



Eagle Point School District 9
Regular Board of Director's Meeting
#Meeting_Date_long_weekday#, 6:30 PM
District Office Board Room
11 N. Royal Ave
Eagle Point, Oregon 97524

Agenda

1. Call to Order
2. Roll Call
3. Agenda Adoption
4. Pledge of Allegiance
5. Reports and Public Forum
 - A. Student Representative Report
 - B. Monthly School Report & Recognition - Eagle Point Middle School
 - C. Public Forum
 - D. Superintendent Report

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Superintendent Report
March 13, 2019

Student conferences are next week. This is Eagle Point School District's third year to hold spring student conferences before Spring Break. The decision to move the conferences was driven by what would be most beneficial to our students including conferences taking place prior to spring break and prior to the end of the 3rd quarter grading period so that students can take advantage of the week off/spring break to complete any missing work and be caught up and ready to begin the fourth quarter.

In many of our schools, especially secondary, student-led conferences are in place based on the following research:

- *Students assume greater control of their academic progress.
- * Students accept personal responsibility for their academic performance.
- * Parents, teachers, and students engage in open and honest dialogue.
- * Parents attend conferences at increased rates.
- * Students learn the process of self-evaluation.
- * Students develop organizational and oral communication skills.

In reflecting on the Superintendent's work for February, as well as tying this work to the research, Four Characteristics of Improved School Districts – **1. effective leadership 2. quality teaching and learning 3. support for system-wide improvement 4. clear and collaborative relationships** – highlights are:

- Business/Education Partnership meeting in EP Technology Center. (1,2,3,4)
- Butte Creek Mill Board of Directors meeting. (1,2)
- Participation in the Grad Coach video. (1,2,3,4)
- Logos Executive Director and Board Chairman join Cabinet. (1,2,3,4)
- Upper Rogue Chamber meeting. (1,4)
- Parent meetings regarding hardship transfer request. (1,2,3,4)
- Superintendent Association meeting at SOESD. (1,2,3,4)
- Letters of recommendation for students/employees. (1,2,3,4)
- Eagle Point Women's Club luncheon. (1,4)
- Districtwide tri-annual review. (1,2,3,4)
- Conference calls with local legislators during legislative session. (1,2,3,4)
- Budget planning and preparation. (1,2,3,4)
- Mentoring aspiring and practicing leaders. (1,2,3,4)
- Superintendent evaluation preparation and presentation to the Board. (1,2,3,4)
- Thursday site visitations to support teaching and learning. (1,2,3,4)
- Meetings with past and present school board members. (1,4)
- Leadership/team building development. (1,3,4)
- Administrative focus walk at SCS to support teaching and learning. (1,2,3,4)
- District office stand up meetings. (1,3,4)
- Snow day! (1)

Ongoing research shows that family engagement in schools improves student achievement, reduces absenteeism, and restores parents' confidence in their children's education. Students with involved parents or other caregivers earn higher grades and test scores, have better social skills, and show improved behavior. Dedicating five days per year to hold student/parent/teacher conferences is a clear commitment that EPSD9 recognizes the importance of partnering with parents to increase the success of our students. The high percentage of participants says these conferences are working.

- E. Employee's Association Representative Report
- F. District Administrator's Report
 - 1. Financial Report

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Eagle Point School District 9
Statement of Resources and Requirements
Fiscal Year Comparison - 2019 vs 2018

	Current Year:			Compared to Last Year:		
	Budget FY 2018-2019	Fiscal 2019 at 2/28/2019	% of Budget	Budget FY 2017-2018	Fiscal 2018 at 2/28/2018	% of Budget
General Fund Revenues						
State School Fund Formula						
State School Fund	28,818,000	21,830,058	75.8%	27,675,000	21,831,743	78.9%
Property Taxes	10,300,000	9,609,273	93.3%	9,775,000	9,100,202	93.1%
Common School Fund	416,000	-	0.0%	506,000	197,107	39.0%
Federal Forest Fees	-	-	0.0%	-	-	-
Interest on Investments	175,000	186,788	106.7%	90,000	102,827	114.3%
Admissions	60,000	30,963	51.6%	50,000	31,188	62.4%
Activity Fees	200,000	43,785	21.9%	235,000	46,024	19.6%
Concessions	15,000	9,469	-	-	11,925	0.0%
Fundraising	400,000	272,521	68.1%	400,000	243,507	60.9%
Other Local Sources	846,000	457,941	54.1%	375,000	141,984	37.9%
Fees Charged to Grants	65,000	64,948	99.9%	60,000	25,046	41.7%
Other Intermediate Sources	1,075,000	534,837	0.0%	925,000	-	-
Other State Sources	25,000	-	0.0%	25,000	2,600	10.4%
Other Federal Sources	15,000	190	1.3%	15,000	-	0.0%
Other Sources	1,650,000	1,555,408	-	-	-	-
Total Revenues	\$ 44,060,000	\$ 34,596,181	78.5%	\$ 40,131,000	\$ 31,734,153	79.1%
General Fund Expenses						
Salaries	21,349,919	11,044,640	51.7%	20,660,455	10,460,532	50.6%
Benefits	12,911,916	6,347,192	49.2%	12,385,836	6,091,200	49.2%
Purchased Services	5,829,900	3,807,634	65.3%	5,162,721	3,302,731	64.0%
Supplies & Materials	4,192,380	3,229,170	77.0%	2,268,374	1,547,649	68.2%
Capital Outlay	625,000	90,590	14.5%	360,000	286,035	79.5%
Other Objects	1,125,885	1,027,442	91.3%	1,068,614	965,574	90.4%
Transfers	25,000	18,053	72.2%	25,000	17,847	71.4%
Contingency	1,500,000	-	0.0%	1,500,000	-	0.0%
Total Expenses	\$ 47,560,000	\$ 25,564,721	53.8%	\$ 43,431,000	\$ 22,671,568	52.2%
Beginning Fund Balance	\$ 5,500,000	\$ 6,532,996	118.8%	\$ 4,300,000	\$ 4,827,895	112.3%
End of Fiscal Year Balance	\$ 2,000,000			\$ 1,000,000		

