329.045);
 - (18) Any statute or rule that establishes requirements for instructional time;
 - (19) Prohibition of infliction of corporal punishment (ORS 339.250 (12));
 - (20) Reporting of suspected child-abuse of a child and sexual conduct, and training on prevention and identification of abuse and sexual conduct (ORS 339.370, 339.372, 339.388 and 339.400);
 - (21) Diploma, modified diploma, extended diploma and alternative certificate standards (ORS 329.451);
 - (22) Statutes and rules that expressly apply to public charter schools;
 - (23) Statutes and rules that apply to special government body ORS 174.117, or public body ORS 174.109;
 - (24) 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) 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) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;
 - (9) 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) 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);
 - (11) 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) 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;

- 1
- (13) 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) 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) 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, but no earlier than 210 days before 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) ~~On or after July 1, 201~~ 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.

Business Report

By: Linda Darling, Business Director
November 13, 2014

Financial Report: (Enclosure F-1)

The 2014-2015 Financial Board report included in this Board packet, reflects all projected revenue and expenditures for 2013-2014 along with the budgeted and spent or encumbered amounts for 2014-2015. The projected Ending Fund Balance (EFB) for 2013-2014 is \$3,162,470. This figure may change, but it is not likely, as the audit is finalized. The projected EFB for 2014-2015 is \$2,861,800. There was a slight change from October's projected EFB of \$2,737,900 to Nov's \$2,861,800; the majority of the change is the reduced projected amount for salaries and benefits in Licensed, Classified, and Administration.

U.S Securities and Exchange Commission's (SEC) Municipalities Continuing Disclosure Cooperation (MCDC) Initiative: (Enclosure F-2)

Enclosed is Resolution 1415-02 which gives Superintendent Hess and/or myself, in consultation with the District's bond counsel, the authority to prepare and submit all documentation required to participate in the MCDC Initiative, if the Authorized Representative determines such reporting to be advisable. At this time we do believe that self-reporting is the appropriate action. A draft of the Self-Reporting Questionnaire to be filed by Dec. 1st, 2014 is included in the enclosure.

Budget Calendar: (Enclosure F-3)

The Proposed Budget Calendar is enclosed for your review and input. The timeline is developed to have the proposed budget and budget meetings in April and May; this will allow us to have maximum information from the State as this is a legislative year.

Budget Committee Openings:

We currently have received one application for the one 3-year term Budget Committee opening. The following is the timeline for filling this position:

- Post open positions in the paper (Oct. 2014) and webpage (Oct. – Nov. 2014)
- Accept applications through Dec. 5, 2014
- Board interview applicants and appoint new members Jan. 8, 2015

2014-2015 General Fund Summary Report

	10/11 Actual	11/12 Actual	12/13 Actual	13/14 Project 10/2/2014	14/15 Budget	11-4-14 YTD & Enc	11-4-14 Balance	14/15 Project 11/6/2014
General Fund - Revenue								
SSF Formula	27,355,256	28,932,900	30,017,096	33,010,960	34,260,000	11,019,043	23,240,957	34,500,000
SSF Adjustment	(279,025)	784,064	337,479	354,710	-	-	-	(250,000)
State Fiscal Stabilization Fund	446,624	-	-	-	-	-	-	-
Federal Ed Jobs	810,332	11,974	-	-	-	-	-	-
School Year SubAccount	106,374	898,088	-	-	-	-	-	-
Loan Receipts	-	119,000	-	-	-	-	-	-
Interest	60,225	62,615	59,860	55,090	40,000	10,505	29,495	51,000
Third Party Billing	31,968	31,047	50,472	35,680	70,000	2,777	67,223	45,000
TMR	161,370	187,235	176,000	189,020	175,000	-	175,000	184,000
JROTC	56,194	61,985	62,358	44,880	62,000	21,218	40,782	64,000
Other	368,102	360,139	422,445	493,650	380,400	141,962	238,438	375,000
Interfund Transfer	60,000	20,123	60,000	680,000	60,000	10,009	49,991	60,000
BFB	5,134,115	3,062,267	2,596,141	1,065,340	2,400,000	3,162,455	(762,455)	3,162,400
Total	34,311,536	34,531,437	33,781,852	35,929,330	37,447,400	14,367,969	23,079,431	38,191,400
	=====	=====	=====	=====	=====	=====	=====	=====
General Fund - Expenses								
Salaries	15,683,004	15,883,359	16,090,527	15,946,120	16,420,371	15,369,309	1,051,062	16,301,400
Benefits	8,821,743	9,459,887	9,467,455	9,750,260	10,633,677	9,374,296	1,259,381	10,101,100
P. Services	4,006,894	4,076,037	4,635,957	4,781,690	5,744,518	2,137,710	3,606,808	5,390,200
Supplies	1,016,745	1,376,729	1,165,368	1,123,620	1,420,884	836,545	584,339	1,271,700
Capital Outlay	21,093	16,030	23,301	-	30,000	-	30,000	23,300
Other Objects	254,791	260,076	240,048	262,800	302,950	261,132	41,818	296,900
Transfers	1,326,000	863,180	1,093,860	902,370	1,945,000	1,560,000	385,000	1,945,000
Contingency	-	-	-	-	950,000	-	950,000	-
Total	31,130,269	31,935,297	32,716,516	32,766,860	37,447,400	29,538,992	7,908,408	35,329,600
	=====	=====	=====	=====	=====	=====	=====	=====
	<i>Projected Ending Fund Balance</i>			3,162,470	<i>Projected Ending Fund Balance</i>			2,861,800

