



**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING
DECEMBER 7, 2023, 6:00 PM**

Santiam Travel Station

750 S. Third St. Lebanon, OR 97355

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

MEETING AGENDA

1. WELCOME

- A. Call to Order
- B. Flag Salute

2. PUBLIC COMMENTS¹

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

3. LBL ESD VISIT

Action: Informational

4. ISF PRESENTATION, pg. 3

Action: Informational

5. STUDENT BOARD REPRESENTATIVE, pg. 8

Action: Informational

6. HSS GRANT AGREEMENT, pg. 13

Action: Informational

7. SIA GRANT AGREEMENT APPROVAL, pg. 34

Action: Approval Requested

8. OSBA ELECTIONS, pg. 64

Action: Approval Requested

9. RATIFY CERTIFIED CONTRACT

Action: Approval Requested

10. SUPERINTENDENT CONTRACT, pg. 97

Action: Approval Requested

11. CONSENT AGENDA

Action: Approval Requested

- A. 2024-25 LCSD Proposed Budget Calendar, pg. 99
- B. November 9, 2023 Board Meeting Minutes, pg. 101
- C. Policy Updates – First Readings, pg. 108

CODE	TITLE
FIRST READING	REQUIRED
EFA	Local Wellness Program
EFA-AR	Local Wellness Program - <i>Delete</i>
	DISTRICT RECOMMENDATION
BCBA	Student Representative(s) on the Board
BCBA-AR	Student Representative(s) on the Board
	INFORMATIONAL
ECA-AR	Buildings and Grounds Security

C. Hiring:

NAME	POSITION	FTE	START DATE	END DATE
TEMPORARY NEW HIRES 2023-24				
Whitney McGilvray	Special Education Teacher – Green Acres School	1.0	12/4/2023	6/14/2024

12. DEPARTMENT REPORTS

Action: Informational

- A. Operations
 - 1. Operations Report
 - 2. Safety Grant Update
- B. Human Resources
- C. Finance
 - 1. Financial Reports, pg. 141

13. COMMUNICATION

Action: Informational

- A. Board
- B. Superintendent
 - 1. Jen's Zens

14. PUBLIC COMMENTS¹

15. ADJOURNMENT

Upcoming meeting dates:

January 11, 2024 Board Meeting at 6:00 PM

February 8, 2024 Board Meeting at 6:00 PM

¹ The Lebanon Community School District Board of Directors welcomes you to our regular meeting. It is the Board's goal to hold an effective and efficient meeting to conduct the business of the District. In keeping with this goal, the Board provides a place for Public Comments on each of its regular agendas. This is a time when you can provide statements or ask questions. The Board allows three minutes for each speaker. The language below discusses the Public Meetings Law and public participation in such meetings.

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

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

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

Agenda Item 4

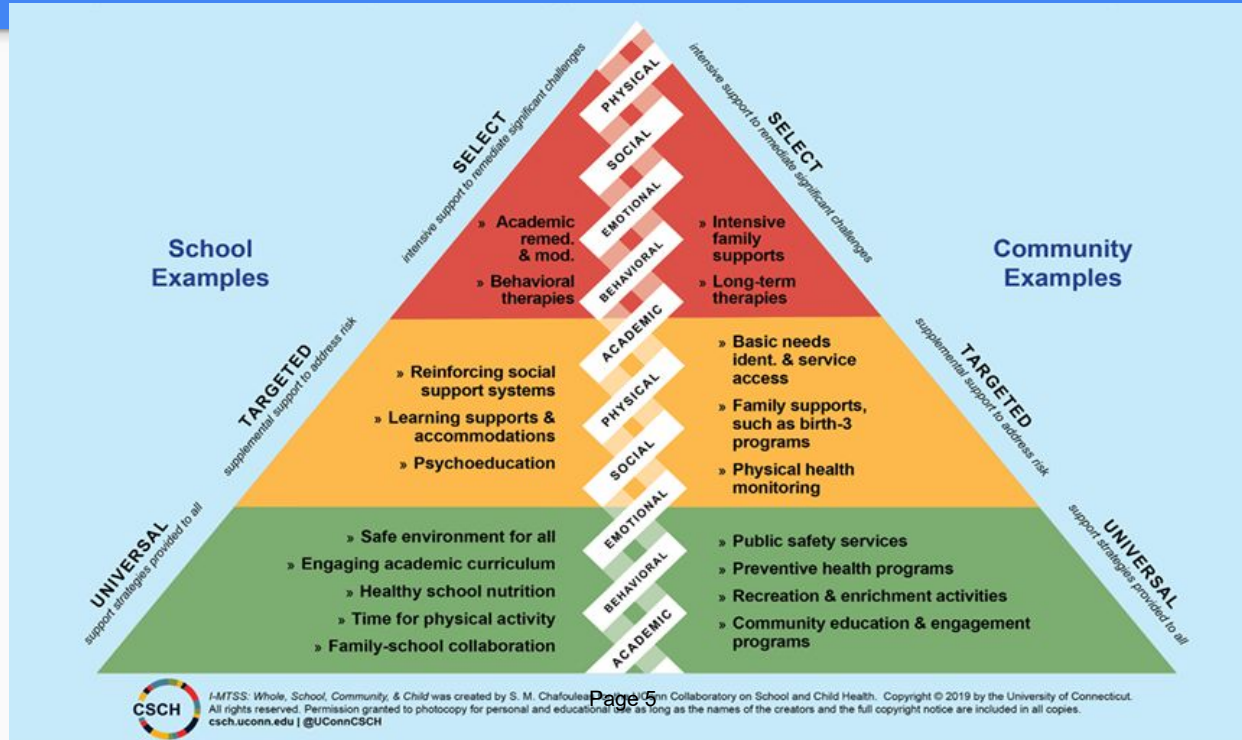
ISF Presentation

Lebanon Community SD's Interconnected Systems Framework (ISF)

A perspective from an outside agency



ISF in Lebanon is about engaging with community partners to enhance academic, behavioral, and social emotional support for all students families.



Lebanon Community SD ISF is exemplary...

- Consistent, committed engagement and participation with multiple agency partners.
- Receiving, reviewing, and sharing meaningful data that in turn is used to bolster services for students and families.
- Open lines of communication with community partners - willing to have difficult conversations.
- Open to learning new and adapted ways of supporting the community as a group.
- Collaboration around needs and integration of resources.

We are thankful for our partnership.



- Connecting the successful practices in Lebanon with other regional school districts.
- Strengthens our abilities to support Lebanon and other school districts.
- **We look forward to continue in our mutually beneficial projects that support both Lebanon Community School District and Linn Benton Lincoln Education Service District.**

Agenda Item 5

Student Board
Representative

OSBA Model Sample Policy

Code: BCBA
Adopted:

Student Representative(s) on the Board

The Board establishes two positions of student representative on the Board. A student representative shall not be a voting member of the Board.

A student representative shall be installed on the Board with the following Oath of Office:

“I _____, will support the Constitution and the laws of the United States, the state of Oregon and the laws thereof, and the policies of the Lebanon Community School District, and will discharge the duties of Student Representative on the Lebanon Community School Board to the best of my ability.”

The superintendent will develop administrative regulations to include application and selection processes, roles and responsibilities of a student representative, communication expectations, procedures and regulations for student representative. The information will be published in appropriate school communications and on the district website.

The district will ensure the process and management of student representative application materials, communications and the interview process (if applicable) will comply with the requirements of law related to student records.

A student representative shall not be liable for any acts of the Board.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2023).

OSBA Model Sample Administrative Regulation

Code: BCBA-AR
Revised/Reviewed:

Student Representatives(s) on the Board

Student Representative Eligibility

1. Be a resident, full-time student at the time of application and remain so while serving.
2. Be a student in grade 10 or 11 at the time of application.
3. A student who served while in grade 11 may reapply to serve a second term.
4. Maintain a minimum 3.0 GPA at the time of application and throughout term of service.
5. Maintain 90% minimum attendance at the time of application and throughout term of service.
6. Zero major referrals at the time of application and throughout term of service.
7. Provide three professional and/or academic recommendations.

Student Representative Role and Responsibilities

A student representative on the board will abide by the following regulations:

1. Will take the oath of office stated in Board policy BCBA – Student Representatives(s) on the Board before taking their seat on the board;
2. Shall not be a voting member of the board;
3. Shall not hold an officer position on the board;
4. Shall not attend an executive session of the board;
5. Will serve an academic year September 1-June 30 beginning in the subsequent school year;
6. Will attend all regular board meetings and will be invited to attend budget meetings;
7. Will review and read the board packet in preparation for meetings;
8. Can participate in discussions of the Board at regular meetings;
9. Will have authority given to school board members by parliamentary procedure, e.g., point of order, appeal;
10. Will be responsible for providing regular updates to the district's student community through available district communication channels;

11. Will give earliest possible notification to the Board of intent to resign, if applicable. Vacancies will be filled through the established process or a student representative may be appointed as deemed appropriate by the Board;
12. May be removed from office for failing to meet roles and responsibilities or regulations outlined herein as determined by the Board, or if deemed necessary by district administration as part of a disciplinary proceedings issued by school administration.

Other Responsibilities and/or Duties as Assigned

The following is a non-inclusive list of other possible duties and/or responsibilities for student representative on the board:

1. May be asked to present specific school board proposals to the district's student community to gain insight and opinions from local students, as appropriate.
2. May be asked to communicate with school-sponsored clubs and organizations on topics proposed by the Board;
3. May be asked to serve on a board committee;
4. May be asked to participate in the promotion for the role of student representative on the board during the application period for a successor.

Application and Selection Timeline

The application materials are available on the school website.

The application deadline¹ and process for selecting a student board member is established each year by district administration published on the school website and in school communications. Applications for student representative must be submitted by the end of the school day on or before the published deadline. Applications will be forwarded to the Board secretary. A student representative applicant, if deemed eligible to serve, will also participate in an interview with a selection committee. The selection of a student representative for the subsequent school year will be made by committee no later than June 1.

The district will designate a staff member as point of contact to aid applicants with questions related to board service and about the roles and responsibilities of a student representative.

The selection of a student representative will be based on the applicant's completed application and submitted materials and the interview.

The district will organize a selection committee consisting of not less than five members, including the superintendent, the student's building principal or designee, one board member, and the current student representatives(s) or at least two students appointed by the building principal. The district may designate an alternate staff member, e.g., school counselor, teacher, as a committee member if participation of a student or students it is not practical for the current circumstances.

¹ Generally, a deadline date will be established and published by March 1 for an application deadline which is no later than April 15, allowing at least six weeks for the application period.

District Role and Responsibilities

1. The district administration will ensure a student representative on the board receives the same notices and materials as elected/appointed school board members, e.g., notice of meetings, agendas, appropriate meeting materials, except confidential information or materials concerning personnel, bargaining or legal matters.
2. The Board will provide a place at the board table for a student representative.
3. The district is responsible for providing a student representative with access to available school communication channels to support providing regular updates to the district's student community.
4. The district will provide learning opportunities as deemed appropriate by the district to a student representative, e.g., trainings, workshops, conferences, at district expense.
5. The district will designate a point of contact for a student representative from district staff.
6. The designated district staff will meet with a newly elected/appointed student representative to mentor and help orient the student representative's role on the Board.
7. The district will invite a student representative to attend public budget meetings.

Agenda Item 6

HSS Grant Agreement

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 34137

“High School Graduation and College and Career Readiness Act of 2017”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Lebanon Community SD 9** (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 190, Agency is authorized to enter into a grant agreement and pursuant to ORS 327.128, Agency is authorized to provide funding for the purposes described in ORS 327.850 to 327.895 for this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to establish or expand programs related to drop-out prevention, career and technical education, and college level education opportunities for students in grades 9 through 12 throughout Oregon.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Brea Cardiel
Office of Education, Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
brea.cardiel@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Jennifer Meckley
Lebanon Community SD 9
485 S 5th St
Lebanon, OR 97355-2602

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2024(the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,080,432.05 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through both the High School Graduation and College and Career Readiness Fund and the Statewide Education Initiatives Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a

request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon.;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information.

Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Projects activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Deputy Director of Procurement

11/06/2023
Date

Lebanon Community SD 9

By: Jennifer Meckley
Authorized Signature

11/21/23
Date

Jennifer Meckley
Printed Name

Superintendent
Title

93-1175526
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 6, 2023 via email
Date

EXHIBIT A THE PROJECT

SECTION I - BACKGROUND AND GOALS

Oregon Ballot Measure 98 was approved by voters in 2016 to address Oregon's low high school graduation rate and expand career-technical course offerings.

To carry out the intent of Measure 98, the High School Success program in the Oregon Department of Education (ODE) serves 230 school districts and charter schools, funding new or expanded career-technical education programs, college-level opportunities, and dropout prevention strategies.

For the 2016-17 school year, which Measure 98 passed, 76% of students graduated within four years. By the end of 2017-18 school year, Oregon's rate had improved to 78.7% for all students, but disparities in education achievement persist for some populations.

The High School Success team applies ODE's equity lens to recipients' self-assessments, plan development, and application processes.

SECTION II - PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below.

"Act" means the "High School Graduation and College and Career Readiness Act," 2017 Oregon Laws, Chapter 1, as amended from time to time, inclusive.

"Costs of the Project" means Grantee's actual costs that are reasonable, necessary and directly related to the implementation of the Plan and are eligible or permitted uses of the Grant Funds under the Act.

"Integrated Guidance" means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

"Integrated Plan" means the plan developed following the Integrated Guidance, which includes the High School Success program, and which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students' mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities. The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

SECTION III - PROJECT ACTIVITIES

Agency will reimburse Grant Funds only for the Costs of the Project that implement its Integrated Plan during the Performance Period in accordance with the Act and Agency's approval.

Grantee shall complete and submit to Agency an Integrated Plan for Agency's review and approval.

Grantee shall make satisfactory progress on Grantee's approved Integrated Plan.

SECTION IV - REPORTING REQUIREMENTS

Grantee must submit its financial and performance progress reports by the following dates:

Quarter 1 - October 31

Quarter 2 - January 31

Quarter 3 - April 30

Quarter 4/Annual Report - November 30

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

The Grantee shall supply any related or additional reports and information as Agency may reasonably require.