- 6. Board Action Items
 - A. Consent Agenda - The March 13, 2019 consent agenda includes the personnel action report
 - B. Unfinished Business - none
 - 1. Revisions to Board Policy JECB Admission of Nonresident Students and JECF Interdistrict Transfer of Resident Students 7

Eagle Point School District 9
Board of Directors

Date:	<u>3/13/19</u>	Presented By:	<u>Mrs. Rickert</u>
	Revisions to Board Policy JECB Admission of Nonresident Students and JECF Interdistrict Transfer of		
Subject:	<u>Resident Students</u>	Attachment(s)	<u>yes</u>

Information

BACKGROUND INFORMATION:

The open enrollment law sunsets on July 1, 2019. This means that the 2018-2019 school year was the last year for students to transfer under this law. Districts should not go through the open enrollment procedure in the spring of 2019 for enrollment in 2019-2020. Any student who has transferred via open enrollment before the sunset does not lose their open enrollment status and remain a resident student of the district they are currently enrolled.

Board Policy JECB-AR Admission of Nonresident Students and JECF-AR Interdistrict Transfer of Resident Students are administrative regulations do not require board approval. They are being provided for your information only.

RECOMMENDATION:

BOARD ACTION REQUIRED

Suggested Resolution: *“I move the Board approve Revisions to Board Policy JECB Admission of Nonresident Students and JECF Interdistrict Transfer of Resident Students as presented.”*

Eagle Point School District 9

Code: JECB
 Adopted: Adopted: 1/11/06
 Readopted: 02/08/12; 5/14/14; 1/14/15; 8/12/15
 Orig. Code(s): JECB

Admission of Nonresident Students

The district may enroll nonresident students as follows:

1. Interdistrict Transfer Agreement. By written consent of the affected school boards, the student becomes a resident student of the attending district thereby allowing the attending district to receive State School Fund moneys;
- ~~2. Open Enrollment. By written consent from the school board with which the student has made application for admission, the student becomes a resident student of the attending district thereby allowing the attending district to receive State School Fund moneys;~~
- ~~3.2.~~ Tuition Paying Student. By admitting nonresident student with tuition, whereby neither affected districts are eligible for State School Fund moneys;
- ~~4.3.~~ Court Placement. If a juvenile court determines it is in the student's best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. The Board may, based on district criteria, deny regular school or alternative education program admission to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.

Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student

Annually, by May 15, the Board shall establish the number of student transfer requests into the district, and out of the district, to which consent will be given for the upcoming school year.

The Board reserves the right to accept/reject nonresident students based upon the availability of space and resources. The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, ethnicity, national origins, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability, or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

The Board may ask for the student's name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (e.g., sibling in the district; change in legal

residence; completion of public charter school in the district), information about which schools the student prefers to attend, and whether the student is currently expelled.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; who previously received consent for admission because of a change in legal residence; or who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school, and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same or the following school year.

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent is given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

~~Consent by the Nonresident District Board for which the Student has applied for Admission (Open Enrollment)~~

~~Annually, by March 1, the Board shall establish the number of students to whom consent will be given for the upcoming school year. The Board may choose to limit consent based on school, grade or the combination of both. The Board may decide not to give consent to any person under this process.~~

~~Applications for consent shall be submitted to the district no later than April 1, for the following school year.~~

~~The Board may not deny consent, give priority nor request student information related to race, religion, sex, sexual orientation, ethnicity, national origin, disability, health, whether a student has an IEP or the terms of that IEP, income level, residence, proficiency in the English language, athletic ability, academic records or eligibility or participation in talented and gifted programs.~~

~~If the number of students seeking consent exceeds the number of students the Board has determined will be given consent, consent will be based on an equitable lottery selection process.~~

DRAFT REVISIONS-HIGHLY RECOMMENDED POLICY

~~The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.~~

~~By May 1, the district shall provide written notification of admission of a nonresident student into the district, to the district of the student's legal residence.~~

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)

[ORS 327.006](#)

[ORS 329.485](#)

[ORS 335.090](#)

[ORS 339.115 - 339.133](#)

[ORS 339.141](#)

[ORS 339.250](#)

[ORS 343.221](#)

[ORS 433.267](#)

Eagle Point School District 9

Code: JECB-AR
Revised/Reviewed: 02/08/12; 5/14/14; 1/14/15

Admission of Nonresident Students

Nonresident students may be admitted with tuition, with the exception of students who become “resident pupils” by one of the following methods:

1. By written consent of affected school boards (interdistrict transfer);
- ~~2. By written consent of the district board with which the student has made application for admission (open enrollment);~~
- 3.2. A foreign exchange student attending a district school on a J-1 Visa; or
- 4.3. A court order.

The amount of tuition will be established by July 1 of each year. Each admitted tuition paying student will be charged the same amount of tuition.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

Consent for Admission of a Nonresident Student by Interdistrict Transfer

1. The notice of intent must be submitted electronically to the superintendent’s office.
2. The parent/guardian must obtain a release from the student’s resident district. ~~superintendent’s office will forward the form to the student’s resident district to obtain written consent.~~ Upon receipt of approval/denial from the resident district, the parent/guardian will be notified.
3. School preference will be considered, however, placement in district schools will be determined by district administration based on class size and availability of programs.
4. Enrollment of nonresident student may be revoked if district standards for attendance and behavior are not maintained.