2014-2015 General Fund Summary Report

	10/11 Actual	11/12 Actual	12/13 Actual	13/14 Project 10/2/2014	14/15 Budget	11-4-14 YTD	11-4-14 Balance	14/15 Project 11/6/2014
SSF Formula								
Taxes	7,365,068	7,533,685	7,841,946	7,903,430	7,830,000	91,132	7,738,868	8,061,000
Federal Forest Fees	375,840	233,611	226,617	270,220	-	-	-	-
Common School	310,174	325,406	348,692	390,780	370,000	-	370,000	370,000
State Timber	100,621	27,968	53,044	211,000	100,000	-	100,000	100,000
School Support Fund	19,203,553	20,812,230	21,546,797	24,235,530	25,960,000	10,927,911	15,032,089	25,969,000
Adjustments to SSF Payments								
Adj for HC Disability Grant	(620)	10,520	8,476	44,590	-	-	-	-
Adj for 09/10 payment	(278,405)	-	-	-	-	-	-	-
Adj for 10/11 payment	-	773,544	-	-	-	-	-	-
Adj for 11/12 payment	-	-	329,004	-	-	-	-	-
Adj for 12/13 payment	-	-	-	310,120	-	-	-	-
Adj for 13/14 payment	-	-	-	-	-	-	-	(250,000)
State Fiscal Stabilization Fund	446,624	-	-	-	-	-	-	-
Federal Ed Jobs	810,332	11,974	-	-	-	-	-	-
School Year SubAccount	106,374	898,088	-	-	-	-	-	-
Total SSF Formula	28,439,562	30,627,026	30,354,576	33,365,670	34,260,000	11,019,043	23,240,957	34,250,000
Loan Receipts		119,000	-	-	-	-	-	-
Interest of Investments	60,225	62,615	59,860	55,090	40,000	10,505	29,495	51,000
Third Party billing - Medicaid	31,968	31,047	50,472	35,680	70,000	2,777	67,223	45,000
TMR	161,370	187,235	176,000	189,020	175,000	-	175,000	184,000
JROTC reimbursement	56,194	61,985	62,358	44,880	62,000	21,218	40,782	64,000
Other								
Outdoor School	-	2,641	-	-	-	-	-	-
Rental Fees	22,068	23,055	24,695	24,990	22,000	4,951	17,050	25,000
Fees Charged to Grants	66,021	36,491	53,440	-	50,000	-	50,000	-
Miscellaneous	217,139	243,065	278,595	396,770	233,400	68,290	165,110	275,000
E-Rate reimbursement	62,875	54,886	65,715	71,890	75,000	68,721	6,279	75,000
Interfund Transfer - Athletics	60,000	20,123	60,000	680,000	60,000	10,009	49,991	60,000
Beginning Fund Balance	5,134,115	3,062,267	2,596,141	1,065,340	2,400,000	3,162,455	(762,455)	3,162,400
Total	34,311,536	34,531,437	33,781,852	35,929,330	37,447,400	14,367,969	23,079,431	38,191,400
	=====	=====	=====	=====	=====	=====	=====	=====

2014-2015 General Fund Summary Report

Obj	Description	10/11	11/12	12/13	10/2/2014	14/15	11-4-14	11-4-14	11-4-14	10/2/2014
		Actual	Actual	Actual	13/14 Project	Adopted Budget	YTD	Encumb	Balance	14/15 Project
111	Certified salaries	9,630,593	9,660,974	9,691,110	9,312,210	9,649,762	1,615,526	7,672,871	361,366	9,375,000
112	Classified salaries	3,390,242	3,400,585	3,570,418	3,821,770	4,076,721	926,339	3,145,111	5,271	4,161,000
113	Administrative salaries	1,243,817	1,403,982	1,356,839	1,409,050	1,505,040	484,014	975,568	45,458	1,460,000
114	Managerial - classified	240,110	201,463	124,134	92,860	94,714	31,571	63,143	-	94,700
116	Retirement stipends	176,948	112,059	98,858	99,060	75,000	30,282	45,342	(623)	76,000
118	Retirement Support Program	-	158,650	159,600	159,600	-	-	-	-	-
119	Confidential salaries	141,433	144,538	146,195	125,870	130,223	42,765	85,879	1,579	128,700
121	Certified subs	344,129	314,409	337,851	364,590	329,071	26,677	-	302,394	367,000
122	Classified subs	136,414	100,730	109,047	147,570	92,000	13,415	-	78,585	148,000
123	Temp certified	61,837	71,639	51,529	61,460	57,500	3,180	-	54,320	65,000
124	Temp classified	-	-	-	3,780	500	-	-	500	500
127	Student helpers salaries	2,820	3,405	2,884	12,470	6,000	8,820	-	(2,820)	18,000
131	Overtime	18,862	15,248	-	-	-	-	-	-	-
132	Compensation time	14,254	14,077	12,822	19,030	15,000	1,252	-	13,748	19,000
133	Extra duty	124,409	113,359	174,502	149,430	207,480	116,444	48,125	42,911	210,000
134	Classified extra hrs	96,860	111,939	127,482	123,910	135,000	32,622	-	102,378	127,500
135	Vacation Payoff	15,667	18,341	31,234	17,380	13,400	-	-	13,400	20,000
136	Mentor teacher pay	15,374	3,456	2,438	1,570	-	83	-	(83)	2,500
137	Personal Leave Payout	24,560	26,297	25,750	22,060	25,560	75	-	25,485	25,000
138	Department Head Extra Duty	4,675	6,810	2,300	2,120	6,000	188	-	5,812	2,500
140	Salary Settlements	-	-	64,867	-	-	-	-	-	-
142	Taxable Meal Reimbursement	-	1,398	667	330	1,400	19	-	1,381	1,000
	Total Salaries	15,683,004	15,883,359	16,090,527	15,946,120	16,420,371	3,333,272	12,036,038	1,051,062	16,301,400
210	PERS	2,943,902	3,690,522	3,708,868	3,955,690	4,371,213	789,568	2,882,567	699,078	3,807,300
220	Social Security	1,143,688	1,162,516	1,173,990	1,183,580	1,245,038	248,078	888,001	108,958	1,207,400
231	Worker's Comp	125,923	115,962	130,637	119,160	188,497	15,652	110,384	62,461	132,100
241	Employee Ins - Admin	158,787	164,096	163,789	168,640	198,715	57,949	119,999	20,767	180,000
242	Employee Ins - Certified	2,122,439	2,043,638	2,038,405	2,146,030	2,412,541	382,273	1,875,431	154,837	2,450,000
243	Employee Ins - Classified	1,446,732	1,457,700	1,691,683	1,721,370	1,805,454	381,857	1,456,315	(32,718)	1,920,000
244	Employee Ins - Other	28,402	29,739	31,766	20,640	22,820	6,894	13,806	2,120	20,700
245	Employee Ins - Retired	653,832	623,207	472,809	389,150	340,000	101,959	-	238,041	340,000
246	Classified Insurance Pool	152,008	123,906	4,979	-	-	-	-	-	-
247	TSA	46,031	48,601	50,530	46,000	49,399	10,379	33,184	5,837	43,600
	Total Benefits	8,821,743	9,459,887	9,467,455	9,750,260	10,633,677	1,994,608	7,379,688	1,259,381	10,101,100

