Corvallis
SCHOOL DISTRICT

NOTICE

NOTICE IS HEREBY GIVEN of a meeting of the Corvallis School District Board of Directors.

Date & Time	Meeting Type	Location	Agenda
Monday, August 20, 2012 6:30 PM	Regular	District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333	See attached.

Accessibility: To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or kim.nelson@corvallis.k12.or.us at least 48 hours before the meeting.

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: https://www.youtube.com/channel/UC9Jtpte5dmilZl9kySBJbVQ?
A recording of the meeting will also be posted to that channel.

POSTED: Corvallis School District Administration Building
Hans Boyle, Education Editor, Gazette Times (Via Email)

For more information, please contact Kim Nelson at 541-757-5841 or at kimberly.nelson@corvallis.k12.or.us

Corvallis
SCHOOL DISTRICT

Monday, August 20, 2012
6:30 PM

AGENDA
Regular Meeting of the
BOARD OF DIRECTORS
Corvallis School District 509J

Meeting Details: Monday, August 20, 2012, 6:30 PM in the District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333.

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ? A recording of the meeting will also be posted to that channel.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. COMMITTEE/BOARD MEMBER ITEMS

IV. SUPERINTENDENT'S REPORT

- IV.A. New Business Director Steve Nielsen
- IV.B. Leadership Team Retreat

V. SPECIAL REPORTS

- V.A. Back to School Rally

Welcome Back Rally
August 29th
8 – 10:30 Agenda

Time	What	Where
7:30 a.m.– 8:00 a.m.	Social and Refreshments	Whiteside Theater
8:00 a.m. – 8:10 a.m.	National Anthem – Choir	
8:10 a.m.– 8:15 a.m.	Welcome from Board Chair –Anne Schuster	
8:15 a.m.– 8:30 a.m.	Mario Pastega Tribute	
8:30 a.m.– 9:30 a.m.	Golden Apple Awards	
9:30 a.m.-9:45 a.m.	Union Presidents Welcome	
9:45 a.m.– 10:00 a.m.	PreK-12 Students Message	
10:00 a.m.-10:15 a.m.	Welcome from Dr. Prince	
10:30 – 11:00	Break and Travel Time	
11:00 – 12:00	Breakout Session 1 – Topics: 1: CV 2: LPMS 3: CMS 4: CHS 5: Garfield 6: Lincoln 7: College Hill 8: Franklin 9: Adams 10: Jefferson 11: Hoover 12:Wilson 13:Mt View	Locations: 1: Majestic – Auditorium 2: Majestic – Community Rm 3: Majestic – Lobby 4: Whiteside 5: Downtown Fire Station 6: Madison Ave Meeting Rm 7: Downward Dog 8: Cloud and Kelly's 9: TBD 10: TBD 11: TBD 12: TBD 13: TBD
12:00 – 1:30	Lunch	On your own… downtown restaurants are expecting you!
1:45 – 2:45	Breakout Session 2 (20-25 options)	Session venues at various downtown businesses
3:00 – 4:00	Breakout Session 3 (20-25 options)	Session venues at various downtown businesses

Corvallis
SCHOOL DISTRICT

V.B. Professional Development

CORVALLIS school district 509J

(Name of School) School Improvement Action Plan

School-wide Problem-of-Practice: *(Abbreviated Data Analysis Narrative)*				
Theories-of-Action: *(Hypothesis—IF/THEN—Statements from Inquiry Process)*				
SMART Goal Statement # _____				
Leadership Implementation Strategies *(insert your 1-3 measurable leadership strategies)* ***IF** I….*	**Results Indicators** *(a measurable, percent, increase in student learning results)* ***THEN** I expect to see …*	**Primary Leadership** *(Designate the teacher and leader responsible)*	**Desired Benefits** *(Create descriptors of proficient teacher/leader practices to look for. Use language from rubrics here.)*	**Sources of Data to Monitor** *(Insert what student/adult data you will monitor)*
What are some things you anticipate you will need to do to ensure success? *(Identify professional development expectations, effect and cause data collection frequency and practices, resources, etc.)*				

© 2010 by The Leadership and Learning Center

CORVALLIS school district 509J

(School Name) Professional Development Plan

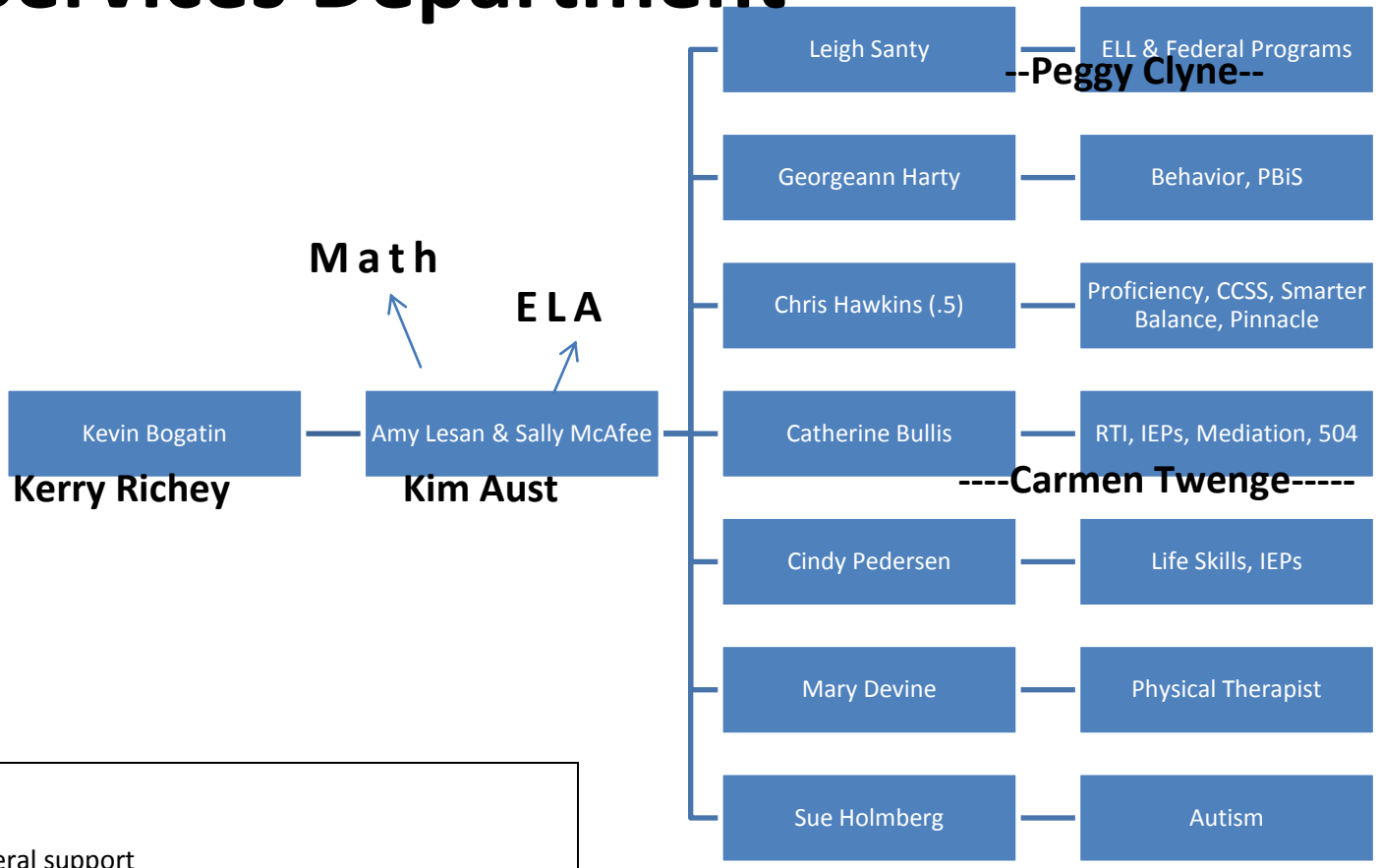
Professional Development Goal:					
Knowledge: *(What new knowledge will result from the professional development effort that addresses this goal)*					
Skills: *(What new skills will result from the professional development effort that addresses this goal)*					
Research from professional development approach was formulated:					
Professional Development Implementation Strategies ***IF*** *I….*	**Results Indicators** *(a measurable, percent, increase in adult/student learning results with descriptors of proficient teachers/leader practices to look for. Use language from rubrics. Insert what student/adult data you will monitor.)* ***THEN*** *I expect to see …*	**Primary Leadership** *(Designate the teacher and leader responsible)*	**Intended Audience** *(Stakeholders)*	**Timeline** *(Include completion date)*	**Resources** *(people, materials, time)*