SECTION V - DISBURSEMENT PROVISIONS

Agency will reimburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a cost incurred basis upon receipt of Grantee's request for reimbursement. Agency suggests reimbursement requests occur on a quarterly basis but Grantee may submit requests for reimbursements any time after Grantee has incurred a reimbursable expense, and as frequently as it wishes. Upon request, Grantee shall provide Agency with proof of payment of the expense incurred and any other supporting documentation Agency requires.

The Grantee shall use the Grant Funds only in accordance with the provision of the Integrated Plan, the Act, and any Oregon Administrative Rules adopted under the authority of the Act.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit B prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an

amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only

with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

The Grantee/Recipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

Agenda Item 7

SIA Grant Agreement

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. 34413

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Lebanon Community SD 9 (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Cassie Medina
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
cassie.medina@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Jennifer Meckley
Lebanon Community SD 9
485 S 5th St
Lebanon, OR 97355-2602

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$3,866,817.94 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a Charter school duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 **Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 **Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 **Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 **Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 **Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and

preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section)..
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at

least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.'

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed

against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system,
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Common and Customized Framework)
 - Exhibit C (Insurance)

- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contracting Officer

11/08/2023
Date

Lebanon Community SD 9

By: Jennifer Meckley
Authorized Signature

11/21/23
Date

Jennifer Meckley
Printed Name

Superintendent
Title

93-1175526
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 8, 2023, via email
Date

EXHIBIT A

THE PROJECT

SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families, and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students' mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

"Act" means the "Student Success Act" codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

"Allowable Costs of the Project" means Grantee's actual costs that are reasonable, necessary and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

"Baseline Targets" means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 "Guidance for Eligible Applicants".

"Common Metrics" means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

"Disaggregated" has the meaning given in section 12(a) of the Act.

"Five-Year Completion Rate" has the meaning given in section 12(b) of the Act.

“Focal Student Groups” means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

“Four-Year on-Time Graduation Rate” means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

“Gap Closing Targets” or “Closing Gap Targets” means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

“Integrated Guidance” means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIIIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

“Integrated Plan” means the plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities. The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

“Local Optional Metrics” means additional Progress Markers toward the Common Metrics included in the Integrated Plan.

“Longitudinal Performance Growth Targets (LPGTs)” means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

“Ninth-grade On-Track Rate” has the meaning given in section 12(d) of the Act.

“Progress Markers” means sets of indicators set forth in the Integrated Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGTs.

“Regular Attendance Rate” has the meaning given in section 12(f) of the Act.

“SIA Account” means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

“Stretch Targets” means significant improvement set forth in the Integrated Plan by the district in either: (I) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

“Third-Grade Reading Proficiency Rate” has the meaning given in section 12(g) of the Act.

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee’s Integrated Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2023-2024 School Year, Grantee must begin to implement its Integrated Plan.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students’ health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000, whichever is less, of Grantee’s total expenditures. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

Grantee must make satisfactory progress on Grantee’s Progress Markers and LPGT described in Exhibit B.

Grantee must periodically review its progress toward meeting Grantee’s Progress Markers and LPGT described in Exhibit B.

Subsection 2. Charter School Relationships

For each charter school applying for SIA Funds with the Grantee, please indicate the type of relationship you have: Either Fully Administered or Partially Administered.

Indicate Fully Administered if the Charter will be fully embedded within the Grantee's Integrated Plan and Budget

Indicate Partially Administered if the Grantee will provide broad fiscal and monitoring oversight, but the Charter will act largely independently.

Charter School(s)		
Sand Ridge Charter	<input type="checkbox"/> Fully Administered	<input checked="" type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered

For Fully Administered Charters, all reporting must be done through the Grantee's reporting dashboard.

For Partially Administered Charters, the Grantee shall ensure that the Charter maintains its own Integrated Plan and Budget and reports progress separately on the Charter's reporting dashboard.

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

Financial Reports

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency.

Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the performance period.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

Integrated Plan Performance Reporting

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

SIA Grant Monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a quarterly basis as outlined below:

Disbursement Date	Quarterly Amount
July 1	25% of funds allocated
October 1	25% of funds allocated
January 1	25% of funds allocated
April 1	25% of funds allocated

If this Grant is not fully executed by July 1, annually, the Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30th, each year.

Grantee must submit its financial and performance progress reports by the following dates:

October 31

January 31

April 30

November 30 (Annual Report)

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee’s Financial Audit was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Second Quarterly Report.

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee’s Annual Report was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Annual Report.

Grantee must post its Annual Report to Grantee’s webpage.

EXHIBIT B

COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK LEBANON COMMUNITY SD 9

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly/annual reports. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **"Start to See: Early Signs of Progress"** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **"Gaining Traction: Intermediate Changes"** Based on your investments and activities, are you seeing any of these impacts?
- C. **"Profound Progress: Substantial and Significant Changes"** Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

1	Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.
2	Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.
3	Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.
4	Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.

B. Gaining Traction: Intermediate Changes

5	Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what “9th grade on-track” means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.
6	Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.
7	Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.
8	Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.
9	A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement. School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.
10	Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.

C. Profound Progress: Substantial and Significant Changes

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to

	their next steps after high school. Staff members are consistently engaging in action research, guided by student's strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners' knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

SECTION II – FINALIZED CO-DEVELOPED LPGTS

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	80.40%	81.80%	83.20%	84.60%	85.00%
Stretch Target: All Students	81.20%	83.40%	85.60%	87.80%	90.00%
Gap-Closing Target: All Focal Group Students	71.90%	74.00%	76.10%	78.20%	80.30%
Five Year Cohort Completion					
Baseline Target: All Students	85.10%	85.70%	86.30%	86.90%	89.00%
Stretch Target: All Students	86.20%	87.90%	89.60%	91.30%	93.00%
Gap-Closing Target: All Focal Group Students	81.70%	82.90%	84.10%	85.30%	86.50%

9th Grade on-Track					
Baseline Target: All Students	83.40%	84.60%	85.80%	87.00%	88.20%
Stretch Target: All Students	84.60%	87.00%	89.40%	91.80%	94.20%
Gap-Closing Target: All Focal Group Students	78.60%	80.80%	83.00%	85.20%	87.40%
3rd Grade ELA Proficiency					
Baseline Target: All Students	40.75%	42.50%	44.25%	46.00%	47.75%
Stretch Target: All Students	42.40%	45.80%	49.20%	52.60%	56.00%
Gap-Closing Target: All Focal Group Students	31.60%	34.20%	36.80%	39.40%	42.00%
Regular Attenders					
Baseline Target: All Students	60.85%	61.70%	62.55%	63.40%	64.25%
Stretch Target: All Students	61.20%	62.40%	63.60%	64.80%	66.00%
Gap-Closing Target: All Focal Group Students	50.00%	52.00%	54.00%	56.00%	58.00%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they've described in their Integrated Plan.

	2023-24	2024-25	2025-26	2026-27	2027-28
Local Optional Metrics					
Baseline Target: All Students					
Stretch Target: All Students					
Gap-Closing Target: All Focal Group Students					

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The Grantee/Recipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ Required ☐ Not required

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

Agenda Item 8

OSBA Elections



Dedicated to improving student success and education equity through
advocacy, leadership and service
to Oregon public school boards.

Election - OSBA 2023 - Linn/Benton/Lincoln Region (10)

2023 OSBA Election

* 1. Board of Directors Position 10

No candidate filed for Board of Directors Position 10

* 2. LPC Position 10 (Vote for one)

- ☐ Sara Finger McDonald, Corvallis 509J
- ☐ Abstain
- ☐ No action taken

* 3. Resolution 1 - Creates the Oregon Rural School Board Members Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee

- ☐ Yes - adopt
- ☐ No - do not adopt
- ☐ Abstain
- ☐ No action taken

* 4. Resolution 2 - Adopts the proposed amendments to the OSBA Bylaws

- ☐ Yes - adopt
- ☐ No - do not adopt
- ☐ Abstain
- ☐ No action taken

*** 5. Type the name of the district, ESD, or community college board that officially made this vote.**

*** 6. Type the meeting date when the board officially made this vote.**

*** 7. Type your name and title.**

To retain a record of your vote, you **MUST** print this page before clicking the Done button.

Done

Powered by



See how easy it is to [create a survey](#).

[Privacy & Cookie Notice](#)

OSBA Legislative Policy Committee

CANDIDATE QUESTIONNAIRE

Name: _____

Date: _____

Address: _____

City/Zip: _____

Business phone: _____

Residence phone: _____

Cell phone: _____

E-mail: _____

District/ESD/CC: _____

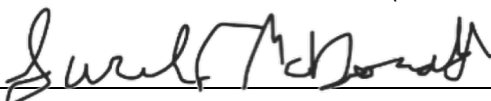
Term expires: _____ Years on board: _____

Region: _____

Position #: _____

Insert your high-resolution digital photo (head shot):
1) Open this doc in Adobe
2) Click on Tools tab
3) Click Edit PDF
4) Click on Add Image
5) Navigate to where photo is
6) Position photo in this frame

I certify that if elected I will faithfully serve as a member of the OSBA Legislative Policy Committee. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.



Name

Date

Be brief; please limit your responses to 50 words per question.

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?
2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.
3. What do you see as the two most challenging legislative issues faced by OSBA?
4. What do you see as the two most challenging legislative issues faced by your region?
5. What is your plan for communicating with boards in your region about legislative issues?

OSBA Legislative Policy Committee

CANDIDATE PERSONAL/PROFESSIONAL RESUME

Work or service performed for OSBA or local district (include committee name and if you were chair):

Other education board positions held/dates:

Occupation (Include at least the past five years):

Employers:

Dates:

Schools attended (Include official name of school, where and when):

High school:

College:

Degrees earned:

Education honors and/or awards:

Other applicable training or education:

Activities, other state and local community services:

Hobbies/special interests:

Business/professional/civic group memberships; offices held and dates:

Additional comments:

Email to OSBAelections@osba.org, or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

Deadline: September 29, 2023, 5 p.m.

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.



**Resolution to Amend Oregon School Boards Association's
Bylaws Relating to Composition of the Board of Directors**

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards and transitioned to a nonprofit corporation under Oregon Revised Statute Chapter 65 as of July 1, 2018; and

WHEREAS, the Oregon Rural School Board Advisory Committee has been active and publicly supported by OSBA's Board of Directors since April 22, 2022; and has developed a mission statement and goals; and has established bylaws; and

WHEREAS, the Advisory Committee is ready to elect officers and their Rural Leadership Assembly; and

WHEREAS, the Advisory Committee has articulated its mission as follows: "To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities."

WHEREAS, OSBA's Board of Directors recognizes the importance of the Advisory Committee's value and mission; and

WHEREAS, the Advisory Committee has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon Rural School Board Members Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating a Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2023 OSBA election; and

BE IT FURTHER RESOLVED that the bylaws with the proposed amendments and a copy of this resolution be forwarded to all association member boards in accordance with OSBA's adopted elections calendar.

Submitted by: OSBA Board of Directors

BYLAWS

OREGON RURAL SCHOOL BOARD MEMBERS CAUCUS

OF THE

OREGON SCHOOL BOARDS ASSOCIATION

TABLE OF CONTENTS

	Page
ARTICLE 1 CHARTER	1
ARTICLE 2 MISSION AND GOALS:	1
2.1 Mission	1
2.2 Goals	1
ARTICLE 3 MEMBERSHIP	2
3.1 Qualification	2
3.2 Members	2
3.3 Attendees	2
3.4 Membership List	2
ARTICLE 4 BUDGET	2
ARTICLE 5 MEETINGS	2
5.1 Annual Meetings	2
5.2 Regular and Special Meetings	2
5.3 Notice	3
5.4 Quorum	3
5.5 Organization	3
5.6 Records	3
5.7 OSBA Staff Liaison	3
ARTICLE 6 CAUCUS LEADERSHIP COUNCIL	3
6.1 Composition	3
6.2 Term	3
6.3 Nomination and Election	3
6.4 Designations	3
6.5 Resignation	4
6.6 Vacancies	4
6.7 Removal	4
ARTICLE 7 EXECUTIVE COMMITTEE	4
7.1 Composition	4
7.2 Responsibilities	4
7.3 Ratification	5
7.4 Administration	5
ARTICLE 8 COMMITTEES	5
ARTICLE 9 SEAT ON THE OSBA'S BOARD OF DIRECTORS	5
ARTICLE 10 GENERAL PROVISIONS	5
10.1 Amendment of Charter	5

ARTICLE 1

CHARTER

The Oregon School Boards Association (the “OSBA”) exists solely to perform essential governmental functions and all of its income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. OSBA’s mission is to improve student success and education equity through advocacy, leadership and service to Oregon public school boards.

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of rural students.

To this end, The OSBA Board of Directors has formally recognized the Oregon Rural School Board Members Caucus (the “Caucus”) to serve as a resource and provide guidance and leadership for these initiatives to the OSBA Board of Directors

The activities of the Caucus shall align with OSBA bylaws as well as complement, not duplicate, OSBA’s efforts on behalf of all local governing boards.

ARTICLE 2

NAME, MISSION AND GOALS:

2.1 Name: This organization shall be known as the Oregon Rural School Board Members Caucus of the Oregon School Boards Association (OSBA).

2.2 Mission: To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities.

2.3 Goals:

2.2.1 To elevate the voice of rural school districts and recognize their unique needs.

2.2.2 To build and maintain collaborative relationships between OSBA and rural school boards.

2.2.3 To develop, promote, and advance legislation supporting rural schools and understand the impact of statewide legislation to each rural community and district.

2.2.4 To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities.

2.2.5 To support school boards in rural communities by prioritizing professional development of rural board members and bringing training and other resources to rural areas.