2014-2015 General Fund Summary Report

Obj	Description	10/2/2014				11/4-14				10/2/2014
		10/11 Actual	11/12 Actual	12/13 Actual	13/14 Project	Adopted Budget	11-4-14 YTD	11-4-14 Encumb	11-4-14 Balance	14/15 Project
311	Instructional Services	2,375	466	300	69,270	800	4,220	45,117	(48,537)	85,000
312	Instr Prog Improve Service	10,335	329	8,800	18,730	32,000	9,448	95	22,458	35,000
319	Other Instr-Prof-Tech SVCS	2,952	4,498	20,884	14,980	16,500	10,710	-	5,790	20,900
322	Repairs & Maintenance	113,533	101,144	87,245	101,490	98,250	54,007	26,677	17,566	101,500
323	Radio Service	5,202	2,441	1,188	-	2,500	-	-	2,500	2,400
324	Rentals	119,548	94,807	137,321	121,200	150,650	45,117	93,953	11,580	137,300
325	Electricity	368,160	403,126	414,837	440,340	455,980	130,407	-	325,573	444,700
326	Fuel	209,808	198,605	159,642	187,490	226,000	13,819	-	212,181	198,600
327	Water & Sewer	94,849	101,759	130,496	112,990	145,300	54,452	-	90,848	130,500
328	Garbage	82,994	81,112	82,910	77,680	94,600	21,629	-	72,971	82,900
329	Other Property Services	5,623	4,124	675	420	5,500	2,388	5,934	(2,823)	4,100
330	Reimb. Student Transportation	-	-	-	4,200	2,600	-	1,591	1,009	4,200
340	Travel	67,079	75,073	62,436	65,320	166,350	29,036	6,212	131,102	77,500
343	Travel - Student - Out of Dist.	-	-	191	1,670	1,500	-	-	1,500	1,700
346	Meals/Transportation	1,819	265	228	150	500	16	-	484	300
348	Staff Tuition	14,452	9,821	15,033	30,650	28,000	4,079	2,115	21,806	30,700
351	Telephone	51,698	54,376	66,659	67,510	75,500	19,159	8,196	48,145	68,900
353	Postage	24,418	20,143	17,610	25,890	28,450	6,611	-	21,839	25,900
354	Advertising	6,763	2,147	1,316	1,870	2,800	1,422	348	1,030	2,100
355	Printing & Binding	24,823	22,633	14,735	13,900	30,838	21,862	1,931	7,045	74,800
360	Charter School Payments	1,421,285	1,658,152	1,800,976	1,954,970	2,304,000	930,119	-	1,373,881	2,232,000
362	Insurance Reimbursement	87	366	643	-	-	-	-	-	-
371	Tuitions Payments to Other Dist.	16,345	-	32,878	37,250	175,000	36,080	4,490	134,430	42,000
373	Tuition Pay Private School	-	-	-	-	5,000	-	-	5,000	-
374	Other Tuition	611,940	471,836	906,502	782,260	865,000	51,624	44,150	769,226	844,400
381	Audit Services	30,140	25,800	21,950	27,150	35,000	10,000	-	25,000	30,100
382	Legal Services	9,295	6,265	6,776	9,010	25,000	392	-	24,608	9,300
384	Negotiation Services	-	2,444	5,449	14,340	-	-	-	-	7,400
385	Management Services	9,038	3,700	-	-	-	-	-	-	-
386	Data Processing SVCS	88,244	122,699	53,576	57,260	100,500	21,061	1,056	78,383	80,400
387	Statistical Services	-	6,300	1,000	-	-	-	-	-	-
388	Election Services	7,014	-	6,410	-	10,000	-	-	10,000	7,000
389	Other Non_instr Pro/Tech	572,801	571,302	543,914	510,400	617,300	97,880	288,247	231,173	572,800
391	Physical Exams - Drivers	2,510	2,530	2,540	2,180	3,700	450	2,050	1,200	2,400
392	Drug Tests Drivers	2,345	2,576	1,535	1,110	3,000	475	1,525	1,000	2,600
393	Child Care Services	21,000	18,900	22,000	22,000	25,000	4,400	17,600	3,000	22,000
394	Sub calling service	6,383	5,132	5,464	5,540	6,400	5,559	-	841	5,600
396	Criminal History checks	110	181	1,440	2,330	2,000	-	-	2,000	2,300
398	Fingerprinting	1,923	986	400	140	3,000	-	-	3,000	900
	Total P. Services	4,006,894	4,076,037	4,635,957	4,781,690	5,744,518	1,586,422	551,288	3,606,808	5,390,200