5. Students receiving consent for admission may remain in the district until graduation¹. The student will not need to seek permission more than once from the same district of origin, to transfer to this district.

Consent for Admission of a Tuition Paying Student

1. The application for admission must go through the principal's office, which will then submit the petition to the superintendent's office.
2. Admission and annual renewal must be approved by the superintendent.
3. Admission of students paying tuition will result in a mutual tuition agreement between the parties and will be filed with the business office for billing and payment control.
4. The business manager shall prepare semester bills for all tuition paying students, and any student whose tuition remains unpaid 15 days after presentation of bills shall be excluded; the superintendent may grant additional time for payment should circumstances warrant it.
5. Students receiving consent may remain in the district for the current school year.
6. Enrollment of tuitioned students may be revoked if district standards for attendance and behavior are not maintained.

~~Consent by the Nonresident District Board for which the Student has applied for Admission (Open Enrollment)~~

- ~~1. By March 1, the Board shall establish the number of students, if any, that will be given admission for the following school year under this process. Resident students will have first opportunity to request an intradistrict transfer prior to the placement of a nonresident student [to a specific school].~~
- ~~2. Nonresident students must make application no later than April 1, for admission in the following school year to the district they desire to attend. Applications must be submitted to the [district office].~~
- ~~3. If the number of applications exceeds the number of admissions to be given, an equitable lottery process will be used to determine admission. This lottery process may give priority to applicants who currently have siblings enrolled in the district. Priority cannot be given to a nonresident student over an intradistrict transfer request from a resident student. If the district determines that admission will not be given to any students under this process there is no district obligation to give admission to siblings.~~

¹ The receiving district determines the length of time granted for a student of an interdistrict transfer by mutual agreement. The length of time determined by the receiving district must be applied the same for all students receiving consent by mutual agreement. The bracketed language represents only examples the district may consider. The district may insert whatever length of time they decide.

DRAFT REVISIONS-ADMINISTRATIVE REGULATION

4. ~~Once the student has been given admission, the student is considered a resident for all educational programs and remains a resident of the district until the student:~~
 - a. ~~Graduates from high school;~~
 - b. ~~Is no longer required to be admitted to the school district under ORS 339.115; or~~
 - c. ~~Enrolls in a school in a different district.~~
- 5.7. ~~By May 1, the district shall provide written notification of admission of a nonresident student into the district, to the district of the student's legal residence.~~

Eagle Point School District 9

Code: JECF
 Adopted: 1/14/04
 Readopted: 7/11/12; 5/14/14; 3/09/16; 3/14/18

Interdistrict Transfer of Resident Students**

Interdistrict Transfer

A hardship transfer request out of Eagle Point School District may be permitted if there is no other district school to which the student may transfer and, at the reasonable discretion of the district, to protect the health safety or welfare in the best interest of the student.

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

Additionally, an interdistrict transfer of a resident student will be permitted, as appropriate, to meet the requirements to provide a safe public school choice in the Every Student Succeeds Act (ESSA).

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

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

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

Open Enrollment

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

Safe Public School Choice Transfer Requests

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

Homeless Student

A homeless student residing in the district and the student's parent, or in the case of an unaccompanied student, the district's liaison for homeless students, may request that the student attend their school of origin¹ located out-of-district. The request will be considered based on the best interest of the student. The student may continue in their school of origin for the duration of the student's homelessness. Transportation will² be provided in accordance with law.

The superintendent is directed to establish procedures for the review of any student request to attend school in another district. . ~~The district will comply with all state and federal laws.~~

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)
[ORS 327.006](#)
[ORS 329.485](#)
[ORS 332.107](#)

[ORS 335.090](#)
[ORS 339.115 - 339.133](#)
[ORS 339.141](#)
[ORS 339.250](#)

[ORS 343.221](#)
[ORS 433.267](#)
[OAR 581-021-0019](#)
[OAR 581-022-2220](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2012).
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2012).
Every Student Succeeds Act, 20 U.S.C. § 7912 (2012).

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

² McKinney-Vento Homeless Assistance Act (see 42 U.S.C. 11432(g)(1)(J)(iii)).

Eagle Point School District 9

Code: JECF-AR

Revised/Reviewed: 02/08/12; 5/14/14; 3/11/15; 3/09/16; 5/11/16; 6/08/16

Interdistrict Transfer of Resident Students

General Parent/Student Requests for Interdistrict Transfer (Requiring the consent of both districts)

The Board has established that through the agreement between districts' process, ORS 339.133(5)(a) and for students paying tuition, ORS 339.115(1) ~~Jackson County~~ Eagle Point School District 9 will not release students to attend a school in another district except under hardship status. All students who have been granted consent to attend school in another district prior to the 2016-17 school year are automatically granted consent to transfer out of the district. Students whose legal residence changes to our district during the school are automatically granted consent to complete the school year in the district/school they currently attend.