© 2010 by The Leadership and Learning Center

Corvallis
SCHOOL DISTRICT

V.C. Student Services Restructure

Student Services Department



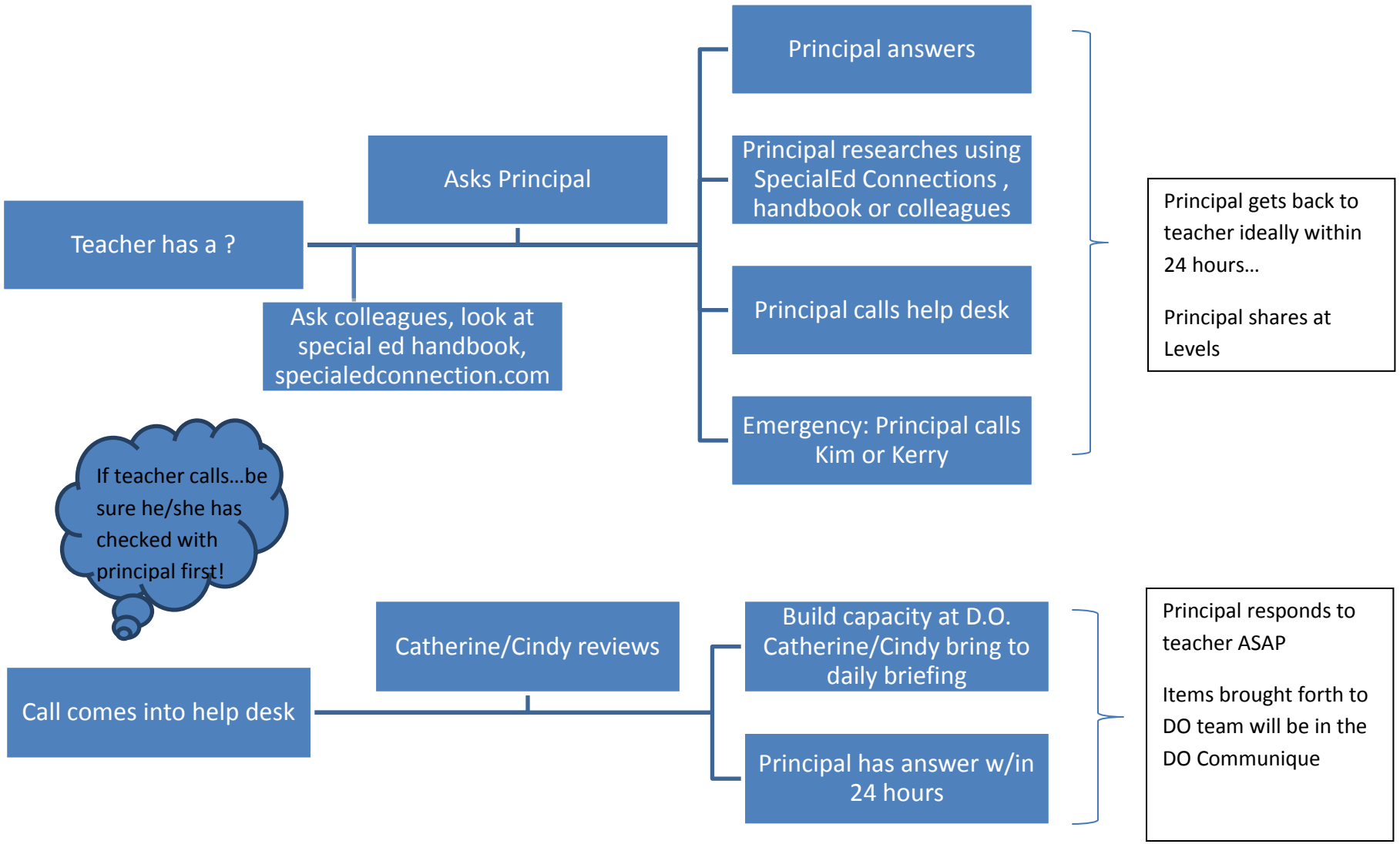
Additional Key Support Staff:

- Cindy Dagesse – General support
- Laurie Corliss– Assessment, Data, Pinnacle Support, Smarter Balance
- Kate Olson– TieNet, ODE compliance, ODE Reports
- Julie Wilborn – SWIS, Behavior Support
- Jodie Wyatt – District Autism EA

Other:

- Intervention Specialists (formerly Lit Coaches)
- Speech Pathologists
- School Nurses
- ESD Personnel
- TAG
- Special Ed Teachers

Special Education Questions….Where to go?



Corvallis
SCHOOL DISTRICT

VI. PUBLIC TESTIMONY

VII. STAFF TESTIMONY

VIII. CONSOLIDATED ACTION

VIII.A. Minutes

VIII.A.1. June 18, 2012

MINUTES
Regular Meeting of the
B O A R D O F D I R E C T O R S
Corvallis School District 509J

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:35 p.m. in the Board Room of the Central Administration Building, 1555 SW 35th Street, Corvallis, OR 97333. The secretary recorded those present as listed below.

BOARD MEMBERS PRESENT	EXECUTIVE STAFF PRESENT
Anne Schuster, Chair	Dr. Erin Prince, Superintendent
Blake Rodman, Vice Chair	Kevin Bogatin, Assistant Superintendent
Judy Ball	Jennifer Duvall, Human Resources Director
Lisa Corrigan	Julie Catala, Board Secretary
Matt Donohue	
Chris Rochester	
Tom Sauret	

A quorum was present and due notice had been published.

II. PLEDGE OF ALLEGIANCE

Chair Schuster led the group in the Pledge of Allegiance. She announced a change to the May 7, 2012 minutes as proposed by Director Rochester regarding his comments under Committee/Board Member Items. Director Ball asked that the word "plan" be changed to "recommendation" in the May 21, 2012 minutes, under the discussion about the Achievement Compact. When the vote is taken on the Consolidated Action agenda, the changes will be incorporated.

III. APPROVE CONTRACT WITH CEA (Corvallis Education Association)

(Filed as Supplemental Item #I-11 in the Official 2011-12 Board Minutes.) Dr. Prince expressed deep appreciation for the sacrifice CEA members are making during these very difficult financial times.

MOTION #23:
It was moved by Director Donohue and seconded by Director Sauret to approve the contract with CEA. **The motion was voted on and passed unanimously.**

Unadopted

IV. APPROVE CONTRACT WITH OSEA (Oregon School Employees Association)

(Filed as Supplemental Item #I-12 in the Official 2011-12 Board Minutes.) Dr. Prince expressed deep appreciation for the sacrifice OSEA members are making during these very difficult financial times.

MOTION #24:
It was moved by Director Donohue and seconded by Director Ball to approve the contract with OSEA. **The motion was voted on and passed unanimously.**

V. NON-REPRESENTED EMPLOYEE SALARY AND BENEFITS

(Filed as Supplemental Item #I-13 in the Official 2011-12 Board Minutes.) Dr. Prince expressed deep appreciation for the sacrifice non-represented employees are making during these very difficult financial times.

MOTION #25:
It was moved by Director Rodman and seconded by Director Donohue to approve the Non-Represented Employee Salary and Benefit Agreement. **The motion was voted on and passed unanimously.**

VI. PUBLIC HEARING FOR PUBLIC TESTIMONY ON THE 2012-13 BUDGET

Chair Schuster opened the public hearing and announced that its purpose is to take comments on the approved budget for Fiscal Year 2012-13. No one offered testimony; Chair Schuster closed the public hearing.

VII. BUDGET ACTIONS – 2012-13 BUDGET

The approved budget was based on all employees having four furlough days during FY2012-13; however, the unions ratified and the Board approved contracts containing three furlough days for all employee groups (CEA, OSEA and non-represented). A resolution is needed to change the budget approved by the budget committee to reduce the number of furlough days from four to three, which will increase expenditures by $168,546 to the General Fund, and increase the General Fund beginning fund balance by the same amount, to be funded by the additional State School Fund grant received in May 2012 for FY2010-12. The board may increase expenditures by up to 10% of the approved budget (ORS 294.435(2) and may therefore approve a resolution to increase the General Fund budget by this amount. The appropriations for other funds are not being increased due to the relatively small increases (less than $10,000 for any other fund) that can be adjusted within the approved appropriations.

Unadopted

A. Motions to Revise Approved 2012-13 Budget

MOTION #26:
It was moved by Director Donohue and seconded by Director Corrigan to add back the cost of one furlough day to the General Fund as follows: I move to increase within the General Fund Instruction (1000 Function) by $122,284 and Support Services (2000 Function) by $46,262, and to increase the beginning fund balance by $168,546 for the purpose of reducing the number of furlough days to 3 days for all employee groups. **The motion was voted on and passed unanimously.**

B. Resolution No. 12-0601 To Adopt the Budget and Make Appropriations

(Filed as Supplemental Item #III-3 in the Official 2011-12 Board Minutes.)

MOTION #27:
It was moved by Director Donohue and seconded by Director Sauret to approve Resolution No. 12-0601 to Adopt the Budget and Make Appropriations based on three furlough days as follows: I move that the Corvallis School District budget for 2012-13 in the amount of $103,538,179 be adopted, and that $100,422,469 for the fiscal year beginning July 1, 2012, be appropriated for the purposes set forth in Resolution No. 12-0601. **The motion was voted on and passed unanimously.**

C. Resolution No. 12-0602 To Levy and Categorize Ad Valorem Taxes

(Filed as Supplemental Item #III-4 in the Official 2011-12 Board Minutes.)