2014-2015 General Fund Summary Report

Obj	Description	10/11	11/12	12/13	10/2/2014	14/15	11-4-14	11-4-14	11-4-14	10/2/2014
		Actual	Actual	Actual	13/14 Project	Adopted Budget	YTD	Encumb	Balance	14/15 Project
406	Gas Oil & Lubricants	171,711	196,328	202,584	189,900	237,400	31,393	181,141	24,867	202,600
410	Supplies & Materials	376,582	314,876	359,880	356,320	409,490	145,351	33,967	230,172	376,600
413	Vehicle repair parts	37,483	47,675	41,968	54,780	60,500	17,509	26,285	16,706	54,800
414	Transportation operations	11,055	5,025	4,379	5,260	5,000	1,805	3,078	117	5,300
420	Textbooks	98,683	240,848	120,737	173,650	138,000	59,983	24,285	53,733	158,500
430	Library Books	11,442	11,506	10,819	6,640	12,700	2,455	30	10,215	10,100
440	Periodicals	4,649	2,964	4,440	3,750	5,230	3,251	816	1,164	4,000
460	Equipment under 5K	87,600	167,151	141,047	122,130	198,290	36,680	5,848	155,762	167,200
470	Computer software	99,921	143,181	118,839	139,150	184,602	111,721	15,201	57,681	143,200
480	Computer hardware	117,621	247,175	160,675	72,040	169,672	109,697	28,051	33,924	149,400
	Total Supplies & Materials	1,016,745	1,376,729	1,165,368	1,123,620	1,420,884	519,844	316,700	584,339	1,271,700
540	Equipment	21,093	16,030	23,301	-	30,000	-	-	30,000	23,300
	Total Capital Outlay	21,093	16,030	23,301	0	30,000	0	0	30,000	23,300
621	Regular Interest	-	-	-	-	500	-	-	500	-
640	Dues & Fees	60,148	78,723	50,998	51,930	68,850	43,894	25	24,931	78,700
650	Insurance & Judgments	189,443	171,353	189,050	210,870	233,600	217,213	-	16,387	218,200
659	Settlements	5,200	10,000	-	-	-	-	-	-	-
	Total Other Objects	254,791	260,076	240,048	262,800	302,950	261,107	25	41,818	296,900
710	Transfer - Technology	80,000	50,000	50,000	50,000	175,000	175,000	-	-	175,000
711	Transfer - Classroom Furniture	-	-	-	-	50,000	50,000	-	-	50,000
712	Transfer - Textbook Adoption	120,000	128,000	200,000	50,000	350,000	350,000	-	-	350,000
713	Transfer - Capital Improvement	300,000	-	200,000	150,000	225,000	225,000	-	-	225,000
714	Transfer - Track and Turf Fund	-	100,000	100,000	100,000	110,000	110,000	-	-	110,000
715	Transfer - Athletic Fund	320,000	336,000	336,000	336,000	365,000	365,000	-	-	365,000
716	Transfer - Bus Replacement	108,000	156,000	150,000	150,000	250,000	250,000	-	-	250,000
717	Transfer - Unemploy Ins	100,000	20,000	-	50,000	25,000	25,000	-	-	25,000
718	PERS Reserve	280,000	-	-	-	150,000	-	-	150,000	150,000
719	Transfer - Food Service	18,000	17,180	17,860	16,370	235,000	-	-	235,000	235,000
730	Transfer - Debt Service	-	56,000	30,000	-	-	-	-	-	-
731	Transfer - Academic Achievemer	-	-	10,000	-	10,000	10,000	-	-	10,000
	Total Transfers	1,326,000	863,180	1,093,860	902,370	1,945,000	1,560,000	-	385,000	1,945,000
810	Reserve/Contingency	-	-	-	-	950,000	-	-	950,000	-
	Grand Total	31,130,269	31,935,297	32,716,516	32,766,860	37,447,400	9,255,253	20,283,739	7,908,408	35,329,600