The following procedure will govern consideration of a request by a student who resides within district boundaries and who is requesting district approval for a transfer to attend school in another district:

1. A parent can request a hardship transfer to release of his/her student by electronically submitting the appropriate district form¹ ;
2. The superintendent or his/her designee shall review the request and render a decision within ten working days;
3. If the request is denied, the parent may, within five working days, request a meeting with the Superintendent to provide additional information relevant to the request.
4. If the superintendent does not grant approval and the parent deems it desirable to carry the hardship transfer request beyond the decision reached by the superintendent or his/her designee, he/she may, within five working days, request a review by the Board. The Board will review the request at its next regularly scheduled Board meeting;
5. A final decision will be made by the Board and will be communicated to the parent in writing within 10 calendar days following the Board meeting.
6. If the release is granted by mutual consent of the resident and nonresident districts, the receiving district will make necessary arrangements for the transfer of the student's education records;

~~Requests for Admission of a Nonresident Student (Open Enrollment—Requiring the consent of only the attending district)~~

~~A student who resides within district boundaries may make a request to attend school in another district that agrees to accept the student. The agreement will be by written consent of the attending district only whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Funding. The student who resides within the district must complete the application process in the district in which the student wishes to attend.~~

¹ If you do not have access to a computer there is one available in the District office at 11 N. Royal Ave., Eagle Point or at your neighborhood school.

Safe Public School Choice Transfer Requests

In the event a district school is identified by the Oregon Department of Education (ODE) as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends, and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district. Transfer approval will be in accordance with established Board policy and administrative regulation.

Record Keeping

A file of all interdistrict transfer requests will be maintained at the district office.

C. New Business

1. Hardship Transfer Appeal
2. Recommendation Regarding Renewal of Probationary Teachers and Administrators and for Extension of Contracts to Contract Teachers
3. Approval of Superintendent Evaluation
4. Renewal of Superintendent Contract Agreement 2019-2022

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**Employment Agreement
Between
Cynda Rickert
And
The Governing Board of
Eagle Point School District #9**

This Agreement, made and entered into this 134th day of March, 2018, between Eagle Point School District #9, hereinafter referred to as “the DISTRICT”, and Cynda Rickert, hereinafter referred to as “the SUPERINTENDENT”.

WITNESSETH:

WHEREAS, the DISTRICT is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational program of the DISTRICT under the general supervision of the DISTRICT’S School Board; and

WHEREAS, the DISTRICT and SUPERINTENDENT believe a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

NOW THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT hereby employs the SUPERINTENDENT as SUPERINTENDENT of Schools in and for said DISTRICT, and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions following:

1. **TERM.** This Employment Agreement shall begin July 1, 2019~~8~~, and continue through and terminate June 30, 2021~~4~~.
2. **SALARY.** The annual base salary will be \$ ~~146,398~~ 149,326 for the SUPERINTENDENT’S services under this agreement. Salary shall be paid in equal monthly installments as per the DISTRICT’S payroll calendar for 12 month employees.
3. **SUPERINTENDENT AND BOARD RESPONSIBILITY.** The SUPERINTENDENT shall be the chief executive officer of the DISTRICT. As such, the SUPERINTENDENT shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting that policy. The Board and the SUPERINTENDENT will work together to develop a written Group Agreement regarding roles and responsibilities.
4. **DUTIES.** As chief executive officer of the DISTRICT, the SUPERINTENDENT shall perform the duties of district superintendent as prescribed by the laws of the State of Oregon, Oregon Administrative Rules and Board policy.

The SUPERINTENDENT shall devote the SUPERINTENDENT’S full-time, skill, labor and attention to the operation of the DISTRICT.

The SUPERINTENDENT shall, within Board policy and subject to Board approval, have responsibility to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in the SUPERINTENDENT’S judgment best serves the DISTRICT.

The SUPERINTENDENT shall, subject to Board approval, have the responsibility for all personnel matters, including selection, assignment, transfer, and termination of classified, confidential, and supervisory personnel and recommendation for non-extension, renewal, non-renewal and termination of licensed personnel.

The SUPERINTENDENT shall:

- A. provide for periodic evaluation of all district employees as provided for by Oregon law and Board policy;
- B. establish and maintain an appropriate community relations program;
- C. maintain and improve her professional competence by subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations – the DISTRICT shall pay the reimbursement of costs if the costs have been approved by the Board and are within budgetary allocations for the SUPERINTENDENT’S professional development;
- D. have authority to accept the resignation of any licensed staff member, and to waive, on behalf of the Board, the 60-day notice provision of ORS 342.553;
- E. present, upon the request of the Board, the SUPERINTENDENT’S recommendation to the Board on subjects under consideration by Board prior to action taken on the subject by the Board;
- F. attend each meeting of the Board, unless excused by the Board Chairman;
- G. serve as an *ex officio* member of each committee established by the Board; and
- H. perform such other duties as may be specified and/or delegated by the Board.

During the term of this Agreement, SUPERINTENDENT may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expense, provided such activities do not interfere with SUPERINTENDENT’S normal duties, and further provided that such activities will not occur during normal school hours unless approved by the Board Chair.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through participation, as the SUPERINTENDENT might decide in light of the duties of the SUPERINTENDENT, in:
- A. the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations; and
 - B. seminars and courses offered by public or private educational institutions;
 - C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform her professional responsibilities for the DISTRICT.