MOTION #28:
It was moved by Director Corrigan and seconded by Director Donohue to approve Resolution No. 12-0602 to levy and categorize ad valorem taxes: I move that the Corvallis School District impose taxes provided for in the 2012-13 budget in accordance with Resolution No. 12-0602 as follows: Taxes at the permanent tax rate of $4.4614 per $1,000 of assessed value in support of General Fund operations and categorized under the Education Limitation; and Local Option Levy taxes at the tax rate of $1.50 per $1,000 of assessed value in support of General Fund operations and categorized under the Education Limitation; and Taxes in the amount of $8,726,500 for the purpose of retiring bonded debt owed by the school district and categorized as "Excluded from the Education Limitation." **The motion was voted on and passed unanimously.**

Unadopted

VIII. COMMITTEE/BOARD MEMBER ITEMS

- Director Corrigan commented on: CHS's and College Hill's graduation ceremonies; the Early Bird and CV/CHS Orchestra performance; and Garfield's International Night.
- Director Corrigan noted her role as liaison to the Corvallis Public Schools Foundation Board of Directors, saying that June marks the end of the first year with a new Executive Director and a new accounting specialist. She said new board members are joining the Foundation Board. She reported on the success of this year's Spring For Kids Run, noting some of the grants that it funded. She said the Foundation's fundraising was successful this year with only a 2% decline over last year.
- Director Sauret commented on: CV's and College Hill's graduation ceremonies; Jefferson's Literacy Celebration; Hoover's Talent Show; Hoover's International Night; and Cheldelin's band concert.
- Director Ball commented on: CHS's and College Hill's graduation ceremonies; and the June meeting of the OEIB.
- Director Rodman commented on CHS's choir performance.
- Director Donohue commented on: CV's graduation; the OSBA listening session; and Lincoln's carnival and fundraising fun run.
- Director Rochester commented on: College Hill's graduation ceremony; and the high quality of the District's orchestra, band and choir programs.
- Chair Schuster commented on: the OSBA listening session; the OSBA Board of Directors; a tribute to the late Mario Pastega.

IX. ELECTION OF OFFICERS FOR 2012-13

MOTION #29:
It was moved by Vice Chair Rodman and seconded by Director Corrigan to nominate Anne Schuster as Board Chair for 2012-13. **The motion was voted on and passed unanimously.**

MOTION #30:
It was moved by Director Corrigan and seconded by Director Donohue to nominate Tom Sauret as Board Vice Chair for 2012-13. **The motion was voted on and passed unanimously.**

Unadopted

X. SUPERINTENDENT'S REPORT

Dr. Prince shared information about: United Way fundraising campaign; high school graduations; job shadow of an educational assistant; dual immersion kindergarten enrollment; performing arts accomplishments; achievement compact; CLASS Grant; and gratitude for the community, staff, students, and school board who made her first year as superintendent exciting and memorable.

XI. PUBLIC TESTIMONY

No testimony was offered.

XII. STAFF TESTIMONY

No testimony was offered.

XIII. SUPERINTENDENT'S CONTRACT AND EVALUATION

Chair Schuster read from the Board's evaluation of Superintendent Erin Prince, which had been compiled using input from all Board members.

MOTION #31:
It was moved by Director Donohue and seconded by Director Corrigan to approve the contract with Superintendent Erin Prince.

Director Rochester suggested that implementation of the longevity incentive, with which he completely agrees in principal, be postponed for one year because the District's employee groups have consented to major concessions that are a standstill in compensation and benefits; delaying Dr. Prince's longevity incentive would be mostly symbolic. He added that if the Board is agreeable, the year could be recaptured at a later date if funding is allowable.

Director Ball expressed agreement with Director Rochester's sentiments, adding that when both associations have accepted cuts to help the District, any kind of increase in benefit to executive contracts has to be looked at under a different lens than it would under other circumstances. She further suggested not approving the increase in vacation days because adding any kind of benefit at this time sends the wrong message. Director Ball pointed out, however, that Dr. Prince was the first person to step up and say she would take four furlough days, no COLA, and no increase in salary, which was a mark of stellar leadership.

Director Donohue referred to the longevity incentive, noting District precedent; it provides something in the future for service that's accrued over time. He added that there would be no cost in this year or next year. He noted that, given the cost and time it takes to recruit and get up and running a new superintendent, this incentive is something the Board can do now that

Unadopted

encourages Dr. Prince to stay in the District. Director Donohue said he would support the vacation days as proposed by Dr. Prince, adding that it's a bit of an increase in days but the cash out will save the District in the long run.

Director Corrigan said she completely agrees with Director Donohue's sentiments, adding that she can completely support the contract proposed by Dr. Prince, especially after having gone through the superintendent search process and knowing what a find Dr. Prince is. Director Corrigan added that Dr. Prince has already shown by example the concessions she is willing to make.

Director Sauret clarified that Dr. Prince's 2010-11 contract provided for a 20-day cash out of vacation at the end of employment; her proposed contract allows annual cash out of 10 days. Director Sauret referred to the increase of five days of vacation proposed by Dr. Prince, adding that his understanding is that other local superintendents receive that same amount of vacation. He commented that he would want to do anything to retain Dr. Prince's services, adding that the District is lucky to have her.

Motion #31 was voted on and passed 6-1, with Director Ball voting in opposition.

XIV. CONSOLIDATED ACTION

MOTION #32:
It was moved by Director Donohue and seconded by Director Corrigan to approve the consolidated action agenda with the exception of Achievement Compact, Employment Contract – Assistant Superintendent, and Employment Contract – Human Resources Director. **The motion was voted on and passed unanimously.**

The following items were approved:

A. Minutes
- April 30, 2012 Budget Committee
- May 7, 2012 Board Minutes
- May 14, 2012 Budget Committee Minutes
- May 21, 2012 Special Meeting Minutes

B. Licensed Personnel Recommendations

Recommendation to Hire
- David Abrams: Fourth Grade Teacher, 1.0 FTE, Adams Elementary School; effective August 29, 2012 (Temporary).
- Dan Bowdoin: Math Teacher, 1.0 FTE, Linus Pauling Middle School; effective August 29, 2012 (Probationary).
- Joanne Bryan: Speech Language Pathologist, 0.50 FTE, District Office; effective August 29, 2012

Unadopted

(Probationary).
- Robbie Faith: Fifth Grade Teacher, 1.0 FTE, Mountain View Elementary School; effective August 29, 2012 (Probationary).
- Shayna Hicks: Literacy Coach/Reading Specialist, 0.50 FTE, Mountain View Elementary School; effective August 29, 2012 (Probationary).
- Samantha Keim: Third/Fourth Grade Teacher, 1.0 FTE, Lincoln Elementary School; effective August 29, 2012 (Temporary).
- Suzanne McFarland-Price: Spanish Teacher, 1.0 FTE, Linus Pauling Middle School; effective August 29, 2012 (Probationary).
- Irene Osterman-Sussman: Kindergarten Teacher, 0.50 FTE, Adams Elementary School; effective August 29, 2012 (Temporary).
- Jennifer Verdries: First Grade Teacher, 1.0 FTE, Hoover Elementary School; effective August 29, 2012 (Probationary).
- Marcia Brown: Speech Language Pathologist, 0.50 FTE, District Office; effective August 29, 2012 (Probationary).
- Robyn Chapman: Music and Elective Teacher, 0.30 FTE, Franklin School; effective August 29, 2012 (Temporary).
- Ana Crovetto: Bilingual Elementary Teacher, 1.0 FTE, Garfield Elementary School; effective August 29, 2012 (Probationary).
- Jayce Giddens: Digital Photography Teacher, 0.50 FTE, Corvallis High School; effective August 29, 2012 (Probationary).
- Samantha Keim: Third/Fourth Grade Teacher, 1.0 FTE, Lincoln Elementary School; effective August 29, 2012 (Temporary).
- Sidney Rosen: First Grade Teacher, 1.0 FTE, Lincoln Elementary School; effective August 29, 2012 (Probationary).
- Lauren Sanders: Elementary Bilingual Teacher, 0.50 FTE, Garfield Elementary School; effective August 29, 2012 (Probationary).
- Rachael Sanders: Art Teacher, 0.40 FTE, Franklin School; effective August 29, 2012 (Temporary).
- Julie Serna: Family and Consumer Sciences Teacher, 0.50 FTE, Crescent Valley High School; effective August 29, 2012 (Probationary).
- RoxiAnn Wolfe: Third Grade Dual Immersion Teacher, 1.0 FTE, Lincoln Elementary School; effective August 29, 2012 (Probationary).
- Kathryn Zimbrick: TOSA – Career Education Specialist, 0.67 FTE, Crescent Valley High School; effective August 29, 2012 (Probationary).

Termination/Resignation/Layoff
- Helen Dembinski: Language Arts Teacher, 0.50 FTE, Corvallis High School; effective June 30, 2012 (Resignation).
- Annie Baker: Elementary Teacher, 0.50 FTE, Jefferson Elementary School; effective June 30, 2012 (Resignation).