2014-2015 General Fund Summary Report

All Funds

Fund	Description	10/11 Actual	11/12 Actual	12/13 Actual	13/14 Project	13/14 Project EFB	14/15 Adopted Budget	11-4-14 Y-T-D	11-4-14 Encumb	11-4-14 Balance
100	General Fund	31,130,269	31,935,297	32,716,516	32,766,860	3,162,470	37,447,400	9,255,253	20,283,739	7,908,408
200	Grant Funds	3,082,381	2,692,584	3,903,906	2,663,750	1,760	5,200,000	630,740	1,483,399	3,085,861
205	Senate Bill 1149	-	-	-	-	117,970	185,000	185,000	-	-
212	Academic Achievement	-	-	-	1,500	8,650	30,150	-	-	30,150
230	Bus Replacement	-	-	452,440	-	155,620	423,620	-	100,995	322,625
232	Classroom Furniture	-	-	-	-	-	53,000	50,000	-	3,000
240	Textbook Adoption	123,755	58,948	180,885	107,420	79,090	404,110	18,938	-	385,172
272	Capital Improvments	75,154	473,040	1,164,624	319,070	59,540	325,000	284,536	-	40,464
274	Technology	80,000	-	76,157	52,900	20,940	217,000	124,500	-	92,500
277	Track and Turf Replacement	90,986	564,979	-	100,000	27,350	180,000	100,000	-	80,000
279	Student Activity	520,623	503,023	550,340	593,220	437,050	1,100,000	110,349	21,660	967,991
286	High School Athletics	452,947	409,536	439,681	445,220	61,440	517,000	130,686	58,088	328,226
296	Nutrition Services	1,721,064	1,826,382	1,946,080	1,683,120	169,760	1,918,300	340,233	802,390	775,678
299	PERS Reserve	-	-	-	630,000	-	150,000	-	-	150,000
300	Debt Service	32,109,239	3,314,370	3,276,831	3,359,330	128,650	3,442,482	-	-	3,442,482
310	Debt Service / SB 1149	61,016	61,016	-	5,150	-	-	-	-	-
311	2011 Non-Bonded Debt	-	174,940	223,547	223,550	900	383,215	-	-	383,215
601	Unemployment	55,462	36,285	47,106	37,170	103,810	125,000	10,224	-	114,776
	Grand Total	69,584,378	42,050,400	44,978,112	42,988,260	4,535,000	52,101,277	11,240,458	22,750,271	18,110,548
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RESOLUTION NO. 1415-02

A RESOLUTION OF LEBANON COMMUNITY SCHOOL DISTRICT NO. 9, LINN COUNTY, OREGON AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION WITH THE SECURITIES AND EXCHANGE COMMISSION'S "MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE"

WHEREAS, the District has entered into continuing disclosure agreements in connection with certain of its prior bond issuances (the "Prior Issuances"), agreeing to file certain financial information and operating data and/or certain event notices with the former nationally recognized municipal securities information repositories ("NRMSIRs") or the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the provisions of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"); and

WHEREAS, the District has made certain representations regarding its continuing disclosures in connection with its Prior Issuances in bond offering documents; and

WHEREAS, on March 10, 2014, the Securities and Exchange Commission ("SEC") issued a release attached hereto as Exhibit I entitled the "Municipalities Continuing Disclosure Cooperation Initiative ("MCDC Initiative"); and

WHEREAS, under the MCDC Initiative, the Division of Enforcement (the "Division") of the SEC will recommend standardized settlement terms to issuers and underwriters if they self-report instances of material misstatements in bond offering documents regarding the issuer's prior compliance with its continuing disclosure obligations; and

WHEREAS, the period for self-reporting for issuers expires at 2:00 p.m. PST on December 1, 2014.

WHEREAS, the District desires to conduct a review of the District's compliance with continuing disclosure agreements in connection with Prior Issuances and compare such review to the statements made by the District in bond offering documents in the last five years; and

WHEREAS, the District further desires to delegate to the Superintendent or Business Manager (the "Authorized Representative"), acting individually, in consultation with the District's bond counsel and such other professionals as the Authorized Representative shall determine to be appropriate, the authority to prepare and submit all documentation required to participate in the MCDC Initiative, if the Authorized Representative determines such reporting to be advisable.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LEBANON COMMUNITY SCHOOL DISTRICT NO. 9, LINN COUNTY, OREGON AS FOLLOWS:

Section 1. The District authorizes and directs the Superintendent or Business Manager (the "Authorized Representative") to undertake a Disclosure Review and in their discretion, designate professionals to assist in or undertake the Disclosure Review; and

Section 2. The District authorizes and directs the Authorized Representative to determine if the District shall participate in the MCDC Initiative if, after consultation with the District's bond counsel and such other professionals as the Authorized Representative shall determine to be appropriate, the Authorized Representative determines that participation is advisable, and the Authorized Representative is authorized to submit to the SEC the Questionnaire in the form attached as Exhibit II with such changes as are approved and submitted by the Authorized Representative.

Section 3. The Authorized Representative is further authorized to execute any agreements and orders on behalf of the District containing such standardized terms as may be required by the SEC.

Section 4. The Authorized Representative is hereby authorized to take any and all other action as may be necessary or desirable in order to carry out the provisions of this resolution.

Section 5. Any action taken by the Authorized Representative, or any other officer or employee of the District, with respect to the Disclosure Review and MCDC Initiative are hereby ratified and confirmed.

ADOPTED by the Board of Directors of Lebanon Community School District No. 9, Linn County, Oregon this 13th day of November 2014.

LEBANON COMMUNITY SCHOOL DISTRICT NO. 9
LINN COUNTY, OREGON

By _____
Chair

ATTEST:

By _____
Superintendent

EXHIBIT I



Municipalities Continuing Disclosure Cooperation Initiative

Division of Enforcement

U.S. Securities and Exchange Commission

I. Introduction

The Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") is intended to address potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities in connection with certain representations about continuing disclosures in bond offering documents.

As described below, under the MCDC Initiative, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") will recommend favorable settlement terms to issuers and obligated persons involved in the offer or sale of municipal securities (collectively, "issuers") as well as underwriters of such offerings if they self-report to the Division possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Exchange Act").¹

II. Background

Rule 15c2-12 generally prohibits any underwriter from purchasing or selling municipal securities unless the issuer has committed to providing continuing disclosure regarding the security and issuer, including information about its financial condition and operating data.² Rule 15c2-12 also generally requires that any final official statement prepared in connection with a primary offering of municipal securities contain a description of any instances in the previous five years in which the issuer failed to comply, in all material respects, with any previous commitment to provide such continuing disclosure.