6. **SUPERINTENDENT'S LICENSE.** The SUPERINTENDENT will maintain throughout the life of this Agreement a valid and appropriate license to act as SUPERINTENDENT of Schools as required by the State of Oregon. Should the SUPERINTENDENT fail to maintain such a license in good standing, the DISTRICT may terminate this Agreement, for cause, as provided in Section 13(B) of this Agreement.
7. **ANNUAL GOALS.** Annually and not later than ~~March-May~~ 1st of each year of this Agreement, the SUPERINTENDENT shall initiate a meeting with the Board to allow for consultation in the development of the SUPERINTENDENT'S general goals and specific objectives for the upcoming school year. The goals and objectives shall be established in writing and be among the criteria for evaluation of the SUPERINTENDENT
8. **EVALUATION.** By March 15th of each fiscal year, the Board and the SUPERINTENDENT shall meet in executive session or in open session if desired by both the SUPERINTENDENT and the Board for the purpose of evaluation of the performance of the SUPERINTENDENT and expressing recommendations and observations on how such performance may be improved. The SUPERINTENDENT shall be evaluated on job performance, the SUPERINTENDENT's progress towards professional goals set by the Board and the SUPERINTENDENT, and the DISTRICT's goals. The evaluation tool that will be used will be based on the research *The Four Characteristics of Improved School Districts*
9. **WORK YEAR/VACATION.** The SUPERINTENDENT shall be required to render 12 months of full and regular service to the DISTRICT during each annual period covered by this Agreement, except that the SUPERINTENDENT shall be entitled in each annual period covered by this Agreement to 20 vacation days in addition to the following holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving holidays, Christmas Day and the week following, New Year's Day, President's Day, Martin Luther King Jr. birthday and Memorial Day. Any time off taken during winter, spring or summer break periods, other than the specific holidays listed above, must be counted among the 20 days of vacation. Of these 20 vacation days up to 20 unused days can be accumulated and carried over into the next annual period. In the event that any such carryover days are not used within the next annual period, the SUPERINTENDENT will not be compensated for said accrued days. In the event of termination or expiration of this agreement, the SUPERINTENDENT shall be compensated for all unused accrued vacation days at the salary rate effective at the time of separation.
10. **LEAVE.**
- A. The SUPERINTENDENT shall receive 5 discretionary days annually that are not cumulative and 5 bereavement leave days annually that are not cumulative.
- B. The SUPERINTENDENT shall accumulate 12 sick leave days annually as provided by Oregon law.
11. **FRINGE BENEFITS.** The SUPERINTENDENT shall be entitled to participate in the following fringe benefits:
- A. *PERS:* The DISTRICT shall pay the employer's and the employee's contribution to the Public Employees Retirement System.
- B. *Professional Dues:* Professional/civic dues in full for COSA, AASA also ASCD and one civic organization.

- C. *Travel*: \$500 per month for in-DISTRICT related travel and expense. Mileage will be paid at the approved IRS rate for travel required to fulfill the duties of the SUPERINTENDENT for destinations outside of Jackson County.
- D. *Insurance*: The SUPERINTENDENT shall receive the same DISTRICT insurance contribution and health coverage plans for full family medical, dental and vision insurance as agreed upon for all DISTRICT administrators.
- E. *Tax Sheltered Annuity*: The District will contribute \$600 per month into the SUPERINTENDENT's TSA (403B) account. The SUPERINTENDENT may make additional contributions through salary deduction.
12. **EXPENSES.** The DISTRICT shall reimburse the SUPERINTENDENT according to DISTRICT policy for incidental expenses necessary for the operation of the DISTRICT.
13. **TERMINATION OF EMPLOYMENT CONTRACT.**
- A. *Termination by Mutual Agreement.* This Agreement may be terminated at any time and under any settlement provisions mutually agreed upon by both parties.
- B. *Termination for Cause.* The DISTRICT may terminate this contract for cause. Cause shall include unlawful conduct, moral turpitude detrimental to the operation of the School District, any of the grounds upon which a contract teacher may be dismissed under the then existing laws of the State of Oregon, breach of this contract, or the breach of the Standards for Competent and Ethical Performance of Oregon Educators promulgated by the Oregon Teacher Standards and Practices Commission. If the DISTRICT intends to terminate this Employment Agreement for cause, SUPERINTENDENT shall be entitled to a due process hearing before the Board prior to the effective date of such termination. Due process shall include a written notice of reasons, containing reasonable specificity, why the DISTRICT intends to terminate the contract, the right of the SUPERINTENDENT to appear before the Board, personally or in writing, in closed executive session or public hearing, at the option of the SUPERINTENDENT, together with legal counsel at SUPERINTENDENT'S own expense, in order to refute the specified reasons for termination, and the right to a prompt written decision following any such hearing setting forth the reasons for the decision of the Board.
- C. *Disability.* In the event of disability by illness or incapacity, the SUPERINTENDENT shall be entitled to exhaust unused vacation, personal business and accrued sick leave. If the SUPERINTENDENT remains unable to resume the normal discharge of her duties for a period of thirty (30) days beyond exhaustion of such leave, the DISTRICT may terminate this contract by serving written notice ten (10) days prior to the effective date. If a question or disagreement exists concerning the capacity of the SUPERINTENDENT to return to her duties, the DISTRICT may require the SUPERINTENDENT to submit to a medical examination, to be performed by a physician selected by the SUPERINTENDENT from three proposed by the DISTRICT. The physician shall limit his report to the issues of the SUPERINTENDENT'S ability or disability to discharge the duties of her position at the time of the examination and in the foreseeable future. This provision is subject to the Americans with Disabilities Act.
- D. *Termination by the SUPERINTENDENT.* If the SUPERINTENDENT desires to terminate, the SUPERINTENDENT shall give at least six (6) months prior written notice to the DISTRICT.

14. **RENEWAL OF EMPLOYMENT AGREEMENT.** This Agreement may not be extended beyond a term of three (3) years. This Agreement shall automatically expire at the end of its stated term. The Board will annually take action, with notification of its action to the Superintendent by March 15 of each year, to determine whether to issue a replacement contract for the following three-year period, or for any additional period beyond June 30, 2022+.
15. **RETIREMENT BENEFITS.** . Upon completion of employment through June 30, 2016, the SUPERINTENDENT has accrued 3 years of district provided insurance coverage under the terms of this agreement. This insurance coverage will be available for use until age 65, should the SUPERINTENDENT leave employment with the district.