ARTICLE 3

MEMBERSHIP

3.1 Qualification. All members must support the purposes and goals of the Caucus as set forth in Article 2.

3.2 Members. The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association *and serve a school district with a population density of less than 200 people per square mile and/or total school district population less than 20,000 people.* All board members of Oregon Education Service Districts are eligible to participate in the Rural Caucus. If a school board member or district does not meet the aforementioned qualification but feels they are indeed a rural district, an appeal process will be available as outlined in policy. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person (or virtually) *to vote. Voting by proxy shall not be permitted.*

3.3 Attendees. The Caucus may, in its discretion, invite to participate in any meeting or event any other individuals who support the purpose and goals of the Caucus as set forth in Article 2.

3.4 Membership List. The Membership list shall be maintained by the Secretary/Treasurer.

ARTICLE 4

BUDGET

4.1 Budget. The Caucus shall submit an annual budget request as outlined under the OSBA budget process, including approval by the OSBA Board of Directors. The request shall set forth the areas of concern, recommended actions, and annual goals.

ARTICLE 5

MEETINGS

5.1 Annual Meetings. An annual meeting of the Caucus shall be in conjunction with the OSBA Annual Convention at which time the Caucus shall elect officers and shall conduct other business as may properly be brought before the meeting of the Caucus.

5.2 Regular and Special Meetings.

5.2.1 Regular Meetings. The Caucus shall meet as often as required to achieve the goals outlined in its annual Work Plan. These meetings shall be scheduled for the year at the Annual Meeting.

5.2.2 Special Meetings. Special meetings of the members for any purpose may be called, either in writing or by e-mail, by the President or by a majority of the Executive Committee. Such a request shall state the purpose or purposes of the proposed meeting.

5.2.3 Place of Meetings. Regular and special meetings of the Caucus shall be held at any location (or virtually) within Oregon as designated by the President or the Executive Committee.

5.3 Notice.

5.3.1 Notice and agenda of every annual meeting, regular or special meeting of members, stating the time and place thereof, shall be posted to the OSBA website, no less than 14 days prior to such meeting.

5.4 **Quorum.** Except as otherwise provided by law, the presence at any meeting of a majority of the Executive Committee shall constitute a quorum.

5.5 **Organization.** The President may determine *in their sole* discretion whether any meeting of the Caucus shall be held in accordance with Robert's Rules of Order.

5.6 **Records.** The President shall see that all correspondence, minutes, agendas, and Charter be sent to and kept on file with OSBA. Minutes from each meeting shall be posted to the OSBA website.

5.7 **OSBA Staff Liaison.** The Executive Director of OSBA shall designate a staff member to serve as a liaison representative to the Caucus. The designee shall not have voting rights.

ARTICLE 6

Rural Leadership Assembly

6.1 **Composition.** The Rural Leadership Assembly of the Caucus shall consist of 9 members, and shall include *one representative from each OSBA district with 10 or more districts defined as rural (Regions 1, 2, 4, 6, 9, and 14), plus 3 at-Large* members. The executive committee (President, Vice-President, Secretary/Treasurer) shall be elected from the body of the Rural Leadership Assembly by the members of the Rural School Board Members Caucus.

6.2 **Terms.** The Rural Leadership Assembly members shall each serve two-year terms. The President, Vice-President & Secretary/Treasurer shall each serve a one-year term. The President, Vice-President, Secretary Treasurer, Regional Members, and Members-at-Large may serve any number of consecutive terms. Each officer shall hold office until the term has expired or until a successor has been duly elected and qualified for the position, or until the officer can no longer hold the position because they no longer qualify to be a member of the Caucus as defined in Article 3 above, or because of removal or death.

6.3 Nomination and Election

6.3.1 **Nomination.** Rural Leadership Assembly members may be nominated by either (a) the nominating committee, or (b) a caucus member at the annual meeting.

6.3.2 **Election.** The members shall elect the Leadership Council by majority vote at the annual meeting. Positions 1, 4, 9, and at large #1 shall be elected in even numbered years, and positions 2, 6, 14, at large #2 and at large #3 shall be elected in odd numbered years.

6.4 Designations

6.4.1 **President.** The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus.

6.4.2 **Vice President.** The Vice President shall have such duties as from time-to-time may be assigned by the Executive Committee, and in the absence of the President, the Vice-President shall have and perform all the powers and duties of the President.

6.4.3 **Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes and records and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time-to-time may be assigned by the Executive Committee. The Secretary/Treasurer shall maintain a roster of the current membership. The Secretary/Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Secretary/Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

6.5 **Resignation.** A Leadership Assembly member may resign by filing a written resignation with the President or Secretary/Treasurer of the Caucus or the President of OSBA.

6.6 **Vacancies.** Any vacancy in any office may be appointed for the unexpired portion of the term by a majority of the Leadership Assembly at the next regular or special meeting.

6.7 **Removal.** Any member of the Leadership Assembly who misses more than two meetings out of any four consecutive meetings, *unless they are* excused by the Executive Committee for a valid reason, may *have their* position vacated by action of the Leadership Assembly.

ARTICLE 7

EXECUTIVE COMMITTEE

7.1 **Composition.** There shall be an Executive Committee made up of the President, Vice-President, and Secretary/Treasurer.

7.2 **Responsibilities.** *The Executive Committee* shall have the following responsibilities and powers:

- (a) To respond to any inquiry or question from OSBA.
- (b) To act on behalf of the Caucus when deemed necessary by the President.
- (c) To review plans and programs to be presented to the Caucus at its meetings.
- (d) *To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.*
- (e) Members of the Executive committee will be elected from the Rural Leadership Assembly.

7.3 **Ratification.** Any actions by the President shall be reported to the Executive Committee as soon as the action has taken place. All actions of the Executive Committee shall be subject to ratification by the Caucus at the next meeting of the members.

7.4 **Administration.** The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

ARTICLE 8

COMMITTEES

The President may establish committees of 2 or more members to serve at the discretion of the President. These committees would consist of such persons and perform such duties as the President designates from time to time; provided, however, that the committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Leadership Assembly.

ARTICLE 9

SEAT ON THE OSBA'S BOARD OF DIRECTORS AND LEGISLATIVE POLICY COMMITTEE

9.1 The Caucus shall appoint one officer from the Rural Leadership Assembly to serve as liaison to the OSBA Board of Directors and to be a voting member of the OSBA Board of Directors for a two year term. That liaison shall hold all of the rights and responsibilities of a member of the OSBA Board of Directors.

9.2 The Caucus shall appoint one member from the Rural Leadership Assembly to serve on the Legislative Policy Committee for a term of two years.

ARTICLE 10

GENERAL PROVISIONS

10.1 Amendment of Bylaws

10.1.1 Bylaws may be altered, amended, or replaced by a majority vote of the members of the Caucus who are present and voting at the annual meeting.

10.1.2 Notice of proposed bylaws changes shall be in the annual meeting agenda and sent to all members 15 days prior to the annual meeting.

10.1.3 Omissions from this Charter shall be governed by Robert's Rules of Order, when they do not conflict with the Charter.

The foregoing charter was adopted by the active membership of the OSBA Rural Caucus on (____)month (____) date (____) year.



Resolution

Resolution to Amend the OSBA's 2018 Bylaws

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards; and

WHEREAS, in 2017, through a vote of the Membership, OSBA was incorporated under ORS Chapter 65 to nonprofit status and Bylaws replaced the Constitution.

WHEREAS, in 2018, through a vote of the Membership, the Bylaws were amended to expand the OSBA Board of Directors and the Legislative Policy Committee with representatives from the School Board Members of Color Caucus.

WHEREAS, The Bylaws have not been amended since 2018, the OSBA Board of Directors determined, based on its review of the proposed changes, that it was in the membership's best interest to amend the Bylaws; and

WHEREAS, the following only reflects a high-level overview of the proposed changes, all changes are reflected in the proposed bylaws.

- Clarification of the Membership voting process for both resolutions and bylaw amendments.
- Clarification of an exception to the term limits for the OSBA director serving as immediate past president.
- Clarification of the definition of a quorum for the OSBA Board of Directors.
- Combining the Finance and Budget Committees and outline the terms of the members.
- Adding a Rural School Boards Caucus representative to the Board of Directors and the Legislative Policy Committee (LPC).
- Adding language to reflect the School Board Members of Color Caucus representation on the LPC, which was inadvertently omitted during the 2018 amendment.
- Adding information regarding the PACE Board of Trustees under the Committees and Caucus section of the Bylaws.
- Adding language stating caucuses must comply with OSBA policies/guidelines and adding language to establish the Rural caucus.
- Edits to grammar, punctuation, and language for readability.

WHEREAS, after reviewing the recommended OSBA Bylaws as proposed by staff and legal counsel, the OSBA Board of Directors supports the recommendation to amend the Bylaws:

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed Bylaws be submitted to the membership for consideration during the 2023 OSBA election; and

BE IT FURTHER RESOLVED that the proposed Bylaws and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.

Submitted by: OSBA Board of Directors



BYLAWS

As Amended by the Membership: December 2018

Suggested Revisions: September 23, 2023

TABLE OF CONTENTS

	Page
SECTION 1 PURPOSE	1
SECTION 2 MEMBERS	2
2.1 Admission	2
2.2 Dues	2
2.3 Reserved Powers of the Members	2
2.4 Voting Power	2
2.5 Process of Approval of Member Resolutions	3
2.6 Regional Election of Directors and LPC Members	3
2.7 Modification of Regions	4
2.8 Annual Meetings	4
2.9 Special Meetings	4
2.10 Telephonic/Video Meetings	5
2.11 Place of Meetings	5
2.12 Action by Written Ballot	5
2.13 <u>Quorum</u> Unanimous Written Consent	5
2.14 Quorum and Voting	5
SECTION 3 DIRECTORS	5
3.1 Powers	5
3.2 Qualifications	5
3.3 Number	6
3.4 Term	6
3.5 Composition	6
3.6 Vacancies	7
3.7 Resignation	8
3.8 Removal	8
3.9 Meetings	8
3.10 Notice of Meetings	8
3.11 Waiver of Notice	8
3.12 Quorum and Voting	8
3.13 <u>Voting</u>	8
<u>3.14</u> Presumption of Assent	8

TABLE OF CONTENTS

(continued)

	Page
3. 14 <u>15</u> Compensation.....	9
3. 15 <u>16</u> Director Conflict of Interest.....	9
SECTION 4 COMMITTEES AND CAUCUSES.....	9
4.1 Standing Committees	<u>9</u>
4.2 Other Board Committees.....	10
4.3 Advisory Committees.....	11
4.4 Caucuses	11
4.5 Administration	11
SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS.....	11
5.1 Appointment.....	11
5.2 Designation	11 <u>12</u>
5.3 <u>Eligibility.....</u>	<u>12</u>
<u>5.4</u> Compensation and Term of Office	11 <u>12</u>
<u>5.45</u> Removal and Resignation	11 <u>12</u>
<u>5.56</u> Officers.....	12
SECTION 6 NONDISCRIMINATION	13
SECTION 7 GENERAL PROVISIONS	13
7.1 Amendment of Bylaws.....	13
7.2 Inspection of Books and Records.....	13 <u>14</u>
7.3 Checks, Drafts, Etc	13 <u>14</u>
7.4 Deposits	13 <u>14</u>
7.5 Loans or Guarantees.....	13 <u>14</u>
7.6 Execution of Documents.....	13 <u>14</u>
7.7 Insurance	14
7.8 Fiscal Year	14 <u>15</u>
7.9 Severability	14 <u>15</u>

SECTION 1 PURPOSE

~~A.~~ The Oregon School Boards Association (the “Association”) exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115. In particular, the Association’s mission and purpose are as follows:

~~B.A.~~ To work for the general advancement and improvement of the education of all public school children of the State of Oregon.

~~C.B.~~ To gather and disseminate information pertinent to the successful operation of public schools.

~~D.C.~~ To work for the most efficient and effective organization of public schools of this state. “Public schools” include local school districts, education service districts, the State Board of Education and community colleges classified as a political subdivision.

~~E.D.~~ To work for adequate and dependable financial support for the public schools of this state.

~~F.E.~~ To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.

~~G.F.~~ To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.

~~H.G.~~ To study and interpret educational programs and to relate them to the needs of pupils.

~~I.H.~~ To promote public understanding of the role of school boards and school board members in the improvement of education.

~~J.I.~~ To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.

~~K.J.~~ To endeavor to implement the policies, beliefs and resolutions of the Association members and board of directors.

~~L.K.~~ To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.

~~M.L.~~ To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

SECTION 2 MEMBERS

2.1 Admission. All members must qualify as (1) a “political subdivision” as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256 and (2) as one of the following:

2.1.1 Local School District as defined under ORS Chapter 332;

2.1.2 Education Service District as defined under ORS Chapter 334;

2.1.3 Community College District as defined under ORS Chapter 341;

2.1.4 State Board of Education as defined under ORS Chapter 326; and

2.1.5 Any other governmental educational organization qualifying as a political subdivision, as approved by resolution of the board of directors.

2.2 Dues. Annual dues shall be set by majority vote of the members and shall be based on resident Average Daily Membership (ADMr) as of December 31 of the preceding year as reported to the Oregon Department of Education. Dues shall be payable on July 1 of each year and shall become delinquent on September 1 of each year. Member status shall automatically terminate for members failing to pay dues by September 1 unless an extension is requested and granted by the board of directors.

2.3 Reserved Powers of the Members. The following corporate actions require the consent and approval of the members:

2.3.1 Election and removal of directors;

2.3.2 Election and removal of the Legislative Policy Committee ("LPC") members;

2.3.3 Approval of resolutions to effectuate any of the following:

- (a) Adoption, amendment, or restatement of the articles of incorporation or bylaws;
- (b) Modification to the region descriptions set forth in Section 2.6.1; and the
- (c) Dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets.

2.4 Voting Power.

2.4.1 Election of Directors and LPC Members. For the purposes of nominating and electing directors and LPC members, each member shall have one vote.

2.4.2 Resolution. For the purposes of approving a resolution, each member shall have one vote on all resolutions except as follows:

- (a) K-12 Local Districts with an ADMr between 15,600 and 23,400 shall have two votes.
- (b) K-12 Local Districts with an ADMr between 23,400.1 and 31,200 shall have three votes.
- (c) K-12 Local Districts with an ADMr between 31,200.1 and 39,000 shall have four votes.