The Commission may file enforcement actions under either Section 17(a) of the Securities Act of 1933 (the "Securities Act"), and/or Section 10(b) of the Exchange Act against issuers for inaccurately stating in final official statements that they have substantially complied with their prior continuing disclosure obligations. In such instances, underwriters for these bond offerings may also have violated the anti-fraud provisions to the extent they failed to exercise adequate due diligence in determining whether issuers have complied with such obligations, and as a result, failed to form a reasonable basis for believing the truthfulness of a key representation in the issuer's official statement. For instance, on July 29, 2013, the Commission charged a school district in Indiana and its underwriter with falsely stating to bond investors that the school district had been properly providing annual financial information and notices required as part of its prior bond offerings.³ Without admitting or denying the Commission's findings, the school district and underwriter each consented to, among other things, an order to cease and desist from committing or causing any violations of Section 10(b) of the Exchange Act and Rule 10b-5. The underwriter also agreed to pay disgorgement and prejudgment interest of \$279,446 as well as a penalty of \$300,000.

The Commission has in the past emphasized that the likelihood that an issuer will abide by its continuing disclosure obligations is critical to any evaluation of its covenants. An underwriter's obligation to have a reasonable basis to believe that the key representations in a final official statement are true and accurate extends to an issuer's representations concerning past compliance with disclosure obligations. Indeed, this provision of Rule 15c2-12 was specifically intended to serve as an incentive for issuers to comply with their undertakings to provide disclosures in the secondary market for municipal securities, and also assists underwriters and others in assessing the reliability of the issuer's disclosure representations. Moreover, the Commission has in the past stated that it believes that it is doubtful that an underwriter could form a reasonable

Questionnaire

Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities

basis for relying on the accuracy or completeness of an issuer's ongoing disclosure representations without the underwriter affirmatively inquiring as to that filing history, and the underwriter may not rely solely on a written certification from an issuer that it has provided all filings or notices.⁴

Based on available information and as highlighted in the Commission's August 2012 Municipal Market Report, there is significant concern that many issuers have not been complying with their obligation to file continuing disclosure documents and that federal securities law violations involving false statements concerning such compliance may be widespread.

III The MCDC Initiative

A. Who Should Consider Self-Reporting to the Division?

To be eligible for the MCDC Initiative, an issuer or underwriter must self-report by accurately completing the attached questionnaire and submitting it within the following applicable time periods:

- For underwriters, beginning March 10, 2014 and ending at 12:00 a.m. EST on September 10, 2014, and
- For issuers, beginning March 10, 2014 and ending at 5:00 p.m. EST on December 1, 2014.

Information required by the questionnaire includes:

- identification and contact information of the self-reporting entity;
- information regarding the municipal securities offerings containing the potentially inaccurate statements;
- identities of the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity for each such offering;
- any facts that the self-reporting entity would like to provide to assist the staff in understanding the circumstances that may have led to the potentially inaccurate statement(s); and
- a statement that the self-reporting entity intends to consent to the applicable settlement terms under the MCDC Initiative.

Submissions may be made by email to MCDCsubmissions@sec.gov, by fax to (301) 847-4713 or by mail to MCDC Initiative, U.S. Securities and Exchange Commission, Boston Regional Office, 33 Arch Street, Boston, MA 02110.

C. Standardized Settlement Terms the Division Will Recommend

To the extent an entity meets the requirements of the MCDC Initiative and the Division decides to recommend enforcement action against the entity (eligible issuer or eligible underwriter), the Division will recommend that the Commission accept a settlement which includes the terms described below.⁵

1. Types of Proceedings and Nature of Charges

For eligible issuers, the Division will recommend that the Commission accept a settlement pursuant to which the issuer consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act for violation(s) of Section 17(a)(2) of the Securities Act.⁶ The Division will recommend a settlement in which the issuer neither admits nor denies the findings of the Commission.

For eligible underwriters, the Division will recommend that the Commission accept a settlement pursuant to which the underwriter consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act and administrative proceedings under Section 15(n) of the Exchange Act for violation(s) of Section 17(a)(2) of the Securities Act. The Division will recommend a settlement in which the underwriter neither admits nor denies the findings of the Commission.

2. Undertakings

For eligible issuers, the settlement to be recommended by the Division must include undertakings by the issuers. Specifically, as part of the settlement, the issuer must undertake to

- establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the proceedings,
- comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings,
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved,
- disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings, and
- provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings

For eligible underwriters, the settlement to be recommended by the Division must include undertakings by the underwriters. Specifically, as part of the settlement, the underwriter must undertake to

- retain an independent consultant, not unacceptable to the Commission staff, to conduct a compliance review and, within 180 days of the institution of proceedings, provide recommendations to the underwriter regarding the underwriter's municipal underwriting due diligence process and procedures,
- within 90 days of the independent consultant's recommendations, take reasonable steps to enact such recommendations, provided that the underwriter make seek approval from the Commission staff to not adopt recommendations that the underwriter can demonstrate to be unduly burdensome,
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved, and
- provide the Commission staff with a compliance certifications regarding the applicable undertakings by the Underwriter on the one year anniversary of the date of institution of the proceedings

3 Civil Penalties

For eligible issuers, the Division will recommend that the Commission accept a settlement in which there is no payment of any civil penalty by the issuer

For eligible underwriters, the Division will recommend that the Commission accept a settlement in which the underwriter consents to an order requiring payment of a civil penalty as described below

- For offerings of \$30 million or less, the underwriter will be required to pay a civil penalty of \$20,000 per offering containing a materially false statement,
- For offerings of more than \$30 million, the underwriter will be required to pay a civil penalty of \$60,000 per offering containing a materially false statement,
- However, no underwriter will be required to pay a total amount of civil penalties under the MCDC Initiative greater than the following
 - For an underwriter with total revenue over \$100 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013 \$500,000,
 - For an underwriter with total revenue between \$20 million and \$100 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013 \$250,000, and
 - For an underwriter with total revenue below \$20 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013 \$100,000

D. No Assurances Offered with Respect to Individual Liability

The MCDC Initiative covers only eligible issuers and underwriters. The Division provides no assurance that individuals associated with those entities, such as municipal officials and employees of underwriting firms, will be offered similar terms if they have engaged in violations of the federal securities laws. The Division may recommend enforcement action against such individuals and may seek remedies beyond those available through the MCDC Initiative. Assessing whether to recommend enforcement action against an individual for violations of the federal securities laws necessarily involves a case-by-case assessment of specific facts and circumstances, including evidence regarding the level of intent and other factors such as cooperation by the individual.