Request for Leave
- Zachary Lauritzen: Social Studies Teacher, 0.75 FTE, Crescent Valley High School; requesting 0.75 FTE leave for 2012-2013 school year.
- Pamela Toman: Middle School Science Teacher, 0.50 FTE, Linus Pauling Middle School; requesting 0.50 FTE leave for 2012-2013 school year.

C. Board Policies. The Board approved the following policies. (All are filed as Supplemental Item #XII-5 in the Official 2011-12 Board Minutes.)
- Board Policy EBBA—First Aid—New—Second Reading
- Board Policy EBCB—Emergency Drills—Revised—Second Reading
- Board Policy—EEAC—School Bus Safety Program—Revised—Second Reading

Unadopted

- Board Policy—IGAI—Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education—Revision—Second Reading
- Board Policy IGBC—Title I/Parental Involvement—Revision—Second Reading

D. Paid Lunch Equity: School Year 2012-2013 (Filed as Supplemental Item #X-13 in the Official 2011-12 Board Minutes.)

E. Custodial Supplies Contract Award (Filed as Supplemental Item #I-14 in the Official 2011-12 Board Minutes.)

F. Resolution No. 12-0603 - Designation of District Officers, Clerks, Agents, and Depositories of Funds (FY2012-13 Organizational Resolution) (Filed as Supplemental Item #III-5 in the Official 2011-12 Board Minutes.)

G. Science Textbook Adoption (Franklin and CHS) (Filed as Supplemental Item #IV-10 in the Official 2011-12 Board Minutes.)

H. Social Science Textbook Adoption (Crescent Valley High School) (Filed as Supplemental Item #IV-11 in the Official 2011-12 Board Minutes.)

I. CVHS Roof Replacement Contract Award (Filed as Supplemental Item #I-15 in the Official 2011-12 Board Minutes.)

J. Renewal of Property/Liability Insurance for 2012-13 (Filed as Supplemental Item #X-14 in the Official 2011-12 Board Minutes.)

K. Renewal of Workers Compensation Insurance for 2012-13 (Filed as Supplemental Item #X-15 in the Official 2011-12 Board Minutes.)

L. Achievement Compact

(Filed as Supplemental Item #IV-12 in the Official 2011-12 Board Minutes.)

Held for Discussion: Director Ball referred to the targets in the Achievement Compact, opining that the OEIB was expecting districts to use the data they had on hand, not two year old data. She expressed her belief that the relevant data are in control of the district. She said she is uncomfortable submitting the Achievement Compact to the state due to the data the targets are based on and the methodology being used.

Director Donohue disagreed with Director Ball's assertions, noting that discussion at the recent OSBA listening session revealed that most districts will spend this year gathering data. He said that the OEIB is asking districts to develop an achievement compact at a point in time when they cannot: at the end of the year. He noted that the District doesn't have an opportunity to tie this back to the budget; we need to get started integrating these overall achievement goals with our Continuous Improvement Plan, our budget and our goals. He remarked that many districts are telling the OEIB that this is a "status quo year"; Corvallis is not. He opined that future targets

Unadopted

will be more accurate because we will have the data and the process that we don't have this year. He said he felt the achievement compact on the table was a reasonable response to the spirit of the program, the current situation, and the time of the year we're being asked to do this work.

Assistant Superintendent Kevin Bogatin clarified that the 3rd grade scores window closed on May 18 and that data is then submitted to the state. He added that the District must wait for the State to verify and vet the data through their own process; we won't receive the score report from the State until August.

Director Ball said she is shocked that the District doesn't have a data system that would allow us to figure out what proportion of our 3rd graders passed OAKS.

Director Donohue noted that the State would still want to compare our data with their own numbers. He cautioned against a process where we would apply a different metric using data that may or may not be consistent with the State's metric. He opined that the State may not interpret the data the same way we do; in the end, it's the State's interpretation that determines whether or not we have met our achievement compact. He remarked that he would rather use the State's numbers.

Elementary Curriculum Coordinator Amy Lesan clarified that there are a lot of opportunities for data entry errors in our systems in terms of categories, etc. She noted that staff spends hours throughout the summer on data verification before saying "this is a true and accurate picture."

Mr. Bogatin added that another example would be our current graduation rate. We have students who are one credit short but still fall within a four-year graduation cohort; however, they don't count until they have actually completed the final credit.

Director Ball said she has spent weeks listening to the OEIB's expectations for this first year; there has been the expectation that targets set in June and submitted to the State might be revised in the fall when confirmed data became available. She added that the State has expected all along that districts will use their own data resources to establish their targets; Corvallis School district hasn't done that and perhaps cannot. She opined that the District's achievement compact won't be acceptable to the OEIB, and pointed out that the Chief Education Officer can reject it.

Dr. Prince referenced a "white paper" that she had provided to Board members at the outset of the meeting, noting that many entities are seeking feedback from superintendents. (Filed as Supplemental Item #IV-13 in the Official 2011-12 Board Minutes.) She said it would be irresponsible for her to submit targets on the data that we have at this time when we could have meaningful discussion with our Leadership Team in the fall after obtaining confirmed data. She disagreed with the assertion that the State would reject the District's submission.

MOTION #33:
It was moved by Director Donohue and seconded by Vice Chair Rodman to adopt the K-12/ESD Achievement Compact for Corvallis School District as submitted by Dr. Prince.

Unadopted

Director Ball expressed concern in relation to the law that states that the Board would discuss the targets before submitting the Achievement Compact.

Director Sauret remarked that he doesn't have a problem approving the Achievement Contract as presented by Dr. Prince; the document shows targets that are moving forward, not status quo, and there's an understanding that the targets will be revised as appropriate.

Director Rochester said he looks forward to having a thorough discussion when we have definitive data. He added that he doesn't have a problem submitting this provisional report at this time; however, he would have a major problem if we somehow never got around to having a thorough and candid discussion about the goals and how we're moving to achieve them.

Motion #33 was voted on and passed 6-1, with Director Ball voting in opposition.

Q. Intergovernmental Agreement with the City of Corvallis for Easements for the Corvallis to Albany Trail Project (Filed as Supplemental Item #I-16 in the Official 2011-12 Board Minutes.)

R. Employment Contract – Assistant Superintendent

Held for Discussion: Director Ball asked that this item be held for discussion.

MOTION #34:
It was moved by Vice Chair Rodman and seconded by Director Donohue to approve both the Assistant Superintendent and the Human Resources Director contracts.

Director Ball said there's no question that Mr. Bogatin and Ms. Duvall do extraordinary service for the district; however, she feels that it would send the wrong message to add a TSA to their contracts.

Dr. Prince said the TSA was her idea; neither Mr. Bogatin nor Ms. Duvall would ever have requested it for themselves. Dr. Prince said she feels strongly about offering the TSA as a gesture for the increased workload these employees are assuming due to the loss of key positions within the district. She clarified that Mr. Bogatin and Ms. Duvall are taking one furlough day more than the rest of the staff; even with the TSA, it is the second rollback in a row for these two employees.

Vice Chair Rodman indicated support for the TSA, as did Director Corrigan.

Director Donohue said the contracts for Mr. Bogatin and Ms. Duvall are a net reduction in compensation, even with the TSA.

Director Rochester said that if he were consistent with his request to postpone the superintendent's longevity clause, he would ask for a delay in implementing this extremely

Unadopted

modest request for a TSA; however, he won't do that. He said he does make a distinction between a person who has supreme, overarching authority; Mr. Bogatin and Ms. Duvall don't.

Director Sauret said he supports the contracts and would hope that CEA and OSEA wouldn't see this as a hit against them. He added that he doesn't see the amounts involved as material and significant, although he can see Director Ball's point.

Director Donohue said that both CEA and OSEA have taken a zero line increase; anything above a zero line for Mr. Bogatin and Ms. Duvall would have concerned him. He added that he can understand how these inexpensive changes will help grow the superintendent's Executive Team.

Chair Schuster reiterated that Mr. Bogatin and Ms. Duvall are taking four furlough days instead of three, and their workload is going up.

Motion #34 was voted on and passed 6-1, with Director Ball voting in opposition.

S. Employment Contract – Human Resources Director

Discussion and the vote on this item occurred simultaneously with the preceding agenda item and is, therefore, recorded there.

XV. CONSOLIDATED INFORMATION

The Board received the following information:

A. Non-Licensed Personnel Information

Recommendation to Hire

- Tom Gaulke: Interim Director of Business Services, District Office; effective July 1, 2012 (Temporary).
- Amanda Halama: Administrative Assistant 2, 4.0 hours, Corvallis High School; effective August 29, 2012 (Regular).
- Jaimee Mendrinos: Library Media Assistant 2, 4.0 hours, Jefferson Elementary School; effective August 29, 2012 (Regular).
- Julie Monk: Educational Assistant 2, 5.25 hours, Adams Elementary School; effective August 29, 2012 (Regular).
- Lezli Weeden: Library Media Assistant 2/Administrative Assistant 1/Educational Assistant 2, 5.5 hours, Hoover Elementary School; effective August 29, 2012 (Regular).