- (d) K-12 Local Districts with an ADMr ~~between-of~~ 39,000.1 ~~and-above~~ or more shall have five votes.

2.5 Process of Approval of Member Resolutions.

2.5.1 Generally, members shall approve resolutions annually by ballot vote. Members or the board of directors may submit a resolution for member approval. Such resolutions shall be submitted to the board of directors no later than September 30th. The board of directors shall distribute all timely submitted resolutions, together with an official ballot, to the members no later than October 15. Members shall vote by ballot submitted to the board of directors no later than December 15.

2.5.2 The board of directors may call a special meeting of the members under Section 2.9, as necessary.

2.6 Regional Election of Directors and LPC Members

2.6.1 Regional Voting. For the purposes of nominating and electing the board of directors and LPC members, the Association members shall be organized into and represented by region:

- (a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.
- (b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.
- (c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.
- (d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.
- (e) Southern Region includes all of the members located in the counties of Jackson and Josephine.
- (f) Lane Region includes all of the members located in the county of Lane.
- (g) Clackamas Region includes all of the members located in the county of Clackamas and Hood River.
- (h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.
- (i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.
- (j) Marion Region includes all of the members located in the county of Marion.

(k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.

(l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.

(m) Washington Region includes all of the members located in the county of Washington.

(n) Multnomah Region includes all of the members located in the county of Multnomah.

Members shall be assigned to the region in which their main administrative office is located. If a member's district boundaries span more than one region, the member board must declare which region it intends to vote and shall vote only in that region.

2.6.2 Regional elections shall be taken by majority vote of the members within the region.

2.7 Modification of Regions. A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2.11.

2.8 Annual Meetings. An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors, any other officer or person whom the president may designate, shall report on the state of the Association, the activities and financial condition of the Association.

2.9 Special Meetings. A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.

2.10 Telephonic/Video Meetings. The board of directors may permit any member to participate in an annual or special meeting, or conduct the meetings through, use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present in person at the meeting.

2.11 Place of Meetings. Meetings of the members shall be held at any place in or out of Oregon designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.

2.12 Action by Written Ballot. Any action required of the members will be taken by written ballot and or permitted to be taken at a members' meeting may be taken without a meeting if the Association will delivers a written ballot to every member entitled to vote on the matter. ~~A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot. A written ballot shall set forth each proposed action, indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a written ballot may not be revoked.~~

~~**2.13 Unanimous Written Consent.** Any action required or permitted to be taken at a members' meeting may be taken without a meeting if the action is taken by all members entitled to vote on the matter. The action shall be evidenced by one or more written consents describing the action taken, signed by each member, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last member entitled to vote on the matter signs the consent, unless the consent specifies an earlier or later effective date.~~

2.13 Quorum and Voting. A quorum of the members shall consist of those votes represented at a meeting of the members. If a quorum is present when a vote is taken, the affirmative vote of a majority of the votes represented and voting when the action is taken is the act of the members except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of members. A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.

2.1.4 Approval: With the exception of approving amendments to the Association's bylaws, which is outlined in Section 7.1 of these bylaws, approval by written ballot is effective when:

2.14.1 The number of votes cast by ballot equals or exceeds a quorum of the members; and

2.1.4.2 The number of approvals equals or exceeds a majority of the number of returned ballots.

SECTION 3 DIRECTORS

3.1 Powers. Except as provided under Section 2.2, all corporate powers shall be exercised by or under the authority of and the affairs of, are managed under the direction of a-the board of directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

3.2 Qualifications. Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.

3.3 Number. The board of directors shall consist of not fewer than three nor more than 24-25 persons. The number of directors may be fixed or changed periodically, within the minimum, and maximum by the members.

3.4 Term. Directors shall take office on January 1 and shall serve for a term of two calendar years or until their successors are elected and qualified. Terms shall be staggered as per the election calendar.

3.4.1 Directors who took office prior to January 1, 2018, and are re-elected may serve for any number of terms as long as they continuously remain members of the board of directors.

3.4.2 Directors taking office on or after January 1, 2018, may serve five consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

3.4.3 If a director serving as immediate past an officer~~president~~ requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.

3.5 Composition. The board of directors will be comprised of up to 23 regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, one designated director as defined in the bylaws of the Oregon Rural School Boards Caucus and ex-officio nonvoting members as delineated in Section 3.5.4.

3.5.1 Regional Elected Directors. Each region, as described under Section 2.6.1, shall elect one director except as follows:

- (a) Clackamas Region shall elect two directors;
- (b) Marion Region shall elect two directors;
- (c) Washington Region shall elect three directors; and
- (d) Multnomah Region shall elect three directors.
- (e) Provided, however, that if the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.

3.5.2 Regional Election. The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions. To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted. Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes of the members shall be elected. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second ballot

shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

3.5.3 Designated Representatives. ~~In accordance with their bylaws, caucuses of OSBA, The Oregon School Board Members of Color Caucus~~ shall appoint an officer a representative of the Caucus to serve as a director of the Association. ~~The appointee, as defined in the Caucus bylaws representative must, shall~~ be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.

3.5.4 Ex-Officio. The following individuals or their designee may serve as ex-officio nonvoting advisors to the board of directors:

- (a) Any director of the National School Boards Association elected from Oregon;
- (b) Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.
- (c) The immediate past president of the Oregon Association of School Executives;
- (d) The immediate past president of the Confederation of School Administrators;
- (e) The board section president of the Oregon Association of Education Service Districts;
- (f) The board section president of the Oregon Community College Association;
- (g) The chair of the State Board of Education; and
- (h) Any other person as the board of directors may appoint.

3.6 Vacancies. In the event that any director position, other than the immediate past president is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year. If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term. If there is a vacancy in an OSBA caucus-designated director position ~~the Members of Color Caucus' director position~~, then the ~~Caucus-caucus~~ shall, as set forth in Section 3.5.3, appoint a new Caucus caucus officer-representative to serve the remaining term.

3.7 Resignation. A director may resign at any time by delivering written notice to the president or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.

3.8 Removal. A director may be removed for cause by vote of two-thirds majority of the directors. A director may be removed with or without cause by a majority vote of the members who elected the director. The board may provide guidance or adopt and amend policies regarding what types of actions the board considers to be sufficient cause for removal.

3.9 Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings. A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. The board of directors may hold annual, regular or special meetings at any location in ~~or out of~~ the State of Oregon.

3.10 Notice of Meetings. All members shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.

3.11 Waiver of Notice. A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. Except as provided in the preceding sentence, any waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records.

~~3.12 Quorum and Voting.~~ A quorum of the board of directors shall consist of a majority of the number of directors in office immediately before at the time the meeting begins. ~~If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.~~

~~3.123.13~~ Voting: If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

~~3.123.14~~ Presumption of Assent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

- (a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and
- (b) The director's dissent from the action taken is entered in the minutes of the meeting.

3.143.15 Compensation. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

3.153.16 Director Conflict of Interest. The Association shall maintain a Conflict of Interest policy the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify its members and directors of the current Conflict of Interest policy. Each director shall annually complete and return a Conflict of Interest statement.

SECTION 4 COMMITTEES AND CAUCUSES

4.1 Standing Committees. The board of directors shall maintain the standing committees described below:

4.1.1 Executive Committee. The executive committee shall consist of five officers of the board of directors: the president as chairman, the president-elect, the vice president, the secretary-treasurer and the immediate past president. The executive committee may act, pursuant to delegation of authority to such committee by the board of directors, in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board by mail, email or at the next board meeting.

4.1.2 Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the Association secretary/treasurer and vice president, one Association board director from the PACE board, one district business official and one at-large board member. ~~The finance committee shall operate within the guidelines of the corporation's investment policy and the Finance Committee Operating Manual.~~

(a) Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term.

(b) The finance committee shall operate within the guidelines of the corporation's investment policy guidelines and the Finance Committee Operating Manual Guidelines.

4.1.24.1.3 Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee (LPC).

(a) Purpose. The LPC shall develop legislative policies which are recommended to and approved by the members as a resolution proposed by the board of directors and voted on by the membership in accordance with Section 2.4. The LPC also advises the executive director and staff during legislative sessions.

(b) Composition. The LPC shall be composed of the voting members of the board of directors and the regional representatives elected under the procedures defined in 4.1.3(c) and (d) and one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus and the Oregon Rural School Boards Caucus. All committee members must be elected or appointed directors of a member. The vice president of the ~~board~~board of directors shall chair the LPC.

(c) Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. A member may nominate a candidate to the LPC and shall do so by formal resolution of the member and timely submission of the nomination form(s) to the office of the Association. Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. Nominations will be closed by a date identified in the elections calendar adopted by the board.

(d) Election. Each LPC member shall be elected by majority of member boards of a region. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1(d). Such elections shall be held using the procedures described in Section 3.5.2.

~~(e)~~ Term. Each committee member shall take office on January 1 in even numbered years and serve for a term of two (2) years.

Vacancies. In the event that there is a vacancy on the LPC, the board of directors may appoint an interim LPC member from the same region to fill the unexpired term of office. If the board of directors cannot recruit an LPC member from the region, they may appoint a person from a contiguous region to serve to represent the open region to fill the unexpired term of office.

4.1.4 PACE Trustees: The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE bylaws Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. The nominees shall be elected by the OSBA Board of Directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.

(a) PACE Trustees taking office on or after January 1, 2023, may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.

4.2 Other Board Committees. The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors; provided, however, that no committee of the board of directors may:

- (a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;
- (b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;
- (c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or
- (d) Adopt, amend, or repeal the articles of incorporation or bylaws.

4.3 Advisory Committees. The board of directors may create one or more other committees. Members of these committees need not be members or directors, but at least one director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the board of directors, but may make recommendations to the board of directors.

4.4 Caucuses. Caucuses shall exist to enhance the work of the Association by addressing the unique needs of member districts. Caucuses shall:

4.4.1 Clearly articulate the vision, mission and goals of the Caucus.

4.4.2 Adopt bylaws for operating, programming and governing within the context of the Association bylaws described herein.

4.4.3 Comply with Association policies and guidelines.

4.4.3, 4.4.4 Caucuses shall be added or eliminated to this provision through the amendment process described in these bylaws.

4.4.5 ~~With the adoption of this section, the~~ The Oregon School Board Members of Color Caucus ~~is was~~ established by a vote of the membership in 2018.

4.4.5 With the adoption of this sections, the Oregon Rural School Boards Caucus is established.

4.5 Administration. Each committee and caucus shall prepare minutes of each of its meetings, and such minutes shall be kept on file at the Association's principal office and made available on request to any member of the board of directors. Each committee and caucus shall also report on its activities at the regular meetings of the board of directors. Each committee and caucus shall comply with the public meetings laws requirements under ORS Chapter 192.

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 Appointment. The board of directors shall elect officers by majority vote at least 10 days prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be

required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

5.2 Designation. The officers of the Association shall be a president, president-elect, past president, vice president, a secretary-treasurer, and such other officers as the board of directors may appoint.

5.3 Compensation and Term of Office. Officer terms are one calendar year. No officer except the secretary-treasurer shall serve two consecutive terms in the same office unless the director completed a term for another officer who was unable to complete a term and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

5.4 Removal and Resignation. Any officer may be removed, either with or without cause, at any time by action of the board of directors. An officer may resign at any time by delivering notice to the board of directors, the president, or the secretary-treasurer. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the later effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. No removal or resignation shall prejudice the rights of any party under a contract of employment.

5.5 Officers. The officers of the Association are as follows:

5.5.1 President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint, committees subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be ex-officio voting member of all committees. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.

5.5.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.

5.5.3 Vice president: In the absence of the president-elect shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.

5.5.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping in a suitable minute book accurate minutes of all board of director meetings; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; and shall receive, account for and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are read, and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.

5.5.5 Immediate past president: The immediate past president shall advise and counsel with other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.

5.5.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary-treasurer. Such assistant may exercise the powers of the secretary-treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.

SECTION 6 NONDISCRIMINATION

The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender, race, creed, marital status, sexual orientation, religion, color, age, disability, or national origin.

SECTION 7 GENERAL PROVISIONS

7.1 Amendment of Bylaws.

7.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors. ~~Amendments must be approved by a vote of two-thirds majority of the members at any regular or special meeting. The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws. Such notice shall be provided by US mail or email at least 15 days prior to the member meeting at which the vote will take place.~~

7.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.

7.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.

7.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.

7.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.

7.1.27.1.6 Whenever an amendment or new bylaw is adopted, it shall be copied in the minute book with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

7.2 Inspection of Books and Records. All books, records, and accounts of the Association shall be open to inspection by the directors in the manner and to the extent required by law.

7.3 Checks, Drafts, Etc. All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.

7.5 Loans or Guarantees. The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.

7.6 Execution of Documents. The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

7.7 Insurance. The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

7.8 Fiscal Year. The fiscal year of the Association shall begin on the first day of July 1 and end on the last day of June in each year.

7.9 Severability. A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

* * * * *

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 14, 2018. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.

DRAFT

2023 OSBA Elections Calendar

Adopted by the Board January 20, 2023

Nomination and election of regional members of the OSBA board of directors holding even-numbered positions and <u>all</u> LPC representatives		
August 21, 2023		Notice of position vacancies, candidate information packets, and official nomination forms shall be distributed to all incumbent directors and boards in eligible regions.
August 21, 2023, through September 29, 2023		A school board nominating one or more of its regional board members to the OSBA board of directors and/or LPC must do so by formal resolution of the board and timely submission of the nomination forms to the office of the OSBA. Nominations are closed after this date.
No later than October 13, 2023		Official ballots are distributed to member boards in each region 30 days prior to the date of the election, but no later than October 13.
No earlier than November 1, 2023		Member boards are asked to vote on the candidate(s) of their choice for their region no earlier than November 1, 2023, following the conclusion of all OSBA Fall Regional Meetings.
November 15, 2023, through December 15, 2023		Submission of votes to OSBA. Each member board in the appropriate region shall have one vote in the regional elections for members of the OSBA board of directors and LPC. The person receiving a majority of the votes cast for any position on the OSBA board of directors and LPC shall be elected.
As soon as possible		In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes cast shall be declared elected.
January 1, 2024		Newly elected officers and regional members of the OSBA board of directors and LPC officially take office.