E. No Assurances for Entities That Do Not Take Advantage of MCDC Initiative

For issuers and underwriters that would be eligible for the terms of the MCDC initiative but that do not self-report pursuant to the terms of the MCDC Initiative, the Division offers no assurances that it will recommend the above terms in any subsequent enforcement recommendation. As noted above, assessing whether to recommend enforcement action necessarily involves a case-by-case assessment of specific facts and circumstances, but entities are cautioned that enforcement actions outside of the MCDC initiative could result in the Division or the Commission seeking remedies beyond those described in the initiative. For issuers, the Division will likely recommend and seek financial sanctions. For underwriters, the Division will likely recommend and seek financial sanctions in amounts greater than those available pursuant to the MCDC Initiative.

Questions regarding the MCDC Initiative may be directed to MCDCinquiries@sec.gov

¹ Recommendations by the Division to the Commission are subject to approval by the Commission.

² The issuer's agreement to make such disclosures is memorialized in a written undertaking frequently called a Continuing Disclosure Agreement. The Continuing Disclosure Agreement requires that issuer to file annual financial information and notices of certain material events with the Electronic Municipal Market Access, or EMMA, an electronic information repository system maintained by the Municipal Securities Rulemaking Board (MSRB) which is accessible to all investors on the internet.

³ *In the Matter of West Clark Community Schools*, AP File No. 3-15391 (July 29, 2013); *In the Matter of City Securities Corporation and Randy G. Ruhl*, AP File No. 3-15390 (July 29, 2013).

⁴ See *Municipal Securities Disclosure*, Securities Exchange Act Release No. 34961 (November 10, 1994), 59 FR 59590 (*supra* notes 50-54 (November 17, 1994)). See also *Amendments to Municipal Securities Disclosure*, Securities Exchange Act Release No. 34-62184A (May 26, 2010), 75 FR 33110 (*supra* n. 348-362, June 10, 2010).

⁵ The standardized settlement terms of the MCDC Initiative are only applicable to inaccurate statements concerning compliance with continuing disclosure obligations. The MCDC Initiative and the standardized settlement terms are not applicable to other material misstatements in final official statements or related communications or other misconduct. Any other potential misconduct is subject to investigation and separate enforcement action, if appropriate. If enforcement action is taken, entities may be subject to additional remedies for that misconduct, including additional financial sanctions.

⁶ Violations of Section 17(a)(2) require a finding of negligent conduct.

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EXHIBIT II



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: Linda Darling
Individual Contact Title: Business Manager
Individual Contact telephone: 541.259.8945
Individual Contact Fax number: 541.259.6857
Individual Contact email address: Linda.Darling@lebanon.k12.or.us

Full Legal Name of Self-Reporting Entity: Lebanon Community School District No. 9, Linn County, 
Mailing Address (number and street): 485 South 5th Street
Mailing Address (city): Lebanon
Mailing Address (state): Oregon
Mailing Address (zip): 97355

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Oregon
Full Name of Issuing Entity: Lebanon Community School District No. 9, Linn County, Oregon
Full Legal Name of Obligor (if any):
Full Name of Security Issue: Full Faith and Credit Obligations, Series 2011 (Qualified School Construc
Initial Principal Amount of Bond Issuance: \$1,895,000
Date of Offering: 07262011
Date of final Official Statement (format MMDDYYYY): 07122011
Nine Character CUSIP number of last maturity: 535809FY8

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: Piper Jaffray & Co. (formerly Seattle-Northwest Securities Corporation)
Primary Individual Contact at Underwriter: Carol Samuels

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm: Mersereau Shannon LLP

Primary Individual Contact at Bond Counsel: James Shannon

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

After reviewing filings, the District discovered late and missed filings. The District has implemented post-issuance compliance procedures.

On behalf of Lebanon Community School District No. 9, Linn County, Oregon
I hereby certify that the Self-Reporting Entity intends to consent to the applicable
settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer: Linda Darling

Title: Business Manager

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES

Additional Sheet

Self-Reporting Entity/Issuer: Lebanon Community School District No. 9, Linn County, Oregon

2.

State: Oregon

Full Name of Issuing Entity: Lebanon Community School District No. 9, Linn County, Oregon

Full Legal Name of Obligor (if any):

Full Name of Security Issue: General Obligation Refunding Bonds, Series 2011

Initial Principal Amount of Bond Issuance: \$27,630,000

Date of Offering: 03222011

Date of final Official Statement (format MMDDYYYY): 03012011

Nine Character CUSIP number of last maturity: 535809FW2

4.