In the event the SUPERINTENDENT continues employment as SUPERINTENDENT after June 30, 2016, the DISTRICT shall provide an additional monthly contribution into the SUPERINTENDENT'S TSA account. This additional monthly contribution will be equal to the DISTRICT'S insurance contribution referred to in section 11(D), and shall continue for the duration of the SUPERINTENDENT's employment with the DISTRICT.

16. **PROFESSIONAL LIABILITY.** The DISTRICT shall hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, and legal proceedings brought against the SUPERINTENDENT in the SUPERINTENDENT'S individual capacity or in the SUPERINTENDENT'S official capacity as agent and employee of the DISTRICT, provided the incident arose while the SUPERINTENDENT was acting within the scope of employment and the conduct was not grossly negligent, intentional or malicious. In no case will individual Board members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of the SUPERINTENDENT, conflict exists regarding legal defenses to a third-party claim against the SUPERINTENDENT and DISTRICT (i.e., pressing the defense of one party would tend to injure the other party), the SUPERINTENDENT may engage separate counsel, and the DISTRICT shall indemnify the SUPERINTENDENT for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. The DISTRICT shall not, however, be required to pay the costs of any legal proceeding in the event the DISTRICT and the SUPERINTENDENT have adverse interests in any litigation.

17. **CRITICISMS/COMPLAINTS.** The Board, individually and collectively, agrees that any criticism or complaint about an employee, including but not limited to the SUPERINTENDENT, or program of the DISTRICT that the Board is made aware of shall be promptly processed according to applicable Board policy.
18. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of Oregon.
19. **ATTORNEY FEES.** In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney's fees to be fixed by the trial court, if any appeal is taken from the decision, such further sum as may be fixed by the appellate court as reasonable

attorney's in the appellate court, together with the prevailing party's costs and disbursements incurred therein. Notwithstanding the foregoing, this section shall not apply to any suit or action relating or pertaining to termination under Section 132 of this Agreement.

20. **MODIFICATION.** This Agreement supersedes all prior Agreements, Addenda and understandings between the parties. The parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

IN WITNESS WHEREOF, the DISTRICT, pursuant to the authority of its Board of Directors, has caused two originals of this Agreement to be signed in the name of the DISTRICT by the Chair of the School Board and the SUPERINTENDENT.

Eagle Point School District #9
Eagle Point, Oregon

By _____
Chair, Board of Directors

Date

By _____
Superintendent of Schools

Date

Eagle Point School District 9

Board of Directors

Date: March 13, 2019 Presented By: Mr. Whitman
Subject: Purchasing Report Attachment(s): Yes

Information

BACKGROUND INFORMATION:

Pursuant to Board Policy DJ, all purchases over \$150,000 are to be presented to the Board for approval.

RECOMMENDATION:

Administration recommends that the Board approve the Purchasing Report as submitted.

BOARD ACTION REQUIRED:

Suggested resolution: "I move that the Board award the following purchases:

- **\$686,700 for Eagle Point High School Concession and Restroom project.**
- **\$1,268,390 for Table Rock Elementary Modular Classroom Project."**



Purchasing Report for March 13, 2019 School Board meeting

INFORMATION:

Pursuant to Board Policy DJ, all purchases over \$150,000 are to be presented to the Board for approval. The following expenditures are listed below for your review and approval:

Vendor	Amount	Process	Description
Vitus Construction	\$686,700	Public Bid	Build project at EPHS Stadium: Concession and Restroom Facility
Modern Building Systems	\$1,268,390	Permissive Use Cooperative Purchasing Agreement	Salem-Keizer School District Agreement #2017-730

Bid Information

Four bids were received by the District for the EPHS Concession - Restroom project:

Vendor	Bid
Vitus Construction	\$686,700
Outlier Construction	\$701,600
Adroit Construction	\$776,450
Pickett Mountain Construction	\$877,568

6. Revisions to Board Policy IKF Graduation Requirements and IKFA
Early Graduation

29

Eagle Point School District 9
Board of Directors

Date: 3/13/19 Presented By: Mr. Crowson
Subject: Revisions to Board Policy IKF
Graduation Requirements Attachment(s) yes

Information

BACKGROUND INFORMATION:

In an effort to clean up the language to Board Policy IKF and streamline our offerings as a district, we wanted to add 2 elements to our offerings

1. Honors Diploma will require the same credits as the Standard Eagle Point High School Diploma but encourage students to take advanced or more rigorous courses through their senior year.

To earn the Honors Diploma, a student must earn a cumulative grade point average of 3.5 or higher, and earn seven or more credits in courses identified as Advanced Placement, Honors, or in other courses where evidence of academic rigor exists. Requirements must be met by the end of 2nd semester of graduation year. The student must also meet the District guidelines for graduation, including the required 25 credits.

2. Oregon Standards Diploma is being added for URCEO students that do not have the luxury of 4 years of NEST. NEST allows for students to meet essential skills and construct an education plan for post high school career. Students would be held to 24 credits with the additional requirements listed below.

Additional Requirements:

- a. Demonstrate proficiency in the Essential Skills of Reading, Writing and Apply Mathematics;
- b. Develop an education plan and build an education profile;
- c. Demonstrate extended application through a collection of evidence;
- d. Participate in career-related learning experiences..