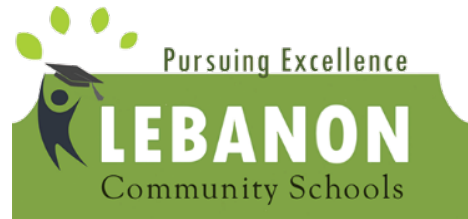
OSBA Resolution Election		
No later than September 29, 2023		All resolutions to be submitted to the membership for a vote must be received at the OSBA offices.
No later than October 13, 2023		Resolution details, along with an official ballot, will be sent to the membership.
November 15, 2023, through December 15, 2023		Each member board in the state shall vote in the general election on resolutions, bylaws amendments, and Legislative Policies and Priorities (even-numbered years only) using the weighted voting system outlined in the bylaws.

OSBA Officer Elections		
September 22-24, 2023, or no later than October 31, 2023		The currently seated OSBA board of directors meets to elect officers. Candidates receiving a majority of the votes cast for any officer position on the OSBA board shall be elected.

Agenda Item 10

Superintendent Contract

BOARD MEMORANDUM



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

From: Jennifer Meckley, Superintendent

Date: December 1, 2023

Meeting Date: December 7, 2023

Re: Superintendent Contract

Contract Reference:

- a. On or before January 1, 2024, the board will decide whether to extend this Employment Agreement for a three-year term. If the Board does not extend this Employment Agreement for a three-year term, Superintendent is entitled to return to her former position as Assistant Superintendent as outlined in Section 8 below.

Agenda Item 11

A. 2024-25 LCSD Proposed
Budget Calendar

Lebanon Community School District #9 Lebanon, Oregon

Budget Calendar for 2024-25

December 07, 2023	Regular Board Meeting: Review/Approve Budget Calendar
March 07, 2024	Special Board/Budget Meeting: Budget Committee Training, and Set Budget Parameters
January 01 – May 16, 2024	Preparation of Proposed Budget: Budget Officer
April 29, 2024	Post public notice of Budget Committee meeting online. (not more than 30 days before the meeting and & not less than 10 days before the meeting).
May 08, 2024	Post public notice of Budget Committee meeting online. (not more than 30 days before the meeting and & not less than 10 days before the meeting).
May 16, 2024	Budget Committee Meeting #1: Continued budget discussion
May 23, 2024	Budget Committee Meeting #2: Target date for approval of the budget
May 24, 2024	Post Notice of Budget Hearing, Financial Summary and Fund Summaries (not more than 30 days nor less than 5 days prior to the hearing).
June 06, 2024	Public Budget Hearing & Special Board Meeting on the budget as approved by Budget Committee Adopt the final budget and make appropriations <i>(after Budget Hearing)</i> . 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

Agenda Item 11

B. November 9, 2023 Board
Meeting Minutes



**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING
NOVEMBER 9, 2023, 6:00 PM**

Ralston Academy

485 S. 5th Street, Lebanon, OR 97355

MEETING MINUTES

<u>BOARD MEMBERS PRESENT:</u>	<u>EXECUTIVE STAFF PRESENT:</u>
Tom Oliver, Chair, Via Zoom Clyde Rood, Member Melissa Baurer, Member Mike Martin, Member Nichole Piland, Member	Jennifer Meckley, Superintendent William Lewis, Chief Operations Officer Steven Prososki, Business Director

The meeting minutes were recorded by Executive Secretary Jessica Woody.

1. WELCOME AND CALL TO ORDER

Board Chair Tom Oliver called the meeting to order at 6:04 PM and led the flag salute.

2. PUBLIC COMMENTS

No public comments were made.

3. SIA ANNUAL REPORT

Jennifer speaks to the board regarding the annual report for the student investment account, which is a part of the student success act. She describes this as a wonderful grant and lists the outcomes made up of the following- Increase Academic Achievement and Reduce Disparities, Meet Students' Mental or Behavioral Health Needs, Ongoing Community Engagement, Support for English Language Learners, and Career and Technical Education. She explains that this report is a review of how the year has gone and how the district has continued to maintain and improve the programs that come from this grant.

She notes that the IAs, Deans of Student Success, Mental Health Therapists, CTE Program at the Middle School, and Bi-Lingual Assistants and EL teachers are all paid for out of this grant, and without this grant the district would not be able to have those positions. She notes the biggest barrier which is staff shortages, where positions have zero applicants. Jennifer also notes a barrier within community engagement which is parental/family involvement.

She notes that they are adding another bilingual assistant due to population growth, otherwise most everything stays the same.

Mike asks if this is funded annually and Jennifer states that it is funded annually and will be until legislation says no more. Mike also inquires about where the grant dollars are spent and Jennifer

explains that it is used solely for personnel at this time, and in the past had been used for some PD as well as summer school or after school programs.

Melissa inquires about who oversees the grant and the type of outreach taking place regarding community engagement. Jennifer notes that the schools host parent nights and conferences, parent square communication, as well as the welcome center support for the most at-risk families. She explains that the outgoing communication is strong, however the incoming is less than– the hardest part can be engaging the parents. Melissa notes that more back and forth engagement would be nice to see, and she recommends focus groups. Jennifer likes the idea.

4. SEVEN OAK DATA REPORT

Seven Oak Middle School Principal, Mike Hillman, and Assistant Principal, Ryan King, speak to the board regarding data and addresses the concerns with their data not properly telling their story. Mike explains that they have analyzed thoroughly STAR and SBAC data, GPA, attendance rates, and the trends that may follow. Referring to the slides available in the packet, he explains that not all students participate in the SBAC tests, and specifically notes the high number of students who are opted out. He recognizes the high achievement that came the year following COVID, and references the student incentives that were taking place at that time.

Mike also addresses the change in their master schedule last year which was an effort to increase achievement consisting of double blocks of math and language arts. He explains how this flooded the students, while losing their electives, and forcing cohorts, evidently causing test fatigue as well. Mike explains that they are back to their more usual schedule this year and scores have reflected that positively. Overall, incentives have shown to be a large success, and he describes the middle school dance that took place, and the overall positive impact that it has proved for the students academically, emotionally, and specially in their motivation regarding testing and academics. Mike also notes that the testing window has been changed to provide a larger window with more time between, as well as their focus on students who are identified that need support. Mike notes that teachers are motivated and engaged as well and are working towards department achievement. He believes they are moving in a good direction this year and making good strides.

Clyde inquires about the students who opt out of testing and if incentives can be provided to encourage a smaller amount of opt outs, Mike notes that this is not typically discussed with a parent and if they express that they would like to opt out, it is accepted without question.

Jennifer notes how pleased she is to see how Seven Oak administration has responded to the data, she appreciates their passion and all of the great things they are doing.

Ryan also speaks on the very high number of extra-curricular participation that is taking place, with very high interest in middle school sports, huge theatre interest of over 60 students, and a wonderful music program. It is agreed by the group that it is very exciting to see how many students are getting involved in the extra-curricular activities.

5. STUDENT BOARD REPRESENTATIVE

The sample policy attached to the board packet is referenced, and the board members discuss the options regarding a student board representative. Melissa states that she feels it is important to have student voice and empower the students, as well as providing them with an additional skill

moving forward. It is decided between the district and board members that the high school would assist in working through this process and Jennifer will discuss this with the high school principal, as well as look for ideas at the upcoming board convention.

6. LHS MASCOT

Tom references the conversation that took place regarding this topic at the previous board meeting. Jennifer thanks Clyde for bringing this idea forward. She believes it is important and she explains the history of the mascot over the years. She notes the history where the name "warriors" was kept, but without the imagery. Jennifer also notes the process in adopting a Native American mascot, which is attached to legislation, and the time and funds that it would require. She explains that the district is working towards advancing equity to ensure safety and belonging for all students and she believes that advancing in this area specifically is not a step in the right direction pertaining to equity for all. Jennifer supports a mascot and the process of one, but explains that it does not necessarily have to be a Native American mascot.

Tom believes that he could not support this process at this time due to the significant challenges regarding staffing and could not support the time and money that would need to be allocated to this, at this time. He ultimately believes that this would be a community conversation, though how time and money is spent is up to this group as well. In question by Melissa, it is noted that the amount of staff time can depend on how far into the process you go, as well as legal counsel involvement. Tom agrees that this does not necessarily align with the district's goals as mentioned by Jennifer.

Clyde references the Kalapuya Indians and their involvement. He explains that he spoke to a representative and the finances and costs could potentially be encompassed in. He explains what he believes is also the purpose in the Native American imagery, which he feels would be the history showing the strength and honor it entails. He imagines that this would require working closely with the Siletz, Grand Rhonde, and Kalapuya tribes.

Jennifer explains that there would be a very detailed process in having a Native American mascot, in following legislation and the ODE, which would require an agreement regarding imagery, history, and teaching.

Clyde understands that this could be a several year long process but he is highly interested in pursuing this. The board's consensus is to hold off on this process due to the timing, and when the timing is right it can be re-discussed in the future and would definitely require community involvement.

7. CONSENT AGENDA

Nicole motions to approve and Mike seconds the motion. All in favor with a unanimous vote, the consent agenda made up of the October 12, 2023 Board Meeting Minutes, First Reading Policy Updates GCBDA/GDBDA-AR(1), EFAA-AR, and GBED-AR, Second Reading Policy Updates BD/BDA, BDC, GCBDA/GDBDA, LBE, LBEA, and DLBA, and 2023-24 temporary new hire Kristy Lindner is approved in its entirety.

8. DEPARTMENT REPORTS

A. Operations

William presents to the board, first acknowledging the focus areas previously introduced by Jennifer, and explains what part the operations team plays in these areas. He also gives his appreciation to the district's new Business Director, Steven, and his high level of professionalism and financial integrity.

William provides an update regarding the Hamilton Creek playground and the joy that students have had while using the new equipment. He thanks the Hamilton Creek PTC group, as well as the district's Facilities department for their efforts in this project.

He also provides an update to the board regarding the Lacombe roof, the Seven Oak project, and the LHS cafeteria project.

He explains that the Lacombe roof was found to only have 5% asbestos which will hopefully create a savings, and that hopefully in January there will be bids available for board approval. He also hopes to see this officially go underway in June of 2024.

He notes that the concrete has been poured for the Seven Oak project, and provides the square feet, and a drawing of the building which provides the scope of the project and what the building will be equipped with. He shows his appreciation for the safety of students and staff during this construction process.

Regarding the LHS cafeteria update, William explains that the lunch count now compared to past years is much higher, which created the need for the update. He provides imagery regarding the plans and what will be re-done. He reiterates that the funds used for this project are federal dollars that can only be spent on food services, which also goes through ODE for approval. He hopes to also bring this back to the board in January for approval, and construction time would begin in June of 2024. A question is presented whether this will affect the summer meal program, and it could, however meals will still be provided as usual.

William gives his gratitude to Susanne Stefani, Communications Director, for her assistance in putting the operations reports together, and her help in building a webpage on the district website to house this information as well.

B. Human Resources

Nothing to report.

C. Finance

Steven shares that the Fall Audit for the 2022-23 school year took place in October, and went very positively, with one more week of follow up taking place. He also notes that in November property taxes will be coming through.

Steven talks about the construction program that some students have been involved in, and the opportunity to grow this program by purchasing the adjacent property – providing 5 more lots for students to continue this program on. It is explained that the cost is all funded by the revenue of the program itself. Mike inquires about the properties that have been purchased and completed at this time, and what the district's plan is moving forward, he feels it is advantageous that the board fully understand this program and he would love to hear from the teacher of the program, Eric. Steven and Tom explain that the plan is to continue the development which in turn continues to provide the opportunity to students.

Steven explains the terms of the Resolution which was presented to the board for approval. Questions arise about the managerial classified staff numbers, and it is noted that these were just classifications that were changed, there was no new hiring in these referenced areas, and that budget projections have not quite been updated at this point. Nichole motions and Mike seconds the motion, all in favor with a unanimous vote, the updated Resolution 2023-03 is approved by the board.

9. COMMUNICATION

A. Board

Nichole and Melissa thank Mike and Ryan for their recent tour of the middle school, and appreciate seeing all of the great things that are happening and the happy kids. Melissa also thought it was great to see all of the extra-curricular activities that are going on. Tom agrees that it is great to see how far they have come. Melissa also thanks Jessica, Secretary to the Superintendent and School Board, for scheduling those building tours.

B. Superintendent

Jennifer provides her Jen's Zens highlighting first that for the second year in a row, with the support of the local United Way, they have been able to provide book bags for every first grader in the district, consisting of 4 brand-new books for them to keep. She thanks United Way, ATI Materials, Oregon Freeze Dry, Weyerhaeuser, and Knife River Training Center for making this possible.

Jennifer highlights the FFA program for their participation in the 70th annual Soils Contest last month at Waterloo. The contest involved evaluating soil properties and determining its ideal agricultural use. Our students took first place in the advanced category that day and went on to place second a few days later at the state competition in Dallas. In April, they will attend the national competition in Oklahoma. The district is proud of their hard work!

Cascades school is also highlighted due to their family engagement at their recent events consisting of Pancakes with Principals and Coffee with the Counselor. These are opportunities for parents and guardians to meet school staff, socialize a bit, and learn about a topic that will help them better understand the school and its programs.

Jennifer also shares the recent Apple Award winners who are Riverview Teacher Maureen Holt, Seven Oak Teacher Kathryn Collins, Seven Oak Teacher Andrew McAteer, and Green Acres Behavior Support Professional Taiah Tippey. Jennifer thanks again the Gillott Home Team, Adam Kirkpatrick Family Dentistry, and 1847 Bar & Grill for their support in providing these Apple Awards to the district's staff.

10. PUBLIC COMMENTS

A member of the press, Sarah Brown, addresses the board asking when the Facility Advisory Committee Meetings will begin.