Senior Managing Underwriting Firm: Piper Jaffray & Co. (formerly Seattle-Northwest Securities Corporation)

Primary Individual Contact at Underwriter: Carol Samuels

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm: Mersereau Shannon LLP

Primary Individual Contact at Bond Counsel: James Shannon

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

Lebanon Community School District #9
Lebanon, Oregon

PROPOSED BUDGET CALENDAR FOR 2015-2016

- November 13, 2014 * **Regular Board Meeting:** Review/Approve Budget Calendar
- February 12, 2015 * **Special Board/Budget Meeting:** Set Budget Parameters and School Presentation
- April 9, 2015 * **Special Board/Budget Meeting:** Operation Presentations
- April 9 – April 23, 2015 * **Preparation of Proposed Budget:** Budget Officer
- April 1, 2015 * **Send** notice of Budget Committee meeting to paper (3-4 days prior to publication)
- April 8, 2015 * **Publication** of public notice of Budget Committee meeting in newspaper and webpage (not more than 30 days before the meeting and & not less than 10 days before meeting).
- April 23, 2015 * **Budget Committee Meeting #1:** Present budget message and proposed budget
- May 14, 2015 * **Budget Committee Meeting #2:** Continued budget discussion
- May 28, 2015 * **Budget Committee Meeting #3:** Target date for approval of budget
- May 29, 2015 * **Send** notice of Budget Hearing to paper (3-4 days prior to publication)
- June 1, 2015 * **Publication** of Notice of Budget Hearing, Financial Summary and Fund Summaries, (not more than 30 days nor less than 5 days prior to the hearing).
- June 11, 2015 * **Public Budget Hearing & Special Board Meeting** on budget as approved by Budget Committee
- Adopt final budget and make appropriations** (*after Budget Hearing*).
The amount of tax levy in the published budget may not be increased, a new fund added, or expenditures increased by more than 10 percent without full republication and another public hearing.

(Enclosure F-3)

LEBANON COMMUNITY SCHOOLS
Lebanon, Linn County, Oregon
October 9, 2014

A Regular Meeting of the Board of Directors was held in the Board Room at the District Office on October 9, 2014. Chairman Richard Borden called the meeting to order at 6:01 p.m. Mike Martin was absent from this meeting. Those present included:

Russ McUne	Director	Rob Hess	Superintendent
Richard Borden	Director	Ryan Noss	Assistant Superintendent
Liz Alperin	Director	Bo Yates	Assistant Superintendent Operations
Jerry Williams	Director		

GOOD NEWS

1. Report: Gear Up Grant (Enclosure C-1)

Rob Hess shared information with the Board on the Gear Up Grant. He pointed out that it is a federal grant that a cohort of districts applied for. Lebanon will receive \$40,000 to \$50,000 per year for seven years. The grant focuses on the 7th grade cohort to help prepare them for college and career readiness. It will build on itself over the seven years. A full report will be brought back to the Board once the training is completed.

Jerry Williams pointed out that the Gear Up website has a lot of parent resources.

PURSUING EXCELLENCE

1. Report: Summer Program /Louise Bronough (Enclosure D-1)

Louise Bronough shared a Power Point Presentation with information on the summer program. She spoke to the following points:

- 1) Math in the New State Assessments
- 2) Student Gains in Math
- 3) Parents Survey Results
- 4) Student Video

The Board discussed the program in regards to scholarships, coaching, expectations, and student comfort.

Rob Hess pointed out that this program was for middle school age students. The regular summer program is for high school students and is more of a recovery based program.

GENERAL BUSINESS

- 1. Action:** Approve 1st Reading of Policies: (Enclosure E-1)
- **JECF** – Interdistrict Transfer of Resident Students

(Enclosure I-1)

*Board Meeting
October 9, 2014*

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with applications being accepted through December 5. Interviews for the open position will be done at the January 2015 Board meeting.

The consensus of the Board was to approve the timeline for the open budget position.

HUMAN RESOURCES

1. **Discussion:** 2014-2015 Superintendent's Evaluation Process (Enclosure G-1)

Rob Hess reported that he met with Mike Martin and Russ McUne. They are recommending that five standard areas, with goals attached to each standard, be used for the Superintendent Evaluation.

Russ McUne pointed out that the thinking was to use the National School Board Evaluation and then to gear the goals to our district. The Evaluation would then stay the same, but the goals could be adjusted. There would be one goal under each standard.

Liz Alperin expressed her concern that it would not be data driven enough and would be subjective. She felt that the current evaluation process made more sense.

Richard Bordan likes the new one that was presented as it provides the best data for evaluating.

Rob Hess pointed out that his intention was that by giving numbers to the goals it would make the process more data driven than in the past. He asked that if the Board feels that they would like other goals, to please let him know.

Jerry Williams likes the evaluation process presented as the Board can attach the goals to the standards and they are not moving each year.

OPERATIONS

1. **Information:** Food Service Update (Enclosure H-1)

Angie Gorman shared that the Community Eligibility Provision, is an option to serve free meals to students in schools who are eligible (see handout for eligibility). She explained that the District has looked at the numbers and there would be a loss of revenue if the district used the CEP vs the traditional method (see handout for loss revenue). Therefore the District has decided to see how other districts do after piloting the program this year. Lacombe and Lebanon High school would not be eligible for the program.

The Board asked Angie Gorman to bring a report back in May so the Board might consider doing the CEP for the 2015-2016 school year.

CONSENT AGENDA

1. **Action:** Approve September 11, 2014 Board Minutes (Enclosure I-1)
2. **Action:** Approve Madison Smith, Leave of absence for 2nd semester of 14-15.
3. **Action:** Approve Hiring of Erin Lundy, Culinary Arts Teacher, Lebanon High School,

Board Meeting
October 9, 2014
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requests turned in. Approximately 21 of the requests will be funded through the grant. Administration will look at other funds to see what might be able to fill needs and wants for the other requests.

ADJOURN

The meeting adjourned at 7:38 p.m.

(Recorded by Kathy Schurr)

Richard Borden, Board Chair

Rob Hess, Superintendent