Termination/Resignation/Layoff

- Roy Burling: Director of Business Services, 1.0 FTE, District Office; effective June 30, 2012 (Contract expired).
- Deanna Forgard: Food Service Assistant, 3.0 hours, Central Kitchen; effective May 31, 2012 (Resignation).
- Sarah Johnson: Educational Assistant 2, 2.8 hours, Adams Elementary School; effective May 11, 2012 (Resignation).

Unadopted

- Tristen Smith: Educational Assistant 2 – Life Skills, 7.0 hours, Linus Pauling Middle School; effective June 30, 2012 (Resignation).
- Dustin Fisher: Maintenance 1 – Custodian, 8.0 hours, Hoover Elementary School/Lincoln Elementary School; effective June 21, 2012 (Resignation).
- Martin Tesi: Educational Assistant 2, 7.5 hours, Crescent Valley High School; effective June 15, 2012 (Termination).
- Kathryn Zimbrick: Educational Assistant 2, 7.5 hours, Crescent Valley High School; effective June 19, 2012 (Resignation).

B. Unaudited Financial Statements – May 31, 2012 (Filed as Supplemental Item #X-16 in the Official 2011-12 Board Minutes.)

C. Board Policy—EBB—Integrated Pest Management—New—First Reading

D. Board Policy EGAAA—Reproduction of All Copyrighted Materials—Revised—First Reading

Held for Discussion: Director Ball said she had sent an email to policy custodian Kerry Richey this afternoon suggesting some clarification for this policy, along with some examples that might help anyone understand.

E. 2012-13 School Calendar (Filed as Supplemental Item #IX-1 in the Official 2011-12 Board Minutes.)

XVI. ADJOURNMENT

There being no further business before the Board, Chair Schuster adjourned the meeting at 8:19 p.m.

_____ _____

Anne Schuster, Board Chair Dr. Erin Prince, Superintendent

Prepared By: Julie Catala
S:\DO\Super\Julie\BOARD\MINUTES\2012\06-18-12 minutes.docx

Unadopted

Corvallis
SCHOOL DISTRICT

VIII.B. Licensed Personnel Recommendations

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: August 20, 2012 **FOR ACTION-ADDENDUM**

SUBJECT: Licensed Personnel Action

---

1. Issue: Information on licensed-personnel recommendations

   a. Recommendation to Hire:
   Jennifer Allen: Science Teacher, 0.67 FTE, Linus Pauling Middle School, effective August 29, 2012 (Temporary).

   Suzanne Becker: Special Education Teacher, 1.0 FTE, Linus Pauling Middle School, effective August 29, 2012 (Probationary).

   Carrie Bennett: Spanish Teacher, 0.50 FTE, Crescent Valley High School, effective August 29, 2012 (Temporary).

   Kati Carter: Art Teacher, 0.50 FTE, Cheldelin Middle School, effective August 29, 2012 (Probationary).

   Shannon Gabriel: Elementary Teacher – Bilingual, 1.0 FTE, Garfield Elementary School, effective August 29, 2012 (Probationary).

   Alison Green: Third Grade Teacher, 1.0 FTE, Jefferson Elementary School, effective August 29, 2012 (Temporary).

   Elise Hughes: Math Teacher / Student Support, 0.67 FTE / 0.33 FTE, Cheldelin Middle School, effective August 29, 2012 (Probationary / Temporary).

   Chris Lahman: Social Studies Teacher, 0.75 FTE, Crescent Valley High School, effective August 29, 2012 (Temporary).

   Joel Lundeen: Language Arts Teacher, 0.67 FTE, Corvallis High School, effective August 29, 2012 (Probationary).

   Dana Monroe: Art Teacher, 0.40 FTE, Hoover Elementary School, effective August 29, 2012 (Temporary).

   Jaclyn Moses: Music Teacher, 0.70 FTE, Lincoln Elementary School, effective August 29, 2012 (Probationary).

Lois Rawers: Principal, 1.0 FTE, Jefferson Elementary School, effective August 8, 2012 (Temporary).

b. Termination/Resignation:
Lisa Mathews: Special Education Teacher, 1.0 FTE, Linus Pauling Middle School, effective June 30, 2012 (Resignation).

Stacie Mauch: Physical Education Teacher, 0.90 FTE, Lincoln Elementary School, effective July 11, 2012 (Resignation).

Laura Waight: Mathematics/Alternative Education Teacher, 0.67 FTE, Cheldelin Middle School, effective July 11, 2012 (Resignation).

c. Request for Leave:
Debbie Birdseye: Third Grade Teacher, 1.0 FTE, Jefferson Elementary School; requesting 0.50 FTE leave for 2012-2013 school year.

Pamela Toman: Science Teacher, 0.50 FTE, Linus Pauling Middle School; requesting 0.50 FTE leave for 2012-2013 school year.

d. Voluntary Reduction:
Holly Berman: Language Arts Teacher, 1.0 FTE, Linus Pauling Middle School; voluntary reduction to 0.67 FTE.

Julia Lont: Art Teacher, 0.67 FTE, Corvallis High School; voluntary reduction to 0.58 FTE.

ACTION REQUESTED: Approve recommendations.

CONTACT PERSON: Jennifer Duvall

Corvallis
SCHOOL DISTRICT

VIII.C. Board Policy—EBB—Integrated Pest Management—New—Second Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: August 20, 2012 **FOR ACTION**

SUBJECT: Board Policy—EBB—Integrated Pest Management—New—Second Reading

---

Issue: The 2009 Legislature passed Senate Bill 637 requiring districts to adopt an integrated pest management (IPM) plan and policy that identifies an Integrated Pest Management Plan Coordinator and their responsibilities. The IPM plan adopted in the policy becomes the internal integrated pest management plan.

Options Considered: Not adopting the policy.

Involvement: District office staff

Consequences: The district will be out of compliance with Oregon law.

Cost Impact: None

ACTION REQUESTED: Adopting the policy.

CONTACT PERSON(S): John Meyer, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: EBB
Adopted:

Integrated Pest Management

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

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

    a. Protect the health and safety of students and staff;
    b. Protect the integrity of district buildings and grounds;
    c. Maintain a productive learning environment; and
    d. Protect local ecosystem health.

2. Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation, and maintenance that promote or allow for the establishment, feeding, breeding, and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;

3. Incorporates the use of sanitation, structural remediation, or habitat manipulation or of mechanical, biological, and chemical pest control measures that present a reduced risk or have a low-impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;

4. Includes regular monitoring and inspections to detect pests, pest damage, and unsanctioned pesticide usage;

5. Evaluates the need for pest control by identifying acceptable pest population density levels;

6. Monitors and evaluates the effectiveness of pest control measures;

7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;

8. Excludes the application of pesticides for purely aesthetic purposes;

9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;

10. Gives preference to the use of nonchemical pest control measures;

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

12. Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

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

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;

2. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;

3. Oversee pest prevention efforts;

4. Ensuring identification and evaluation of pest situation;

5. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;

6. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;

7. Evaluate pest management results; and

8. Keep for at least four years following the application date, records of applied pesticides that include:

    a. A copy of the label;
    b. A copy of the Material Data Safety Sheet;
    c. The brand name and USEPA registration number of the product;

d. The approximate amount and concentration of pesticide applied;
e. The location of where the pesticide was applied;
f. The type of application and whether the application was effective;
g. The name(s) of the person(s) applying the pesticide;
h. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
i. The dates and times for the placement and removal of warning signs; and
j. Copies of all required notices given, including the dates the IPM Coordinator gave the notices.

9. Respond to inquires about the IPM plan and refer complainants to Board policy KL—Public Complaints;

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

END OF POLICY

Legal Reference(s):

ORS 634.116

SB 637 (2009)

Corvallis
SCHOOL DISTRICT

VIII.D. Board Policy EGAAA—Reproduction of All Copyrighted Materials—Revised—Second Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: August 20, 2012 **FOR ACTION**

SUBJECT: Policy EGAAA—Reproduction of All Copyrighted Materials—Revised—Second Reading

---

Issue: OSBA has reviewed our policy handbook and has made a number of suggestions for clean up and updating. This policy was missing some pertinent language with regard to "fair use" with regard to reproduction of copyrighted materials.

Based on Board member feedback, the definition of "fair use" has been expanded to include the following standards:

1. The purpose and character of the use, including whether such use is of a commercial nature or for nonprofit educational purposes—uses in nonprofit educational institutions are more likely to be fair use than works used for commercial purposes, but not all educational uses are fair use.
2. The nature of the copyright work—reproducing a factual work is more likely to be fair use than a creative work such as a musical composition.
3. The amount of and the significance of the portion used in relation to the entire work—reproducing smaller portions of a work is more likely to be fair use than large or essential portions.
4. The impact of the use upon the potential market for, or value of, the copyrighted work—uses that have no or little market impact are more likely to be fair than those that interfere with potential markets.

Options Considered: Not revising the policy.

