



# Corvallis

SCHOOL DISTRICT

## NOTICE

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

<b>Date &amp; Time</b>	<b>Meeting Type</b>	<b>Location</b>	<b>Agenda</b>
Thursday, August 16, 2018 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](mailto: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/UC9Jtpte5dmilZl9kySBjVQ?> 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](mailto:kimberly.nelson@corvallis.k12.or.us)**



# Corvallis

SCHOOL DISTRICT

Thursday, August 16, 2018  
6:30 PM

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

Meeting Details: Thursday, August 16, 2018, 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. EXECUTIVE SESSION (6:00 p.m.) *Note: this is not part of the public meeting.*

The Board will meet in Executive (closed) Session under ORS 192.660(2)(f) - consider records that are exempt from public disclosure; ORS 192.660(2)(b) - complaints against staff members; and, ORS 192.660(2)(h) - consultation with legal counsel.

II. CALL TO ORDER AND ROLL CALL (6:30 p.m.)

III. PLEDGE OF ALLEGIANCE

IV. ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION (6:35 p.m. approx.)

V. BOARD MEMBER REPORTS (SCHOOL LIAISONS AND DISTRICT COMMITTEES/WORK GROUPS) (6:40 p.m. approx.)



**Judy K. Ball, PhD, MPA**

3116 SE Everglade Street, Corvallis, OR 97333

541.758.1671 | 240.997.1222 (cell)

BallJK@aol.com

10 August 2018

Dear Ryan and Vince,

After lengthy deliberation, I have made the decision to leave Corvallis. In October, I am moving to Morgantown, West Virginia. Morgantown is the home of West Virginia University, another land-grant university, albeit larger than OSU. Morgantown is also markedly different from Corvallis in ways that are extremely important to me. Housing is more plentiful and more affordable. The downtown homeless shelter operates 365 days a year and doesn't appear to be a constant target by the community. West Virginia needs more blue voters like me. All those factors are attractive to me and, of course, I am a native West Virginian. Like a salmon, I am going home.

Obviously, this move necessitates my resignation from the Board. The purpose of this letter is to specify that my resignation will become effective upon adjournment of the September 27 work session.

I look back on my Board service as one success of my tenure in Corvallis, which is nearing a decade. In 2011, I ran for the Board because I wanted disadvantaged students to have a greater voice in a town where the privileged were always represented disproportionately. Now, I can look back on the Board's adoption of the district's Equity Policy, the Resolution to protect undocumented students, and the strategic plan (designed to put resources where they are most needed) as hallmarks of a different vision and approach. Since 2011, when I joined the Board, graduation rates in Corvallis have risen dramatically and all student groups have benefited.

These successes make me proud. But these were not my accomplishments. They are accomplishments of a Board and district simultaneously committed to students and fiscal responsibility. I am proud to have been part of that, and I wish you continued progress and improvement.

Sincerely,

Judy K. Ball



# Corvallis

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VI. SUPERINTENDENT'S REPORT (6:50 p.m. approx.)



**Corvallis**  
SCHOOL DISTRICT

## Superintendent's Update

Shared with the Corvallis School Board during the August 16, 2018 meeting.

This summer has been busier than usual in our district. From professional development for staff and learning opportunities for students to the early activities of bond program planning, the summer months have gone by very quickly. The first day of school for all students is September 5 and we are excited to launch a successful school year. Public education is one of the few professions that gives us the opportunity to start fresh once a year. I am excited to get the new school year underway.

### **Staff Welcome Back Rally and Professional Development Fair**

We traditionally gather all staff at a welcome back event the week before school starts. This year's event will be held at Crescent Valley High School on August 29 and all board members are invited to attend the opening session. We will begin the morning with coffee and the opportunity to connect with our colleagues from 7:30-8:15 am. The morning program begins at 8:15 am in the gym. Vince and I will share some opening remarks and I hope board members will plan to attend.

The remainder of the day will include a variety of professional development sessions led by staff from across the district. Some of the sessions include suicide awareness and prevention training, educational specifications for elementary schools (led by DLR Group) and digital citizenship and ChromeBook device fundamentals for high school staff. This day is an important opportunity to gather all staff in one place and re-commit to our vision of supporting all students to be engaged learners and to feel safe, welcome, and known in all of our schools.