A community member and parent of 6 LCSD students, Elati Bourgeois, addresses the board to speak about the mascot topic. She explains that she is speaking on behalf of herself, and not one single person, race, etc. She asks that her and all of the students' safety be considered in these discussions and plans, as she states that they will be impacted by this. She notes that these discussions can cause divide and ultimately relates to the race of students and people. She feels that this could have a large impact on their safety and academic achievement.

11. ADJOURNMENT

There being no further business before the Board, the meeting was adjourned at 7:43 PM.

Tom Oliver, Board Chair

Jennifer Meckley, Superintendent

Agenda Item 11

C. Policy Updates – First
Readings

December 2023 POLICY UPDATES – REVIEW AND RECOMMENDATIONS

Code	Title	OSBA Recommendation	DO Staff Lead(s)	Changes/DO Staff Comments	Recommended Adoption? (Yes/No)
EFA	Local Wellness Program	Required	Angie	Updated language regarding the district's wellness program	Yes
EFA-AR	Local Wellness Program	Required	Angie	Recommended to delete per added language to Policy EFA	Yes
BCBA	Student Representative(s) on the Board	District Recommendation	Jennifer	Proposed Policy to implement student representatives on the board	Yes
BCBA-AR	Student Representative(s) on the Board	District Recommendation	Jennifer	Proposed Policy to implement student representatives on the board	Yes
ECA-AR	Buildings and Grounds Security	Informational	William	Updated language regarding employee keys and badges	Yes

Lebanon Community Schools

Code: **EFA**

Adopted: 9/6/09

Readopted: 5/6/10, 1/23/14, 12/10/15,
6/8/17, 10/12/17, 12/8/22

Orig. Code(s) EFA

Local Wellness Program

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

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

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

WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation Plan

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

The plan will:

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

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

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

Record Keeping

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

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

Annual Notification of Policy

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

Triennial Progress Assessments

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

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

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

Revisions and Updating the Policy

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

Community Involvement, Outreach and Communications

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

Nutrition Promotion and Nutrition Education

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

~~Nutrition promotion and nutrition education shall be a sequential and integrated focus on improving students' eating behaviors, reflect evidence-based strategies and be consistent with state and local district health education standards.~~

~~To promote nutrition education in the schools, the principal is responsible for ensuring the following goals are implemented:~~

- ~~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.~~

Nutrition promotion, including marketing and advertising nutritious foods and beverages to students, will be implemented consistently through a comprehensive and multi-channel approach, (e.g., in the classroom, cafeteria and at home) by staff, teachers, parents, students and the community.

To ensure adequate nutrition promotion, the following goals will be implemented:

1. Information about available meal programs is distributed prior to or at the beginning of the school year and at other times throughout the school year;
2. Information about availability and location of a Summer Food Service Program (SFSP) is distributed.

School Meals

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

The district's available meal program(s) will operate to meet meal pattern requirements and dietary specifications in accordance with the Healthy, Hunger-Free Kids Act and applicable federal laws and regulations.

The Nutrition Director will support nutrition and food services operation as addressed in Board policy EFAA- District Nutrition and Food Services and its accompanying administrative regulation EFAA-AR – Reimbursable Meals and Milk Programs.

Staff Qualifications and Professional Development

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

Water

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

Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day and extended school day will meet or exceed the nutrition standards

set by the USDA and the Oregon Smart Snacks Standards¹. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

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

Fund Raising

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

Food and Beverage Marketing in Schools

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

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

This term includes, but is not limited to, the following:

1. Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;
2. Displays, such as on vending machine exteriors;
3. Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards.

Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.

4. Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district;
5. Advertisements in school publications or school mailings;

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

6. Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

Physical Activity and Physical Education

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

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

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards in order to meet the ODE's physical education content standards. ~~Students in kindergarten through grade 5 shall participate for at least 120² minutes during each school week, and students in grades 6 through 8 for at least 180³ minutes per school week.~~ Students in kindergarten through grade 5 shall participate for at least 150 minutes during each school week, and students in grades 6 through 8 for at least an average of 150 minutes during each school week, as calculated over the duration of a school year.

In order to insure students are afforded the opportunity to engage in physical activity and physical education 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 all classes or courses as part of a well-rounded education;
2. Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills, and confidence to become physically literate;
4. All physical education classes will be taught by licensed physical education teachers and/or appropriately licensed teachers as outlined by the Teacher Standards and Practices Commission (TSPC); and
5. A Daily recess period(s) will be provided that will not be used as a punishment or a reward.

Employee Wellness

The district encourages staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale and a greater personal commitment to the school's overall wellness program. Many actions and conditions that affect the health of staff may also influence the health and learning of students. The physical and mental health of staff is integral to promoting and protecting the health of students and

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

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

helps foster their academic success. The district's Employee Wellness Program will promote health, reduce risky behaviors of employees and identify and correct conditions in the workplace that can compromise the health of staff, reduce their levels of productivity, impede student success and contribute to escalating health-related costs such as absenteeism.

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

The district's Employee Wellness Program may include the following:

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably tailored to employee's needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior and implementation of policy that promotes health and safety and reduces the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;
4. Education and resources to help employees make decisions about health care; and
5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

The district encourages participation from all employees. "Employees" are not limited to instructional staff (i.e., teachers and instructional assistants) but include all administrators and support staff.

The following groups are seen as essential for establishing, implementing and sustaining an effective employee wellness program:

1. School personnel who implement existing wellness programs in the district, (i.e., employee wellness committee);
2. District personnel who implement health programs for students (e.g. school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other staff); and
3. Decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program (e.g. Board members, superintendents, human resource administrators, fiscal services administrators and principals).

Other Activities that Promote Student Wellness

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

END OF POLICY

Legal Reference(s):

[ORS 329](#).496
[ORS 332](#).107
[ORS 336](#).423

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

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

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

R6/27/17 | PH

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 palatability 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) during the school day.
4. "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.
5. "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.
6. "Meal period" means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.
7. "Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.
8. "Oregon Smart Snacks Standards"¹ means the minimum nutrition standards for competitive foods and beverages.
 - a. Food items, including accompaniment foods, must:

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

- (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; and
- (5) 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.
 - (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) Trans fat: 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 200mg sodium² 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.
 - (iv) Sugar-free chewing gum.
 - (i) Entrees in same or smaller portion served on the day or the day following in the National School Lunch or School Breakfast Programs are exempt from the nutrient standards for:
 - 1) Calories;
 - 2) Total fat;
 - 3) Saturated fat;
 - 4) Trans fat;
 - 5) Sodium; and
 - 6) Sugar.
- b. Beverages must be:
- (1) For elementary level students:
 - (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 unsweetened fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
 - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 8 ounces and 120 calories;
 - (g) 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;

²On July 1, 2016, the sodium standard will reduce to 200 mg per item as packaged or served.

- (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 unsweetened fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
 - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 10 ounces and 150 calories;
 - (g) 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 unsweetened fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
 - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;
 - (g) 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;
 - (h) 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.
9. “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.
10. “School campus” means all areas of property under the jurisdiction of the school that are accessible to students during the school day.
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 be a sequential and integrated focus on improving students’ eating behaviors, reflect evidence based strategies and be consistent with state and local district health education standards.

Nutrition education at all levels of the district's curriculum shall include 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.

Food and Beverage Marketing

The district (i.e., school nutrition services, athletics department, PTA, PTO) will review existing contracts, new contracts and equipment and product purchase or replacement to reflect the applicable food and beverage marketing guidelines established by the district wellness policy.

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

This term includes, but is not limited to, the following:

1. Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;
2. Displays, such as on vending machine exteriors;
3. Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards.

Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.

4. Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district;
5. Advertisements in school publications or school mailings;

6. Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

Physical Activity and Physical Education

In order to insure students are afforded the opportunity to engage in physical activity and physical education 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 all classes or courses as part of a well-rounded education;
2. Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;
4. All physical education classes will be taught by licensed physical education teachers and/or appropriately licensed teachers as outlined by the Teacher Standards and Practices Commission (TSPC); and
5. A Daily recess period(s) will be provided that will not be used as a punishment or a reward;

Nutrition Guidelines and Food Services Operation

In order to support a 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 and SBP maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals in accordance with the National School Lunch Act;
4. The school's NSLP and SBP 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 nutrition standards set by the USDA and the Oregon Smart Snacks Standards. A school or district, that operates or contracts the food service component of their NSLP and SBP, shall form a nutrition advisory committee comprised of staff, students and parents. 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 to provide families, on request, information about the ingredients and nutritional value of the foods served;
8. Modified meals are prepared for students with special dietary needs:
 - a. The district will provide substitute foods to students with a disability³ that restricts their diet, when supported by a written statement from a state-licensed health care professional who is authorized to write medical prescriptions.
 - b. Such substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment.
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.

Competitive Food Sales

In keeping with federal regulations, the district controls the sale of all competitive foods. Accordingly, the district will select food items that meet the Oregon Smart Snacks Standards.

The sale of foods and beverages in competition with the district's NSLP and SBP meals shall be permitted 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.

³To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

Other Foods Offered or Sold

Foods and beverages sold in classrooms or school-sponsored activities during the school day shall follow the Oregon Smart Snacks Standards.

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

Employee Wellness⁴

The district's Employee Wellness Program may include the following:

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably tailored to employee's needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior and implementation of policy that promotes health and safety and reduces the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;
4. Education and resources to help employees make decisions about health care; and
5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

The district encourages participation from all employees. "Employees" are not limited to instructional staff (i.e., teachers and instructional assistants) but include all administrators and support staff.

The following groups are seen as essential for establishing, implementing and sustaining an effective employee wellness program:

1. School personnel who implement existing wellness programs in the district, (i.e., employee wellness committee);
2. District personnel who implement health programs for students (e.g. school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other staff); and

⁴[This language is optional and not required by state or federal law.]

3. Decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program (e.g. Board members, superintendents, human resource administrators, fiscal services administrators and principals).

Other Activities that Promote Student Wellness

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

1. Safe Routes to Schools Program
2. Physically active community engagement (e.g., skate night, fun run, dance night);
3. Nonfood-related fund raisers;
4. Physical activity brain breaks during transitions from one subject to another;
5. Intramural sports;
6. Monthly/Weekly school walks;
7. The use of alternates to food as rewards in the classroom; and
8. Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;

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 will 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 nutrition director 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;
6. Marketing Healthy Meals

The Principal is responsible for the following:

1. Customer service and student and family involvement;
2. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
3. 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:

1. Nutrition education materials and cafeteria menus are sent home with students;
2. Parents are encouraged to send healthy snacks/meals to school;
3. Parents and other family members are invited to periodically eat with their student in the cafeteria;
4. Families are invited to attend exhibitions of student nutrition projects or health fairs;
5. Nutrition education workshops and screening services are offered;
6. 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.);
7. Staff are encouraged to cooperate within their own schools and with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate;
8. Staff encourages and provides support for parental involvement in their children's physical education.
9. Materials promoting physical activity are sent home with students; and
10. Physical activity is encouraged as a planned part of school-community events.

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:

1. Board policy and this administrative regulation are implemented as written;

2. 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;
3. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program, and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;
4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;
5. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
6. Teachers have received curriculum-specific training;
7. Teachers provide physical activity instruction and programs that meet the needs and interests of all students;
8. Families and community organizations are involved, to the extent practicable, in nutrition education; and
9. One or more persons within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.

4/13/17 | PH

OSBA Model Sample Policy

Code: BCBA
Adopted:

Student Representative(s) on the Board

The Board establishes two positions of student representative on the Board. A student representative shall not be a voting member of the Board.

A student representative shall be installed on the Board with the following Oath of Office:

“I _____, will support the Constitution and the laws of the United States, the state of Oregon and the laws thereof, and the policies of the Lebanon Community School District, and will discharge the duties of Student Representative on the Lebanon Community School Board to the best of my ability.”

The superintendent will develop administrative regulations to include application and selection processes, roles and responsibilities of a student representative, communication expectations, procedures and regulations for student representative. The information will be published in appropriate school communications and on the district website.

The district will ensure the process and management of student representative application materials, communications and the interview process (if applicable) will comply with the requirements of law related to student records.

A student representative shall not be liable for any acts of the Board.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2023).

OSBA Model Sample Administrative Regulation

Code: BCBA-AR
Revised/Reviewed:

Student Representatives(s) on the Board

Student Representative Eligibility

1. Be a resident, full-time student at the time of application and remain so while serving.
2. Be a student in grade 10 or 11 at the time of application.
3. A student who served while in grade 11 may reapply to serve a second term.
4. Maintain a minimum 3.0 GPA at the time of application and throughout term of service.
5. Maintain 90% minimum attendance at the time of application and throughout term of service.
6. Zero major referrals at the time of application and throughout term of service.
7. Provide three professional and/or academic recommendations.

Student Representative Role and Responsibilities

A student representative on the board will abide by the following regulations:

1. Will take the oath of office stated in Board policy BCBA – Student Representatives(s) on the Board before taking their seat on the board;
2. Shall not be a voting member of the board;
3. Shall not hold an officer position on the board;
4. Shall not attend an executive session of the board;
5. Will serve an academic year September 1-June 30 beginning in the subsequent school year;
6. Will attend all regular board meetings and will be invited to attend budget meetings;
7. Will review and read the board packet in preparation for meetings;
8. Can participate in discussions of the Board at regular meetings;
9. Will have authority given to school board members by parliamentary procedure, e.g., point of order, appeal;
10. Will be responsible for providing regular updates to the district's student community through available district communication channels;

11. Will give earliest possible notification to the Board of intent to resign, if applicable. Vacancies will be filled through the established process or a student representative may be appointed as deemed appropriate by the Board;
12. May be removed from office for failing to meet roles and responsibilities or regulations outlined herein as determined by the Board, or if deemed necessary by district administration as part of a disciplinary proceedings issued by school administration.

Other Responsibilities and/or Duties as Assigned

The following is a non-inclusive list of other possible duties and/or responsibilities for student representative on the board:

1. May be asked to present specific school board proposals to the district's student community to gain insight and opinions from local students, as appropriate.
2. May be asked to communicate with school-sponsored clubs and organizations on topics proposed by the Board;
3. May be asked to serve on a board committee;
4. May be asked to participate in the promotion for the role of student representative on the board during the application period for a successor.