Involvement: District office staff

Consequences: Policy will be missing some significant language.

Cost Impact: None

ACTION REQUESTED: Revising the policy.

CONTACT PERSON(S): Rob Singleton, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: EGAAA
Adopted: 7/91
Original Codes: 3595, 4660

Reproduction of all Copyrighted Materials

It is the intent of the Board to adhere to the provisions of the current copyright laws and Congressional guidelines.

The Board recognizes that unlawful copying and use of copyrighted materials fosters an attitude of disrespect for law which is in conflict with the educational goals of this school district.

The Board directs that district employees adhere to all provisions of Title 17 of the United States Code, entitled "Copyrights," and other relative federal or state legislation and guidelines related to the duplication, retention and use of copyrighted materials.

Employees who make and/or use copies of copyrighted materials in their jobs are expected to be familiar with published provisions regarding fair use and public display, and are further expected to be able to provide their supervisor, upon request, the justification, in accordance with current copyright laws and guidelines, for copies that have been made or used.

"Fair use" is a limitation and exception to the exclusive right granted by copyright law to the author of a creative work. Unless otherwise allowed as fair use under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form, including website links to copyrighted documents. Fair use is not a rigidly defined term. Fair use is based on the following standards:

1. The purpose and character of the use, including whether such use is of a commercial nature or for nonprofit educational purposes—uses in nonprofit educational institutions are more likely to be fair use than works used for commercial purposes, but not all educational uses are fair use.
2. The nature of the copyright work—reproducing a factual work is more likely to be fair use than a creative work such as a musical composition.
3. The amount of and the significance of the portion used in relation to the entire work—reproducing smaller portions of a work is more likely to be fair use than large or essential portions.
4. The impact of the use upon the potential market for, or value of, the copyrighted work—uses that have no or little market impact are more likely to be fair than those that interfere with potential markets.

If an individual questions the legality of duplicating materials or providing access through website links, he/she should seek permission from the copyright holders.

Unlawful copies of copyrighted materials may not be produced on district-owned equipment. Unlawful copies of copyrighted material may not be used with district-owned equipment, within district-owned facilities or at district-sponsored functions.

The legal and/or insurance protection of the district may not be extended to employees who willfully violate copyright laws. Employees in violation of copyright law may be required to remunerate the district in the event of loss due to litigation and may be subject to discipline up to and including dismissal.

A synopsis of pertinent copyright laws will be posted in each office, workroom, media center and computer laboratory throughout the district and in-service for all employees will be provided.

END OF POLICY

Legal References:

ORS 332.107
Copyrights, Title 17, as amended, United States Code

Cross Reference:

Policy GCQBA—Copyrights and Patents

Corvallis
SCHOOL DISTRICT

VIII.E. Agreement With Benton County for School Health and Nursing Services

Corvallis School District 509J
Board of Directors

FOR ACTION

Board Meeting Date: **August 20, 2012**

Subject: **Agreement with Benton County Health Department (BCHD) for School Health and Nursing Services**

EXPLANATION:

This intergovernmental agreement allows the Corvallis School District to partner with the Benton County Health Department to provide School Nurse Health Services to students.

Under the terms of this agreement, the District shall make bi-annual payments of $47,879.50 for a FY2012-13 total of $95,759 for School Nurse Services equivalent to 0.8 FTE (1.0 FTE per school year).

The scope of services are explained in Attachment A of the contract, attached for review.

PRESENTER:	**Kevin Bogatin, Assistant Superintendent**
SUPPLEMENTARY ITEMS:	**FY2012-13 Intergovernmental Agreement for School Health and Nursing Services**
MOTION REQUESTED:	**I move that staff be authorized to enter into agreement with Benton County for School Health and Nursing Services equivalent to 0.8 FTE at an expense of $95,759.**

INTERGOVERNMENTAL AGREEMENT
Between
BENTON COUNTY
and
CORVALLIS SCHOOL DISTRICT 509J
For
SCHOOL HEALTH and NURSING SERVICES

This Agreement is made and entered into upon execution by and between Corvallis School District 509J, a program of the State of Oregon, hereinafter known as District, and Benton County, by and through its Health Department, a political subdivision of the State of Oregon, hereinafter known as County.

Recitals

A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.

B. District has the need of a school health and nursing services and has adequate space and utilities to support clinical services.

C. County has staff with the proper credentials, licensing and experience to provide school health and nursing services and nurse oversight to District.

THEREFORE, the parties to this Intergovernmental Agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

A. School health and nursing services will be provided to District's elementary, middle school and High School students.

B. Nurse will work a 190 day/ weekday only schedule throughout the school year. . (This equates to a .8 FTE or 1 FTE per school year).

C. The parties have named the County's Nursing Manager and the District's Assistant Superintendent (or their designee(s)) as the contact person(s) for this agreement.

- All communication including, but not limited to scheduling, service delivery and fiscal reconciliations shall be directed to the named contact person.
- Each contact person is directly responsible for the supervision of his/her staff and shall have the sole right to make decisions regarding staff time and the manner in which services are delivered by their staff only.

D. DISTRICT shall adhere to the HIPAA Rules as described in "ATTACHMENT B".

SECTION 2. COUNTY RESPONSIBIILTY

A. COUNTY will provide School Health and Nursing services as defined in "ATTACHMENT A".

SECTION 2. DISTRICT RESPONSIBIILTY

A. District shall provide space and utilities adequate to provide nursing services at no charge to the County.

B. District shall provide clerical support services at minimum of 3 hours per day throughout the school year at no charge to the County.

SECTION 3. PROVISIONS

A. Contract Period: This agreement shall be effective from July 1, 2012 and shall terminate on June 30, 2013, unless this agreement is hereafter modified in writing.

B. Payment:

- District will make two payments to County in the amount of $47,879.50 each for a yearly total of $95,759 to cover services for personnel, contracted services, supplies, equipment and coordination of services. The first payment is due within 30 days of full execution of this agreement. The second payment is due in May 2013.

- Additional Training Payments: County may invoice District for additional trainings at the rate of $75 per training. Invoices will be presented to District within 30 days from the date of the training. District shall remit payment to County for the additional training(s) within 30 days from receipt of the invoice.

B. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require fifteen (15) days written notice to the other party. In the event of termination, the County shall compensate District for all services provided through the date of termination.

C. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

D. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

E. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act, District and County shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of

either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

F. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.

G. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.

H. District and County are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires District to provide workers compensation coverage for all of its subject workers.

I. Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

BENTON COUNTY

_____
Health Director
Benton County Health Department
PO Box 579, Corvallis, OR 97339-0579

Date: _____

CORVALLIS SCHOOL DISTRICT

_____
Steve Neilson, Director of Business Services
Corvallis School District 509J
PO Box 3509, Corvallis, OR 97339

Date: _____

Reviewed as to form:

_____
Benton County Counsel Date

ATTACHMENT A

SCOPE OF PRACTICE

Public Health Nurse 3 (Un-highlight please) (School Nurse) and Nurse Screening Services

A. Primary Function

The primary function of the professional school nurse is to strengthen the educational process through improvement of the health status of preschool children, school age children and youth in the community.

B. Immediate Supervisor

The School Nurse is responsible to the Benton County Nursing Manager who manages and operates the School Nursing Program in close coordination with the School Superintendent or other designated administrator.

C. Examples of Duties and Responsibilities

1. Provide nurse consultation regarding children who have special developmental and significant /medical needs. Assist in writing "504 Plans", "IEP-Individualized Education Plans" or Individualized health plans.

2. Review and interpret health records and health data of students as requested by school personnel.

3. Support and assist staff with health education and conduct individual student health counseling as able. Health counseling may include, but is not limited to hygiene, nutrition, physical and emotional wellness, self management of existing health conditions, smoking, drug and alcohol abuse, reproductive health education, sexually transmitted diseases, HIV, and abstinence/birth control.

4. Assist with the school immunization program to improve student immunization rates and minimize exclusions for noncompliance with vaccination mandates, Administer vaccines to students as needed and provide community education about vaccinations.

5. Assist with vision and dental screening for all students. Refer students with abnormal findings for further evaluation with a vision or dental provider.

6. Refer students with possible hearing deficit for hearing screening and refer those with abnormal findings to an appropriate medical provider.

7. Work with community partners to develop alternative sources of health care for low income and/or uninsured families.

8. Provide information, assistance, and referral to Benton County resources; drug and alcohol treatment, mental health counseling, prenatal care, medical clinics, emergency food and shelter, Oregon Health Plan etc.

9. Work with school administration and staff as well as families of students and community health care providers to help ensure collaborative and coordinated health services on behalf of students.

10. Confer with staff, parents and students regarding students who have excessive health related absence. Make home visits as appropriate.

11. Assess students for suspected child abuse and report as appropriate.

12. Provide nursing assessment and treatment of serious illness or injury if available, make recommendations to parents, and refer for medical care. Provide clinical oversight for health room care provided by school staff.