### **Summer Learning**

While most people have the idea that our students and staff are "off-duty" during the summer months, our summer schedule of classes and professional development activities definitely provides a counter-narrative!

Trainings that our staff attended include Guided Language Acquisition Development, Sheltered Instruction Observation Protocol, Project-Based Learning, Health and Safety Training for all building leaders and their lead office staff, AP Spanish Language Institute, World Peace Games teacher training, and AVID training for middle and high school teachers.

Summer learning opportunities for students included high school credit recovery for English and math, AVID Boot Camp, math enrichment for middle schoolers, World Peace Games Camp at Linus Pauling, and Kindergarten Academy.

Kindergarten Academy is a three week, half day program that served approximately 75 students at Adams, Garfield, Lincoln, Mt. View, Wilson. The program was developed to support the transition of some of our youngest learners into school. I had a chance to visit Garfield earlier this week and it was exciting to see the students comfortable in the school and learning the routines of kindergarten. I would like to thank our Teaching & Learning Department for implementing the program and the Corvallis Public School Foundation and Meyer Memorial Trust for funding support.

### **Summer Meals**

Our free summer meal program provides access to healthy and nutritious food to children in our community and we have increased our marketing and promotion efforts, posting even more signage in the community, working with area organizations, such as Willamette Neighborhood Housing Services, to let families know free meals are available.

We partner with many local summer programs, such as Benton County Libraries in Corvallis and Philomath, OSU KidSpirit, Adair Village, Corvallis Parks & Recreation, Southside Church, Osborn Aquatic Center, Philomath Youth Activities Center, and the Boys & Girls Club of Corvallis. We also provide meals for the Kinder Academy, the LPMS Math Academy for incoming 6th graders and the Drama Club at CHS.

Parents have given positive feedback on our meals and appreciate the local fruits and vegetables that are offered, such as the cherries from Poole Family Farms and apples from Riverwood Orchard. Meals will be served through August 31 and all children 18 and under are eligible to participate regardless of household income.

### **Architectural Services Selection Process**

The architect selection process formally began on July 16, 2018 with the issuance of a Request for Proposals for architectural services. A selection committee comprised of district and Wenaha project management staff reviewed and scored all 11 proposals and provided recommendations for interviews. Based on that work, six firms were invited to participate in the interview process. Evening meetings were held August 13, 14, and 15 where each firm (two firms each evening) participated in a question/answer session with our Architect Selection Team and then facilitated a community engagement exercise with participants from the community.

The interview process was designed to increase community participation and input in the selection process. Many participants and all of the invited architect firms shared positive feedback about this community engagement opportunity. Before getting started with the architects, we provided an overview of the bond program process and our core values for educational design to our community participants. They were asked to share their impressions of the facilitation style and inclusiveness of each firm and that information was used to better inform the selection committee's recommendation.

At the conclusion of the evening meetings, all participants were given the homework assignment of sharing the core values with someone after the evening's activities. Throughout the bond program, our core values for educational design will be a touchstone in our planning and design decisions and my hope is that these core values will begin to be embedded in our discussions and community outreach in the months ahead.



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## VII. PUBLIC/STAFF COMMENT (7:00 p.m. approx.)

*NOTE: To indicate your desire to comment, please arrive several minutes before the meeting begins, and complete a request card; then, turn it in to the Board Secretary before the meeting begins. See attached guidelines for providing input to the School Board.*



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## Providing Input to the School Board

(Revised 03-03-18)

The Corvallis School Board values the opinions and input of students, staff, parents, and the community. Comments may be provided during certain meetings and/or via written correspondence, as outlined below.

### I. Public Comment at School Board Meetings

This option is available when *Public Comment* is an item on the agenda. To offer comments:

- A. Complete a “Comment Request” card, which can be found on a table near the entrance to the meeting room, and give it to the Board Secretary at the head table **before** the meeting begins.
- B. Keep your comments within the specified time allotted, usually three minutes, to allow time for others to comment.
- C. Direct your comments to the School Board. The Board Chair will refer questions or requests for action to staff for response at a later date.
- D. If you read from a prepared statement, you may choose to leave your written comments with the Board Secretary to post online with the informational packet of the meeting and/or to file with the official minutes of the meeting.
- E. Handouts are not required but should you wish to provide them, please bring 13 copies and give them to the Board Secretary to distribute.
- F. When you testify, your name, address and comments are matters of public record; however, students and staff do not need to provide their addresses.