RECOMMENDATION:

BOARD ACTION REQUIRED

Suggested Resolution: *First reading, no action required at this time.*

<p>Eagle Point School District 9 Policy</p>
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Code: **IKF**

Adopted: 1/11/06

Readopted: 5/09/07; 9/10/08; 7/14/10;
5/11/11; 1/18/12; 4/09/14;
6/08/16; 10/12/16, 2/14/18;
9/12/18

Graduation Requirements**

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if he/she is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. A foster child¹;
2. Homeless;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; or
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program.

For any student identified above, the district shall accept any credits earned by the student in another district or public charter school, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that district or public charter school².

There are six types of diplomas and certificates a student may earn upon completion of high school. The requirements for each are listed below. All students must meet the following requirements to graduate from the Eagle Point School District:

1. **Eagle Point School District Honors Diploma** - To earn the Honors Diploma, a student must earn a cumulative grade point average of 3.5 or higher, and earn seven or more credits in courses identified as Advanced Placement, Honors, or in other courses where evidence of academic rigor exists. Requirements must be met by the end of 2nd semester of graduation year. The student must also meet the District guidelines for graduation, including the required 25 credits.

¹ As defined in ORS 30.297.

² For a diploma awarded on or after January 1, 2018.

2. **Eagle Point School District Standard Diploma** - A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 25 credits which include at least:
- a. Three credits of mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);
 - b. Four credits of English Language Arts (shall include the equivalent of one unit in written composition);
 - c. Three credits of science;
 - d. Three credits of social sciences (including history, civics, geography and economics (including personal finance));
 - e. One credit in health education;
 - f. One credit in physical education; and
 - g. Three credits in career and technical education, the arts or world language (units shall be earned in any one or a combination); and
 - h. One credit in NEST (.25 credit per year)

The district shall offer students credit options provided the method for obtaining such credits is described in the student’s personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

To receive a diploma or a modified diploma, in addition to credit requirements, as outlined in OAR 581-022-2000 and OAR 581-022-2010, respectively, a student must:

- a. Demonstrate proficiency in the Essential Skills of Reading, Writing and Apply Mathematics;
- b. Develop an education plan and build an education profile;
- c. Demonstrate extended application through a collection of evidence;
- d. Participate in career-related learning experiences.

Essential Skills

The district will allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skill of Apply Mathematics in a variety of settings, in the student’s language of origin for those ELL students who by the end of high school:

- a. Are on track to meet all other graduation requirements; and
- b. Are unable to demonstrate proficiency in the Essential Skills in English.

The district will allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics in a variety of settings, in the student’s language of origin for those ELL students who by the end of high school:

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

³ This criteria does not apply to students seeking a diploma in 2017-2018.

⁴The district will develop procedures to provide assessment options as described in the Essential Skills and Local Performance Assessment Manual, in the ELL student’s language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student’s language of origin are scored by a qualified rater.

3. Oregon Standard Diploma - A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least:

- a. Three credits of mathematics (Algebra 1 and higher)
- b. Four credits of English;
- c. Three credits of science;
- d. Three credits of social sciences;
- e. One credit in health education;
- f. One credit in physical education;
- g. Three credits in career and technical education, the arts or world language (units shall be earned in any one or a combination); and
- h. Six credits of elective classes.

Additional Requirements:

- a. Demonstrate proficiency in the Essential Skills of Reading, Writing and Apply Mathematics;
- b. Develop an education plan and build an education profile;
- c. Demonstrate extended application through a collection of evidence;
- d. Participate in career-related learning experiences.

4. Modified Diploma - A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic standards adopted by the State Board of Education for a diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below:

- a. Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
- b. Has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students, who while in grade nine through completion of high school, complete 24 credits which shall include:

- a. Three credits in English Language Arts;
- b. Two credits in mathematics;
- c. Two credits in science;
- d. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
- e. One credit in health education;
- f. One credit in physical education; and

⁴ [This paragraph is required if the district allows ELL students to demonstrate proficiency in Essential Skill of Apply Mathematics and other courses.]

- g. One credit in career technology, the arts or a world language/

In addition to credit requirements as outlined in OAR 581-022-2010, a student must:

- a. Develop an education plan and build an education profile;
- b. Demonstrate extended application through a collection of evidence.

A student must also demonstrate proficiency in the Essential Skills with reasonable modifications and accommodations.

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

- a. For a student on an individualized education program (IEP), any modifications to work samples must be consistent with the requirements established in the IEP. Modifications are changes to the achievement level, construct or measured outcome of an assessment. This means that IEP or school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard;
- b. For a student not on an IEP, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a Section 504 Plan may not receive a modified Smarter Balanced assessment.

A student's school team shall decide that a student should work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school.

A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working toward a modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

Beginning in grade five when a student is taking an alternate assessment, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma.

- 5. Extended Diploma** - An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a diploma while receiving modifications and accommodations. To be eligible for an extended diploma, a student must:

- a. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:
 - (1) Two credits of mathematics;
 - (2) Two credits of English;

- (3) Two credits of science;
- (4) Three credits of history, geography, economics or civics;
- (5) One credit of health;
- (6) One credit of physical education; and
- (7) One credit of the arts or a world language.

b. Have a documented history of:

- (1) An inability to maintain grade level achievement due to significant learning and instructional barriers; or
- (2) A medical condition that creates a barrier to achievement; and
- (3) Participating in an alternate assessment no later than grade six and lasting for two or more assessment cycles; or
- (4) A change in the student’s ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

Beginning in grade five when a student is taking an alternate assessment, or after a documented history to qualify for a modified diploma, an extended diploma or an alternative certificate has been established the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma and an alternative certificate.