13. Train designated staff to provide health care tasks as necessary and appropriate. Provide support and nursing supervision to staff performing delegated health care tasks such as tube feedings and insulin administration. Provide nursing supervision and guidance to staff providing first aid, medication administration and other routine health room care.

14 Staff development including training regarding: Medication Administration, Epinephrine and Glucagon injection certification programs, care of the medically fragile student and others as determined to be necessary by nurse and school administration.

- District-wide trainings shall be provided prior to students' arrival.
- Subsequent trainings shall be offered 2 times per month through the term of this agreement.
- Additional trainings other than those listed above may be requested. At the County's discretion, a charge of $75 may be applied.
- Dates and times for any and all training shall be mutually agreed upon by the County's Nursing Manager and the District's Assistant Superintendent (or their designees) prior to the training date (s).

15. Assist with the development of the district's communicable disease control program and provide assistance during any communicable disease outbreak.

16. Assist with development and participate in health-related programs including; wellness committee; environmental health; and others as determined necessary by nurse and school administration.

17. Work with School District administration to review and revise health-related policies, protocols, practices and education.

ATTACHMENT B
BUSINESS ASSOCIATE RELATIONSHIP

COUNTY will make available and/or transfer to DISTRICT certain Information, in conjunction with goods or services that are being provided by COUNTY to DISTRICT, that is confidential and must be afforded special treatment and protection.

DISTRICT will have access to and/or receive from COUNTY certain Information that can be used or disclosed only in accordance with this agreement and the HHS Privacy Regulations.

To the extent required by 42 U.S.C. 1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, DISTRICT assures COUNTY that DISTRICT will appropriately safeguard protected health information made available to or obtained by DISTRICT.

DISTRICT further agrees to comply with applicable laws relating to protected health information and with respect to any task or other activity DISTRICT performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

For purposes of this agreement, the following terms shall apply:

A. DISTRICT shall be considered a BUSINESS ASSOCIATE;

B. COUNTY shall be considered a COVERED ENTITY;

C. HHS Privacy Regulations shall mean the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164, as amended by the HITECH Act;

D. Individual shall mean the person who is the subject of the Information, and has the same meaning as the term 'individual' is defined by 45 C.F.R. 164.501;

E. Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) and any other officer or employee of HHS to whom the authority involved has been delegated;

F. Information shall mean Public Health Information (PHI) as defined in 45 CFR 164.501, limited to the information created or received by DISTRICT on behalf of COUNTY;;

G. Unsecured Protected Health Information is PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act; and

H. Breach is defined in §13400 of the HITECH Act and includes the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such information.

DISTRICT agrees it shall:

1. Not use or further disclose such information other than as permitted or required by this agreement. DISTRICT shall not, except as necessary for the proper management, administration and performance of its duties under this agreement, use, reproduce, disclose, or provide to third parties, any confidential document or information relating to the COUNTY or clients of COUNTY without the prior written consent or authorization of the COUNTY or of the client. If DISTRICT uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or DISTRICT obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which DISTRICT disclosed it to the person. DISTRICT shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of COUNTY.

2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by COUNTY.

3. DISTRICT shall be directly responsible for full compliance with the relevant requirements of the HHS Privacy Rules and Regulations to the same extent as COUNTY.

4. DISTRICT agrees to implement administrative, physical, technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of COUNTY as required by 45 CFR §164, Subpart C.

5. Report to COUNTY any use or disclosure of such information not provided for by this agreement of which DISTRICT becomes aware. DISTRICT will promptly notify COUNTY of a Breach of Unsecured PHI following the first day on which DISTRICT (or DISTRICT'S employee, office or agent) knows or should have known of such Breach. DISTRICT'S notification to COUNTY must:

   a. Be made to COUNTY no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;

   b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

   c. Be in substantially the same form as the attached Exhibit A.

6. DISTRICT agrees to mitigate, to the extent practicable, any harmful effect that is known to DISTRICT of a use or disclosure of PHI or Breach of unsecured PHI by DISTRICT in violation of this contract.

7. Ensure that any subcontractors or agents to whom DISTRICT provides protected health information received from COUNTY agree to the same restrictions and conditions that apply to DISTRICT with respect to such information.

8. Make available protected health information in accordance with applicable law, i.e., the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164 and the HITECH act.

9. Maintain standard records, pursuant to this agreement, and to provide such records and other necessary information to the COUNTY as may be requested in writing and as permitted by law. DISTRICT agrees that all records kept in connection with this agreement are subject to review and audit by the COUNTY upon reasonable notice of a minimum of 14 work days from the date of written request by the COUNTY.

10. Make DISTRICT'S internal practices, books, and records relating to the use and disclosure of protected health information received from COUNTY available to the Secretary of the United States Health & Human Services for purposes of determining COUNTY'S compliance with applicable law (in all events, DISTRICT shall immediately notify COUNTY upon receipt by DISTRICT of any such request, and shall provide COUNTY with copies of any such materials).

11. Upon termination of this agreement, DISTRICT shall promptly return all protected health information received from COUNTY. If the return of protected health information is not feasible, DISTRICT shall continue the protections required under this contract to the protected health information consistent with the requirements of this Attachment and the HIPAA privacy standards.

NOTIFICATION TO BENTON COUNTY ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section C5 of the Business Associate Agreement between:

- Benton County, and
- CORVALLIS SCHOOL DISTRICT 509J (DISTRICT).

District notifies County that there has been a breach of unsecured (unencrypted) protected health information (PHI) that District has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what District is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

Corvallis
SCHOOL DISTRICT

VIII.F. Resolution No. 12-0801 Designation of District Officers, Clerks, Agents, and Depositories of Funds (FY2012-13 Organizational Resolution)

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: **August 20, 2012** **FOR ACTION**

SUBJECT: Resolution No. 12-0801 – Updated Designation of District Officers, Clerks, Agents, and Depositories of Funds (FY2012-13 Organizational Resolution)

ISSUE:

Oregon Revised Statutes (ORS 332.040 and 255.335) require school boards to annually hold an organizational meeting to designate appointees and authorize actions. Failure to designate personnel would mean that district staff would not be properly authorized to carry out their official duties.

On June 18, 2012, the Board adopted Resolution No. 12-0603, which noted that a Deputy Clerk would be identified after the hiring of a new Business Services Director.

Steve Nielsen was hired as Business Services Director effective August 1, 2012. Resolution No. 12-0801 reflects this change.

Included in this resolution are the following items:

- Appointment of district officials, including: District Clerks, Custodian of Funds, and Budget Officer
- Authorization for the Signing of Documents and Agreements for Funded Programs, Disposal of Surplus Property, Local Contract Review Board/Signing of Agreements, and Non-Resident Student Tuition
- Designation of District Depositories, including Authorization to Invest Funds and the identification of Investment Depositories and the designation of signers for the Student Body Fund Account
- Approval of professional services, including: Attendance Services, Auditors, Insurance Agents, Legal Counsel, and official newspaper

ACTION RECOMMENDED:

Adopt Resolution No. 12-0801 Updated Organizational Resolution

---

CONTACT PERSON(S): Erin Prince, Debbie Bell

Corvallis School District 509J
Designation of District Officers, Clerks, Agents, and Depositories of Funds
(FY2012-13 Organizational Resolution)
Resolution No. 12-0801

District Clerks (ORS 332.515, 332.525)

Whereas, Erin Prince, Superintendent of Corvallis School District 509J, is designated by law as Clerk of said district;

Whereas, it is advisable for an additional staff member to be designated as Deputy Clerk;

Be It Resolved, that Steve Nielsen, Business Services Director, is appointed as Deputy Clerk for the 2012-13 fiscal year.

Be It Further Resolved, that the Erin Prince, as Clerk of the said district, be bonded in the amount of $500,000 for the 2012-13 fiscal year.

Custodian of Funds (ORS 328.441, 332.525)

Be It Resolved, that Steve Nielsen is hereby designated to serve as Custodian of Funds of the Corvallis School District 509J for the 2012-13 fiscal year.

Be It Further Resolved, that the Steve Nielsen, as Custodian of Funds of the said district, be bonded in the amount of $500,000 for the 2012-13 fiscal year.

Budget Officer (ORS 294.331, Board Policy DBE & DBJ)

Be It Resolved, that Steve Nielsen is hereby designated to serve as Budget Officer of the Corvallis School District 509J for the 2012-13 fiscal year.

Signing of Documents and Agreements for Funded Programs

Whereas, the district is involved in a variety of programs available through federal, state or other sources; and

Whereas, certain available funds may be deemed beneficial toward improvement of the district's educational system;

Be It Resolved, that Kevin Bogatin, Assistant Superintendent, or Erin Prince, Superintendent, is hereby authorized to file applications and sign documents and agreements related to funded programs on behalf of the Corvallis School District 509J for the 2012-13 fiscal year.

Disposal of Surplus Property (Board Policy DJAA)

Be It Resolved, that the Clerk of the District or Deputy Clerk, when appointed, be hereby authorized to dispose of surplus property in accordance with Board Policy DJAA.