Application and Selection Timeline

The application materials are available on the school website.

The application deadline¹ and process for selecting a student board member is established each year by district administration published on the school website and in school communications. Applications for student representative must be submitted by the end of the school day on or before the published deadline. Applications will be forwarded to the Board secretary. A student representative applicant, if deemed eligible to serve, will also participate in an interview with a selection committee. The selection of a student representative for the subsequent school year will be made by committee no later than June 1.

The district will designate a staff member as point of contact to aid applicants with questions related to board service and about the roles and responsibilities of a student representative.

The selection of a student representative will be based on the applicant's completed application and submitted materials and the interview.

The district will organize a selection committee consisting of not less than five members, including the superintendent, the student's building principal or designee, one board member, and the current student representatives(s) or at least two students appointed by the building principal. The district may designate an alternate staff member, e.g., school counselor, teacher, as a committee member if participation of a student or students it is not practical for the current circumstances.

¹ Generally, a deadline date will be established and published by March 1 for an application deadline which is no later than April 15, allowing at least six weeks for the application period.

District Role and Responsibilities

1. The district administration will ensure a student representative on the board receives the same notices and materials as elected/appointed school board members, e.g., notice of meetings, agendas, appropriate meeting materials, except confidential information or materials concerning personnel, bargaining or legal matters.
2. The Board will provide a place at the board table for a student representative.
3. The district is responsible for providing a student representative with access to available school communication channels to support providing regular updates to the district's student community.
4. The district will provide learning opportunities as deemed appropriate by the district to a student representative, e.g., trainings, workshops, conferences, at district expense.
5. The district will designate a point of contact for a student representative from district staff.
6. The designated district staff will meet with a newly elected/appointed student representative to mentor and help orient the student representative's role on the Board.
7. The district will invite a student representative to attend public budget meetings.

Buildings and Grounds Security

1. Security of buildings and grounds

a. Purpose

To provide a system and procedures that will facilitate the assignment and control of keys/cards that access LCSD facilities and will ensure the required level of security for all LCSD facilities.

b. Scope

The lock control system will include the following areas in all LCSD facilities:

- (1) All exterior doors;
- (2) All interior doors;
- (3) All cabinets and storage areas, except those assigned to students or staff members, for the storage of personal property;
- (4) All athletic fields and play areas;
- (5) Students lockers.

c. Responsibility

(1) Director of facilities and maintenance:

- (a) Issue keys/cards;
- (b) Maintain key/card control records/master inventory;
- (c) Monitor key/card control system;
- (d) Direct the installation/maintenance of lock systems;
- (e) Duplicate and/or order keys/cards as required;
- (f) Design and maintain lock control plan and related equipment.

(2) Principal or director in charge

- (a) Regulate use of keys/cards assigned to their location;
- (b) Ensure compliance with the system;
- (c) **Determine Request** key/card requirements within their location;
- (d) Assign and manage keys/cards for their area of responsibility;
- (e) Will be responsible for all keys/cards assigned to them and, due to negligence on the part of the employee, will be charged in accordance with the fee schedule for any lost or unaccountable key/card(s).

(3) Superintendent

- (a) Approve lock control plan submitted by the director of facilities and maintenance.

2. Lock Improvement

Hardware installation throughout the district is the following:

- a. All exterior entry doors with the exception of the exterior doors which are card locked will be keyed alike. Some individual key locks may not be operable by building master key per director of facilities and maintenance, but will be secured with an appropriate/approved security lock system. For special areas such as gymnasiums, multi-purpose rooms, etc., all may be keyed individually and all locks master keyed, area master keyed and grand master keyed;
- b. ~~All individual~~ Classrooms and interior doors will be secured with appropriate/approved passage locks keyed individually, and for school master keys, areas master keys and grand master keys;
- c. All gates, sheds and storage rooms secured with padlocks will be secured with appropriate/approved padlocks keyed individually and/or with the corresponding master keys and all locks for area master keys and grand master keys;
- d. All student hallway lockers will have ~~built-in~~ combination locks and keyed to school locker master keys;
- e. All student athletic locker locks will have combination ~~pad~~locks and keyed to school master keys.

3. Lock Installation/Maintenance

- a. All locks, with the exception of student athletic lockers, are the responsibility of the ~~facilities individual schools'~~ department and will be installed and maintained by that department. Unauthorized locks will be removed and replaced;
- ~~b. The purchasing and replacement of student athletic padlocks are the responsibility of the individual schools.~~

4. Duplication of Keys/Cards

Duplication of keys/cards will be done by the facilities department, as authorized by the superintendent, the director of facilities, or their designee.

5. Special Problems/Concerns

Any questions or special problems concerning locks or keys/cards should be directed to the appropriate principal or director who will then contact the director of facilities.

6. LCSD Employee Key/Card Procedure

a. Key/Card Requirements

The director of facilities will determine key requirements. Additional key(s) must be asked for on an "Access Key/Card Request" form. Key requests will be sent to the director of facilities for approval and issue.

b. Key/Card Approvals

Key/Card authorization authority:

- (1) Cabinets, desks and other storage areas: Authorized principal or director;
- (2) All inside doors, gates and storage sheds: Authorized principal or director;
- (3) All outside building doors other than the staff passage doors: Director of facilities;
- (4) Facility master keys: ~~Authorized principal or director~~ Director of facilities;
- (5) Area grand master key: Superintendent and/or director of facilities;
- (6) Great grand master key: Superintendent and/or the director of facilities.

c. Key/Card Issue Procedure

The authorized building administrator in charge of keys/cards is responsible to see that the key/card check-out/check-in procedures are complied with by the standards set forth by the Director of Facilities. Employees will sign an “Access Key/Card Issuance” form prior to any key or card issuance.

d. Key/Card Assignments

Keys/Cards will be assigned to 12-month employees and building administrators for as long as required. Keys/Cards will be assigned to school year employees for the school year and must be turned in at the end of the school year. Keys/Cards may be reissued to school year employees for use over the summer months if approved by the appropriate building administrator. It will be the building administrator’s responsibility to notify the director of facilities in writing, listing those individuals, with key/card numbers, who have been issued keys/cards over the summer months. The authorized building administrator will reissue keys/cards to school year employees at the start of each school year.

e. Procurement of Additional Keys/Cards

The authorized principal or director will complete the “Access Key/Card Request” form and submit it to the director of facilities when additional keys/cards are needed for their respective key/card inventories.

f. Key/Card Return Procedure

- (1) 12-month employees must return keys/cards when the keys/cards are no longer required, as directed by the supervisor, or upon termination;
- (2) School year/less than school year employees must return keys/cards when the keys/cards are no longer required at the end of the school year, as directed by the supervisor, or upon termination from the district.

All employees, as well as the authorized principal or director will acknowledge the receipt or return of keys/cards by signing in the appropriate place on the “Access Key/Card Issuance” form.

7. LCSD – Nonemployee Key/Card Procedures

a. Key/Card Assignment

Keys/Cards will be assigned to approved nondistrict employees for a specific amount of time, with a clear and definite written understanding of times and dates that use will be permitted.

b. Key/Card Issue Procedure

Key/Card Agreement: Requester must complete and sign key agreement form, acknowledging his/her responsibility toward liability and compensation in the event the key(s)/card is lost or stolen, as per appropriate rules and regulations.

c. Key/Card Approvals

~~Distribution of keys/cards at a building level will be at the discretion of the building administrator. (Refer to building use and fee schedule.)~~ Contractors working for LCSD will receive keys/cards from the director of facilities. Building administrators will be advised that a key/card to their building has been issued for use with date and times.

d. Key/Card Return Procedures

Nondistrict employees must check keys/cards into the department from which the keys/cards were obtained and sign off on the request form.

8. Lost or Stolen Keys/Cards

- a. Any individual having lost or had their keys/cards stolen must report the loss to the issuing administrator for that particular facility using the appropriate “Access Key/Card Loss Report” form within 24 hours.
- b. The loss or theft of any key/cards must immediately be reported by e-mail memorandum to the director of facilities or his/her designee by the issuing principal or director. The signed “Access Key/Card Loss Report Form” shall be forwarded to the director of facilities within 72 hours of notification of loss.
- c. A lost or stolen key/card(s), due to negligence on the part of the employee, will result in that person paying for the re-keying or re-pinning of all locks which that key/card may open. Cost for re-keying will vary, but will include all materials and labor associated with the re-keying. The director of facilities or his/her designee will determine the exact cost.

Requested by_____

Building_____

Date of request _____

Administrator approval_____

# Requested	Key/Card Identification #	To be issued to/for

Access Key/Card Issuance Form

Name_____

Building_____

INIT

INIT

ISSUE DATE____/____/____ CARD #:_____ ACCESS TO:_____ RETURN DATE/____

ISSUE DATE____/____/____ CARD #:_____ ACCESS TO:_____ RETURN DATE/____

ISSUE DATE____/____/____ CARD #:_____ ACCESS TO:_____ RETURN DATE/____

ISSUE DATE____/____/____ CARD #:_____ ACCESS TO:_____ RETURN DATE/____

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ISSUE DATE____/____/____ CARD #:_____ ACCESS TO:_____ RETURN DATE/____

ISSUE DATE____/____/____ CARD #:_____ ACCESS TO:_____ RETURN DATE/____

I have read, understand and will abide by the conditions written on the back of this form.

Employee signature

Date

Facilities Signature

Keys/Cards shall be issued to staff members by the ~~building administrator~~ Facilities Department. In order to protect property, students and staff; and to ensure the building is adequately secured when no authorized personnel are present, all staff shall adhere to the following key/card control procedures:

1. The duplication of keys/cards is strictly prohibited.
2. Keys/Cards shall not be left unattended. Avoid leaving keys on desks, tables, in mailboxes, unattended coat pockets, etc.
3. Keys/Cards shall not be loaned to students or to individuals not employed by the district. Under no circumstances shall staff provide keys to students to “run errands”, “lock/unlock” doors, etc.
4. Lost or stolen keys/cards shall be reported to the Building Administrator, using the appropriate “Access Key/Card Loss Reporting Form”, within 24 hours of discovery of the loss or theft so that measures may be taken to protect district property. Three days shall be allowed for the finding or recovery of keys/cards before any charges are assessed.
5. Upon completion of the “Access Key/Card Loss Reporting Form”, presentation of a broken or damaged key/card(s) and submission of assessed fees, replacement keys shall be issued within 72 hours.
6. Due to negligence on the part of the employee, lost or stolen key/card(s) shall result in the person responsible for the keys paying for the re-keying or re-pinning of all locks which that key may open. Cost for re-keying will vary, but will include all materials and labor associated with the re-keying. The director of facilities or his/her designee will determine the exact cost.
7. All keys/cards shall be checked in at the end of the school year. Staff with summer duties necessitating building access may make arrangements with the building administrator to have their keys/cards reissued as appropriate.
8. Only district authorized locksets and padlocks shall be used to secure facilities and district property. The use of personal locksets and padlocks is prohibited.

Access Key/Card Loss Report Form

As per the original "Access Key/Card Issuance Form" conditions and Board policy ECA-AR, the reporting of any lost or stolen key(s) must be made to the building administrator or appropriate administrator within 24 hours. The individual to whom the key(s) were assigned is responsible for cost of replacement of the key(s) and will be subject to other penalties established by Board policy. Lost or stolen key/card(s) will result in that individual paying for the re-keying or re-pinning of all locks which missing keys/cards may open.

Please complete the form below and return it immediately to the appropriate administrator.

Name_____

Building_____

Date of loss_____ Time of loss_____

Location of loss_____

Circumstances_____

List all missing keys/cards:

Key/Card #

Access to:

Employee signature

Date of loss report

Administrator signature

Date report received

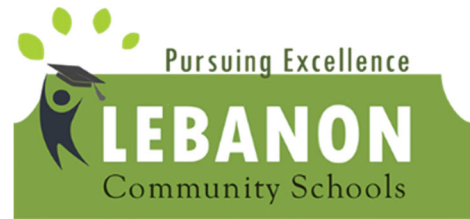
Buildings and Grounds Security - ECA-AR

8-8

Agenda Item 12

C. Financial Reports

BOARD MEMORANDUM



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

From: Steven Prososki, Business Director

Date: December 07, 2023

Meeting Date: December 07, 2023

Re: Financial Report and Fiscal Updates

Financial Report

The 2023-2024 Financial Board Report included in this packet reflects all revenues and expenditures for 2019-2023 and the budgeted YTD expenditures, plus encumbered amounts for 2023-2024 as of 11/30/23.