- 6. Alternative Certificates** - Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma or an extended diploma if the students meet minimum credit requirements established by the district. Alternative certificates will be awarded based on individual student needs and achievement.

Other District Responsibilities

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The district will provide age-appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of the student’s parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either 4 years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years, the student’s parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who qualifies to receive or receives a modified diploma, an extended diploma or an alternative certificate shall have the option of participating in a high school graduation ceremony with the student’s class.

A student who receives an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that are required to be provided to students who are attending a public high school, as determined by the IEP team.

A student who has received a modified diploma shall continue to have access to individually designed instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or alternative certificate is contingent on the IEP team determining the student’s continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option. Students may opt-out of the Smarter Balanced or alternate Oregon Extended Assessment by completing the Oregon Department of Education’s Opt-out Form⁵ and submitting the form to the district.

The district will issue a high school diploma, upon request and pursuant to Oregon law (ORS 332.114), to a person or a representative of a deceased person who served in the U.S. Armed Forces⁶ and was discharged or released under honorable conditions.

⁶ The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
 - a. World War I;

The district shall establish conduct and discipline consequences for student-initiated test impropriety. “Student-initiated test impropriety” means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

ORS 329.045	ORS 339.505	OAR 581-022-2020
ORS 329.451	ORS 343.295	OAR 581-022-2025
ORS 329.479	OAR 581-022-1910	OAR 581-022-2030
ORS 332.107	OAR 581-022-2000	OAR 581-022-2115
ORS 332.114	OAR 581-022-2010	OAR 581-022-2120
ORS 339.115	OAR 581-022-2015	OAR 581-022-2505

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION (2017-18).

Essential Skills and Local Performance Assessment Manual, published by the OREGON DEPARTMENT OF EDUCATION (JANUARY 22, 2018).

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

Eagle Point School District 9
Board of Directors

Date: 3/13/19 Presented By: Mr. Crowson
Subject: Revisions to Board Policy IKFA
Early Graduation Attachment(s) yes

Information

BACKGROUND INFORMATION:

The final paragraph on the existing IKFA policy did not align with current or common practice in the State of Oregon. How it was read allowed for a student to leave high school early without a high school diploma. This practice would qualify a student as a drop out and the would not qualify as an early graduate. Removing this language would assist Eagle Point School District in following our mission and vision of Every Student, Every Class, Every Day.

RECOMMENDATION:

BOARD ACTION REQUIRED

Suggested Resolution: *First reading, no action required at this time.*

Eagle Point School District 9

Policy: IKFA
Adopted: 11/14/01
Revised/Reviewed: 9/10/08

Early Graduation**

A student who wishes to graduate from high school in less time than the ordinary grade 9-12 sequence may request permission to complete graduation requirements on an altered schedule. The student and his/her parents will consult with high school guidance personnel to develop a graduation plan. Their intention to accomplish this plan will be stated in writing to the superintendent.

A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years upon the student's request and if the student's parent or guardian consents, if required.

~~Students who have successfully completed the junior year with fewer than the required credits for graduation and are then accepted at accredited colleges may receive their high school diplomas if, at the completion of the first semester, they are in good scholastic standing at the college.~~

END OF POLICY

Legal Reference(s):

ORS 329.465

ORS 339.030

OAR 581-022-0102(18)

OAR 581-022-1130

OAR 581-022-1210

OAR 581-022-1350

HB 2606 (2007)

HB 2848 (2007)

Jackson County School District 9
Board of Directors

Date: 3/13/19 Presented By: Mrs. Lundberg
Subject: Revisions to Board Policy IIABB Use of
Feature Films/Videos Attachment(s): yes

Information

BACKGROUND INFORMATION:

Proposed revisions to Board Policy IIABB Use of Feature Films/Videos reflect the addition of films with a PG rating are allowed in grades K-3 with parental approval.

Mrs. Lundberg proposes approving these revisions at this time to allow for our special education classrooms in grades K-3 to attend field trips to the local theater, with parental permission, allowing the opportunity to use appropriate social skills in a real life setting.

RECOMMENDATION:

BOARD ACTION REQUIRED

Suggested Resolution: *"I move the Board approve revisions to Board Policy IIABB Use of Feature Films/Videos as presented."*

Jackson County
School District 9

Code: **IIABB**
Adopted: 11/14/01
Revised/Readopted: 2/11/04;
12/13/17

Use of Feature Films/Videos

The Board recognizes the showing of commercially produced and rated feature films and videos may have a legitimate purpose in a school’s educational program. However, since the content of these feature films customarily is designed for general audience viewing, the Board feels certain precautions should be taken to ensure the showing of a particular film is consistent with the educational values espoused by the district.

The Board desires that parents be actively involved in the education of their children and insists that instructors clearly communicate with parents about the use of feature films in the instructional program. Only films with a G and PG rating are allowed in grades K-3. The use of a PG film requires parental notification in all instances and parental permission for grades K-6 4–6. The use of PG-13 and R films requires parental notification and permission. If an excerpt of a PG-13 or R film is used and it contains no objectionable material, then only parental notification is required. Parents should have the opportunity to preview a film when practicably possible.

END OF POLICY

Legal Reference(s):
ORS 332.107

7. Future Board Meeting Agenda Items
 - A. Work Session
 1. Every July and January - Review Board Operating Agreements
 2. Monthly - 21st Century Learning Discussion
 3. Bond Vote Community Survey - Mrs. Lundberg & Ms. McIntire
 - B. Regular Meeting
 - C. Special Meeting
 1. Promise Scholarship Program - OSBA Training - With Districtwide Leadership Team
 2. Board Self Evaluation - Continued
8. Acknowledgements
9. Adjournment