Local Contract Review Board and Signing of Agreements (ORS Chapter 190, 190.010, 279A.060, Board Policy DJCA, DBJ)

Whereas, the Corvallis School District 509J Board of Directors has statutory authority to act as the local contract review board (279a.060) and may

also enter into intergovernmental agreements under ORS chapter 190 (190.010),

Be it Resolved, that the Clerk of the District or the Deputy Clerk, when appointed, is authorized to execute contracts, conveyances, or other similar transactional documents up to the amount of $75,000 pursuant to ORS chapter 279a-279c and may execute intergovernmental agreements pursuant to ORS chapter 190 up to the amount of $75,000 on behalf of the district as deemed necessary.

Non-Resident Student Tuition (Board Policy JECF)

Whereas, board policy JECF calls for tuition rates to be reviewed and approved by the board annually,

Be It Resolved, that the full year tuition rate for students who are not residents of the Corvallis School District 509J and where the district has not entered into an inter-district agreement be hereby established as $8,300 for the 2012-13 academic year.

Be It Further Resolved, that an additional tuition fee services for students requiring special education will be calculated on a program basis to capture the actual cost to the district in providing those extra services.

District Depositories (ORS 328.441, 328.445)

Whereas, the Office of the State Treasurer provides local governments with a list of "Qualified Depositories for Public Funds" which have been vetted for preservation of principal, conformance with federal, state and other legal requirements, and maintenance of sufficient liquidity to meet operating requirements,

Be It Resolved, that the following depositories are hereby approved as official depositories of Corvallis School District 509J funds for the 2012-13 fiscal year:

Oregon State Local Government Investment Pool

Qualified Depositories for Public Funds as approved by the Office of the State Treasurer for the purpose of cash management.

Be it Further Resolved, that the Clerk of the district or Deputy Clerk, when appointed, as Custodian of Funds, are authorized to establish accounts and to issue checks against such accounts bearing the original signature of the Clerk or the Deputy Clerk, when appointed, or the facsimile signature of the Clerk or Deputy Clerk, when appointed.

Investment of Funds (ORS 294.805-294.895, Board Policy DFA)

Whereas, the Corvallis School District 509J has statutory authority for the investment of funds,

Whereas, board policy DFA, the Investment of Funds and Guidelines Policy, requires the annual adoption of the policy by the board,

Be It Resolved, that board policy DFA is hereby readopted,

Be It Further Resolved, that the Custodian of Funds is hereby designated as Investment Officer, pursuant to policy DFA.

Student Body Fund Account (ORS 328.445)

Whereas, it is in the district's best interest to designate a Student Body Fund Account with checks to be issued on this account,

Whereas, that the Clerk of the district or Deputy Clerk, when appointed, as Custodian of Funds, are authorized to establish said accounts with the district's depository of record, Wells Fargo, N. A.

Be It Resolved, that checks be honored and charged to these accounts for amounts up to $500 that bear the original signature of two of the persons holding one of the positions listed below for each of the schools using this account for the fiscal year 2012-13:

Principal(s)
Assistant Principal(s)
Athletic Director(s)
Operations Assistant/Administrative Assistant(s)

Be it Further Resolved, that checks issued in amounts of $500 or more must bear the original signature of the Clerk, or the Clerk's designee or the facsimile signature of the Clerk, or the Clerk's designee.

Attendance Services (ORS 339.040)

Be It Resolved, that the district will use the services of the Linn-Benton-Lincoln Education Services District Attendance Supervisor for the 2012-13 fiscal year.

Auditors (ORS 328.465, 327.137, 297.405, Board Policy DIE)

Be It Resolved, that Koontz & Perdue, P.C., of Albany, Oregon, is hereby designated to serve as Auditors for the Corvallis School District 509J for the fiscal year 2012-13.

Insurance Agent of Record

Be It Resolved, that Steve Uerlings of Barker-Uerlings Insurance is hereby designated to serve as Agent of Record for the Corvallis School District 509J for property and casualty insurance, worker's compensation insurance, fidelity coverage insurance, and risk management services for the fiscal year 2012-13.

Be It Further Resolved, that Tim Hennessy of Gene Kiel & Associates is hereby designated to serve as Agent of Record for the Corvallis School District 509J for employee benefits insurances for the fiscal year 2012-13.

Legal Counsel

Be It Resolved, that for the purpose of all legal notifications made to the Corvallis School District 509J, attorney Joe Richards of Luvaas, Cobb, Richards & Fraser, is designated as the Attorney of Record for the district.

Be It Further Resolved, that the executive staff of the Corvallis School District 509J is authorized to use the firms of Graham Hicks, P.C., Preston, Gates &

Ellis, and the Hungerford Law Firm, based on their special expertise in the area of law being considered, at the discretion of the Superintendent or Board Chair for the fiscal year 2012-13.

Newspapers for Legal Notice

Be It Resolved, that the Corvallis Gazette-Times published by Lee Northwest Publishing be designated as the newspaper in which legal notices will be published.

Duly passed this 20th day of August, 2012 by the Board of Directors of Corvallis School District 509J.

_____

Anne Schuster, Board Chairperson

_____

Erin Prince, Clerk of the Board

Corvallis
SCHOOL DISTRICT

VIII.G. Substitute Teacher Per Diem Rate

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: August 20, 2012 **FOR ACTION**

SUBJECT: Substitute Teacher Per Diem Rate

Issue: The Human Resources office maintains a list of persons qualified to act as substitute teachers. All substitutes will be paid at the rate fixed by the School Board at the beginning of each school year. The Department of Education has set this year's minimum substitute teacher pay rate for eight hours at $161.48 per day. Minimum salary after the tenth day is 1/190th of our district's base salary schedule, or $188.18 per day.

Recommendation: Follow the directive of the Department of Education.

Consequences: Not fixing our substitute teacher pay rate as directed by the Department of Education puts the district out of compliance.

ACTION REQUESTED: Setting the substitute teacher rate of pay as directed by the Department of Education.

CONTACT PERSON: Jennifer Duvall

Corvallis
SCHOOL DISTRICT

IX. CONSOLIDATED INFORMATION

IX.A. Non-Licensed Personnel Information

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: August 20, 2012 **FOR INFORMATION ONLY-ADDENDUM**

SUBJECT: Non-licensed Personnel Information

---

1. Issue: Information on non-licensed-personnel

   a. Recommendation to Hire:
   Arianna Downard: Student Behavior Support 2, 2.25 hours, Franklin School; effective August 29, 2012 (Regular).

   Andrew Morgan: Educational Assistant 2 – LRC, 7.0 hours, Corvallis High School; effective August 29, 2012 (Regular).

   Michelle Moulder: Educational Assistant 2 – Life Skills, 7.0 hours, Linus Pauling Middle School; effective August 29, 2012 (Regular).

   Stephen Nielsen: Business Services Director, 1.0 FTE, District Office; effective August 1, 2012 (Regular).

   Janet Swenson: Educational Assistant 2 – Life Skills, 7.0 hours, Linus Pauling Middle School; effective August 29, 2012 (Regular).

   Cristina Torregrosa: Educational Assistant 2 – ELL, 4.0 hours, Lincoln School; effective August 29, 2012 (Regular).

   Chris Zauner: Educational Assistant 2 – CLASS, 6.0 hours, Linus Pauling Middle School; effective August 29, 2012 (Regular).

   b. Termination/Resignation/Layoff:
   Ashley Hartzell: Educational Assistant 2 – Supported Ed, 6.5 hours, Linus Pauling Middle School; effective June 20, 2012 (Resignation).

   Christina Reynolds: Educational Assistant 2, 3.5 hours, Wilson Elementary School; effective August 23, 2012 (Resignation).

   Cynthia Wilson: Educational Assistant 2, 5.0 hours, Lincoln Elementary School; effective August 1, 2012 (Resignation).

c. Voluntary Reduction:
Julie Joaquin: Food Service Assistant, 3.5 hours, Linus Pauling Middle School; voluntary reduction to 1.75 hours.

CONTACT PERSON: Jennifer Duvall

Corvallis
SCHOOL DISTRICT

X. ADJOURNMENT

*All times are approximate.

Note: The Chair of the Board may alter the order of business as they deem proper and necessary.

Corvallis
SCHOOL DISTRICT

Agendas – Agendas and supporting materials are available online at https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829 a few days before each School Board meeting. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35th Street, Corvallis, OR 97333. E-mail may be sent to schoolboard@corvallis.k12.or.us and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment –
Guidelines are at: https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

Grievance Process - ORS 192.705
Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at kim.nelson@corvallis.k12.or.us or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35th Street, Corvallis, OR 97333. Additional information is available on the district website.

SCHOOL BOARD MEMBERS			
Judah Largent	541-231-8415	Terese Jones, Co-Vice Chair	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Chris Hawkins	541-602-2045	Luhui Whitebear, Chair	541-714.3305
Bernie Wang	541-704-7298		

EXECUTIVE STAFF MEMBERS	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent / Human Resources Director	541-766-4857
Lauren Wolfe, Finance Director	541-757-5874
Byron Bethards, Student Growth & Experience Director	541-757-5470
Kim Patten, Operations Director	541-757-3849
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841