2023-24 General Fund Revenue Report

		19/20 Actual	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	12-07-23 YTD	12-07-23 Balance
	SSF Formula							
1111,	Taxes	10,509,179	10,938,094	11,873,719	12,150,243	12,721,240	9,424,453	3,296,787
4801,4899	Federal Forest Fees	157,804	130,000	125,000	120,000	115,000	-	115,000
3103	Common School	196,120	400,000	444,819	445,000	450,000	-	450,000
2101	County School	209,250	200,000	195,000	50,000	25,000	-	25,000
3104	State Timber	23,587	100,000	100,000	130,000	140,000	-	140,000
3101/3199	School Support Fund	30,942,140	31,791,963	31,702,011	32,604,755	35,951,402	17,495,204	18,456,198
	Adjustments to SSF Payments							-
	Adj for Prior Year payments							-
	Adj for HC Disability Grant	-	-		-		-	-
	Total SSF Formula	42,038,081	43,560,057	44,440,549	45,499,998	49,402,642	26,919,657	22,482,985
1510	Interest on Investments	320,317	250,000	150,000	250,000	500,000	197,106	302,894
4200	Third Party billing	-	-	-	-	-	-	-
2210	TMR	212,376	210,000	210,000	210,000	210,000	-	210,000
4300	JROTC reimbursement	77,982	65,000	65,000	65,000	65,000	22,627	42,373
	Other							-
1741	Outdoor School	-	-	-	-	-	-	-
1910	Rental Fees	1,582	7,500	5,000	-	1,000	311	690
1980	Fees Charged to Grants	14,915	50,000	108,266	110,000	110,000	-	110,000
1312, 1960, 1990,								
5300	Miscellaneous	304,781	250,000	255,000	470,500	152,000	72,221	79,779
1760	Club Fundraising	-	-	-	-	-	-	-
1411, 1993	Transportation Fees	4,538	-	-	-	72,500	7,593	64,907
1994	E-Rate reimbursement	-	80,000	-	-	-	20,472	(20,472)
5200	Interfund Transfer - Athletics	850,000	-	-	-	-	-	-
5400	Beginning Fund Balance	2,126,603	3,784,307	5,065,000	5,180,500	5,400,000	6,134,889	(734,889)
	Total	45,951,175	48,256,864	50,298,816	51,785,998	55,913,142	33,374,875	22,538,267
		=====	=====	=====	=====	=====	=====	=====

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	12-07-23 YTD	12-07-23 Encumb	12-07-23 Balance
Certified salaries	12,665,056	12,540,564	12,871,079	13,169,912	13,134,095	2,425,793	9,507,843	1,200,459
Classified salaries	6,227,931	6,008,791	6,250,523	6,233,686	6,041,456	1,808,429	4,311,080	(78,053)
Administrative salaries	1,873,807	1,863,955	2,059,820	2,151,593	2,327,571	933,149	1,320,433	73,989
Managerial - classified	154,577	289,051	299,689	511,189	557,806	250,762	351,767	(44,723)
Retirement stipends	91,904	133,413	120,000	0	0	0	0	0
Confidential salaries	162,808	284,898	343,800	485,197	465,767	198,903	272,372	(5,508)
Certified subs	2,000	0	14,294	0	0	0	0	0
Classified subs	1,500	23,975	0	0	0	0	0	0
Temp certified	82,264	45,425	0	625	0	1,401	0	(1,401)
Temp classified	8,000	21,658	481	11,086	14,300	23,946	0	(9,646)
Student helpers salaries	21,000	16,654	5,748	9,173	15,098	6,024	0	9,074
Overtime	0	91,513	57,127	38,449	53,074	30,195	0	22,879
Compensation time	52,300	44,207	71,883	8,946	18,597	5,159	0	13,438
Extra duty	279,579	128,295	230,761	83,537	216,434	110,125	0	106,309
Classified extra hrs	208,000	0	0	0	0	0	0	0
Vacation Payoff	29,817	24,292	28,240	43,273	25,244	0	0	25,244
Mentor teacher pay	0	0	0	822	0	0	0	0
Department Head Extra Duty	6,000	30,000	0	0	0	0	0	0
Taxable Meal Reimbursement	0	809	2,000	396	1,158	725	0	433
Cell Phone Stipend	0	1,080	1,080	450	450	188	263	(1)
Travel Stipend	0	11,400	0	30,500	25,950	13,604	19,046	(6,700)
Club/Coach Stipends	29,650	120,904	169,964	257,438	350,265	62,033	130,373	157,859
Total Salaries	21,896,193	21,680,883	22,526,487	23,036,272	23,247,263	5,870,436	15,913,177	1,463,650
PERS	7,398,130	7,286,664	6,797,646	6,994,709	7,309,631	1,778,432	4,662,603	868,596
Social Security	1,655,388	1,642,024	1,627,475	1,759,624	1,768,022	435,015	1,133,566	199,441
Worker's Comp	293,025	275,747	189,328	196,035	216,535	31,258	62,506	122,771
OR Paid Leave	0	0	0	0	92,132	18,734	59,244	14,154
Employee Ins - Admin	215,642	275,263	283,669	325,403	344,633	146,912	205,467	(7,746)
Employee Ins - Certified	2,449,421	2,756,998	2,840,563	3,029,490	2,897,802	535,742	2,085,739	276,321
Employee Ins - Classified	2,327,520	2,596,579	2,598,694	2,651,363	2,766,210	684,631	1,628,557	453,022
Employee Ins - Other	33,429	65,298	92,498	110,502	101,226	43,884	56,930	412
Employee Ins - Retired	83,600	52,700	120,000	0	0	3,150	0	(3,150)
TSA	25,200	45,600	45,600	48,600	57,000	12,500	17,500	27,000
Staff Tuition Reimbursement	0	90,000	2,500	0	0	0	0	0
Total Benefits	14,481,355	15,086,873	14,597,973	15,115,726	15,553,189	3,690,258	9,912,112	1,950,819

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	12-07-23 YTD	12-07-23 Encumb	12-07-23 Balance
Instructional Services	103,800	76,375	66,000	161,000	181,500	12,553	16,908	152,039
Instr Prog Improve Service	53,000	67,750	87,750	56,200	26,817	24,456	0	2,361
Data Processing SVCS	0	0	3,000	5,000	7,500	6,200	0	1,300
Professional and Improvement Cc	0	0	15,000	5,000	5,000	0	0	5,000
Other Instr-Prof-Tech SVCS	20,000	10,000	11,500	16,000	16,000	0	0	16,000
Repairs & Maintenance	190,300	227,612	258,500	286,050	331,850	280,164	5,973	45,713
Radio Service	11,100	11,100	15,000	4,500	17,500	6,100	0	11,400
Rentals	129,400	88,286	86,300	89,105	112,801	29,419	388	82,994
Electricity	502,620	465,700	451,500	450,500	415,000	144,090	285,853	(14,943)
Fuel	223,135	217,800	208,100	233,000	290,000	39,036	50,705	200,259
Water & Sewer	153,520	142,500	146,700	134,000	150,000	78,888	0	71,112
Garbage	102,400	87,000	106,500	104,500	110,000	43,017	89,811	(22,828)
Other Property Services	20,000	0	0	0	15,000	0	0	15,000
Reimb. Student Transportation	10,200	29,900	34,500	9,000	0	16,162	0	(16,162)
Reimb. Student Transportation				150,390	167,158		0	167,158
Travel	158,263	150,513	153,011	168,395	78,660	16,892	65	61,704
Travel - Student - Out of Dist.	5,300	4,500	3,500	0	0	0	0	0
Meals/Transportation	200	350	350	0	0	0	0	0
Staff Tuition	47,000	2,000	72,000	72,500	22,500	16,362	0	6,138
Telephone	73,165	65,100	52,300	73,250	63,825	23,247	26,398	14,180
Postage	26,074	28,900	32,117	31,500	27,050	8,494	15,418	3,138
Advertising	4,300	2,650	3,500	5,500	3,500	710	0	2,790
Printing & Binding	29,400	30,950	31,700	44,500	26,850	1,311	120	25,419
Charter School Payments	2,195,000	2,300,000	2,400,000	2,540,000	2,655,000	1,298,959	732,573	623,468
Tuition Pay Private School	5,000	0	0	0	0	0	0	0
Other Tuition	92,500	90,000	115,000	95,600	10,000	3,450	0	6,550
Audit Services	30,000	39,000	36,000	45,000	45,000	41,150	0	3,850
Legal Services	35,000	35,000	35,000	30,000	75,000	23,729	149	51,122
Negotiation Services	10,000	5,000	1,000	1,000	0	0	0	0
Data Processing SVCS	89,600	65,000	57,500	57,000	56,000	16,178	0	39,822
Election Services	5,000	5,000	18,000	5,000	0	0	0	0
Other Non_instr Pro/Tech	363,700	351,450	402,650	379,154	513,457	68,420	56,413	388,625
Physical Exams - Drivers	4,400	5,750	5,500	8,000	8,500	4,403	0	4,097
Drug Tests Drivers	3,000	2,250	3,000	2,500	1,500	553	0	947
Child Care Services	15,000	0	0	0	0	0	0	0
Sub calling service	15,000	12,000	7,500	7,500	500	0	0	500
Classified subs	194,000	228,600	251,500	191,831	140,331	38,996	0	101,335
Criminal History checks	3,200	3,500	3,500	500	3,000	0	0	3,000
Fingerprinting	1,000	2,500	1,000	1,000	3,000	610	0	2,390
Licensed Subs	425,000	445,791	510,573	413,248	493,349	70,032	0	423,317
Total P. Services	5,349,577	5,299,827	5,686,551	5,877,223	6,073,148	2,313,581	1,280,773	2,478,794

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	12-07-23 YTD	12-07-23 Encumb	12-07-23 Balance
Gas Oil & Lubricants	190,500	189,100	192,000	248,000	239,000	71,046	30,480	137,474
Supplies & Materials	648,024	651,837	698,023	996,751	1,011,442	263,874.85	81,933.24	665,634
Vehicle repair parts	52,800	50,500	50,500	61,500	76,500	18,687.00	1,687.00	56,126
Transportation operations	15,000	25,000	25,000	25,000	25,000	12,032	1,306	11,662
Textbooks	28,033	9,933	5,433	21,500	107,550	45,396	27	62,127
Library Books	15,694	8,200	11,700	12,750	11,625	3,112	0	8,513
Periodicals	6,000	10,800	12,100	12,150	16,250	12,038	0	4,212
Equipment under 5K	178,842	146,100	125,550	72,800	73,500	17,037	0	56,463
Computer software	264,360	257,398	323,918	339,174	406,914	283,181	47,254	76,479
Computer hardware	170,593	181,265	162,359	92,550	95,875	27,179	3,207	65,489
Total Supplies & Materials	1,569,846	1,530,133	1,606,583	1,882,175	2,063,656	753,583	165,894	1,144,179
Buildings Acquisition	0	0	25,000	25,000	0	0	0	0
Equipment	54,500	25,000	45,000	0	0	0	0	0
New Equipment over 5K	0	45,000	10,000	22,500	20,000	6,842	32	13,126
Replace of Equip over 5K	0	20,000	20,000	22,500	20,000	8,000	0	12,000
Total Capital Outlay	54,500	90,000	100,000	70,000	40,000	14,842	32	25,126
Regular Interest	500	0	0	0	0	0	0	0
Dues & Fees	175,180	159,726	148,076	122,303	117,843	63,635.00	0	54,208
Insurance & Judgments	265,588	306,221	350,000	395,000	463,000	458,554	0	4,446
Fidelity Bond Premiums	0	0	0	0	100	100	0	0
Judgments & Settlements	0	2,500	3,000	2,500	0	0	0	0
Taxes & Licenses	200	700	700	800	1,000	1,637	0	(637)
Grant Matching				0	192,000	0	0	192,000
Total Other Objects	441,468	469,147	501,776	520,603	773,943	523,926	0	250,017

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	12-07-23 YTD	12-07-23 Encumb	12-07-23 Balance
Transfer - Vocational House Fund	0	70,000	250,000	450,000	200,000	0	0	200,000
Transfer - Technology	0	80,000	100,000	100,000	100,000	0	0	100,000
Transfer - Classroom Furniture	0	10,000	35,000	35,000	60,000	0	0	60,000
Transfer - Textbook Adoption	400,000	200,000	350,000	550,000	350,000	0	0	350,000
Transfer - Capital Improvement		200,000	300,000	50,000	200,000	0	0	200,000
Transfer - Track and Turf Fund	10,000	0	0	0	0	0	0	0
Transfer - Athletic Fund	450,000	475,000	475,000	475,000	475,000	0	0	475,000
Transfer - Bus Replacement	150,000	225,000	225,000	225,000	225,000	0	0	225,000
Transfer - Unemploy Ins	25,000	250,000	0	0	0	0	0	0
PERS Reserve	0	450,000	300,000	154,000	154,000	0	0	154,000
Transfer - Food Service	100,000	120,000	224,446	225,000	200,000	0	0	200,000
Transfer - Music/Band Replacement	0	20,000	20,000	20,000	20,000	0	0	20,000
Transfer - Debt Service	50,000	0	0	0	200,000	0	0	200,000
Transfer - Academic Achievement	0	0	0	0	0	0	0	0
Total Transfers	1,185,000	2,100,000	2,279,446	2,284,000	2,184,000	0	0	2,184,000
Reserve/Contingency	1,750,000	2,000,000	3,000,000	3,000,000	5,977,944	0	0	5,977,944
Grand Total	46,727,940	48,256,864	50,298,816	51,785,998	55,913,142	13,166,625	27,271,989	15,474,528
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	19/20 Actual	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	12-07-23 YTD	12-07-23 Balance
General Fund - Revenue							
SSF Formula	42,038,081	43,560,057	44,440,549	45,499,998	49,402,642	26,919,657	22,482,985
SSF Adjustment		-				-	-
State Fiscal Stabilization Fund	-	-				-	-
Federal Ed Jobs	-	-				-	-
School Year SubAccount	-	-				-	-
Loan Receipts	-	-				-	-
Interest	320,317	250,000	150,000	250,000	500,000	197,106	302,894
Third Party Billing	-	-	-	-	-	-	-
TMR	212,376	210,000	210,000	210,000	210,000	-	210,000
JROTC	77,982	65,000	65,000	65,000	65,000	22,627	42,373
Other	325,816	387,500	368,266	580,500	335,500	100,597	234,903
Interfund Transfer	850,000	-				-	-
BFB	2,126,603	3,784,307	5,065,000	5,180,500	5,400,000	6,134,889	(734,889)
Total	45,951,175	48,256,864	50,298,816	51,785,998	55,913,142	33,374,875	22,538,267
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General Fund - Expenses							
Salaries	21,896,193	21,680,883	22,526,487	23,036,272	23,247,263	21,783,613	1,463,650
Benefits	14,481,355	15,086,873	14,597,973	15,115,726	15,553,189	13,602,370	1,950,819
P. Services	5,349,577	5,299,827	5,686,551	5,877,223	6,073,148	3,594,354	2,478,794
Supplies	1,569,846	1,530,133	1,606,583	1,882,175	2,063,656	919,477	1,144,179
Capital Outlay	54,500	90,000	100,000	70,000	40,000	14,874	25,126
Other Objects	441,468	469,147	501,776	520,603	773,943	523,926	250,017
Transfers	1,185,000	2,100,000	2,279,446	2,284,000	2,184,000	-	2,184,000
Contingency	1,750,000	2,000,000	3,000,000	3,000,000	5,977,944	-	5,977,944
Total	46,727,940	48,256,864	50,298,816	51,785,998	55,913,142	40,438,614	15,474,528
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