### II. Written Correspondence

Letters, emails and other written materials submitted to the School Board are considered public record. They may be submitted via U.S. mail to: Corvallis School Board, 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. Emails may be sent to: [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us), and will reach all Board members as a group.

Others who also will receive emails sent to this address are: Superintendent, Assistant Superintendent, Human Resources Director, Finance and Operations Director, and Executive Assistant to the Superintendent and Board of Directors (also known as the Board Secretary).

### III. Telephone Communication

Vincent Adams	541-738-4324	541-240-4055	Sarah Finger McDonald	541-908-3756
Sami Al-AbdRabbuh	541-283-6611		Terese Jones	541-230-1673
Judy Ball	541-758-1671	240-997-1222	Ed Junkins	801-706-1892
Jay Conroy	541-912-4380			

Testimony given at  
8/16/18 Bd. Mtg.  
J.C.

Good Evening. My name is Richard Arnold and I live at 3650 NW Witham Hill Drive Corvallis Oregon.

One of the Guiding Principles for the Corvallis School Board, as stated on its district website is:

### **Our Communication with the Corvallis Community is Important**

- We are committed to public participation and district and board transparency.
- We will seek opportunities for public communication.
- Communicating with students, families, and the larger Corvallis community is vital to achieving equity

To that end I would have expected the Board to have attempted public input related to the goals and strategies that will be voted on later tonight. It should be noted that in Board Work Sessions on February 15 and March 15 of this year the board had indicated that listening sessions would be held to seek community input. To the best of my knowledge no such listening sessions have been held, and no direct community involvement has been sought related to the published goals and strategies.

This is somewhat troubling because these goals and strategies will dictate the direction of our district over the course of the next five years. The movement towards these goals will require a re-allocation of district resources, change the ways in which we view student achievement, create new support systems for students, and make additions to the current curriculum. Essentially, it represents a significant investment of time and money.

Also, while the draft goals and objectives have been provided the performance measures for each are noticeably absent from the agenda packet. As the board is aware, the formulation of goals and objectives go hand in hand with the formation of performance measures to ensure that the goals are measurable. If a goal is not quantifiable or qualifiable then then the goal should be modified, otherwise you have a goal without supporting data to provide insight into whether progress is being made. If performance measures have not yet been formulated, and it is found later that data cannot be compiled to track progress, then the district staff's time has been wasted for part of this endeavor.

It is understood the board has dedicated a great deal of its time on this project. I have been following it closely for the past year and have an appreciation for the amount of work and time that has been invested in this venture. I also applaud the Board for taking up this task, as its been one of the items that I have advocated for since I moved to Corvallis twelve years ago. Having goals and strategies are necessary to successfully guide future policy decisions and future budgets of the district.

That being said, an investment of this magnitude, reallocation of resources of this scope, and transformation of vision and policy of this scale, should mean that board would be seeking opportunities to communicate its vision to the community. As I indicated, earlier listening sessions had been discussed as an option by the board at two previous work sessions, which was an excellent idea. Listening sessions would allow the board to voice their vision to the community and emphasize why they feel these goals are important and how the district will be measuring their progress of meeting the objectives. Listening sessions would also provide an opportunity for a conversation surrounding these goals and provide a venue for the community to provide their thoughts and ideas. I am sorry, but

allowing community members only three minutes at the very meeting the board will vote on implementation does not seem like the board is truly embracing their guiding principle of communication. It seems more akin to the current budget process where the community is allowed to make comments about the budget only after decisions have been made, and no changes are allowed. The budget process is currently not very transparent, and it's my hope that the process for the setting of goals and objectives does not follow the same paradigm.

While I understand that there may be a desire to complete this portion of the project as quickly as possible by voting on adoption tonight, I would ask that the vote be tabled until a later meeting so a listening session could be held. Yes, I realize there may not be much community participation, but at that point the community is at fault for not participating in the process, and no fault can be placed on the board for not following through on previous discussions. There is nothing to be lost and everything to be gained by providing an opportunity for a conversation of why the board feels these goals are important. If you do move forward and vote to adopt tonight the community will be asking itself, why the board wouldn't welcome that conversation? Why is it so important to have the vote right now, tonight, and with little community input?

Thank you for your time.



# Corvallis

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VIII. SPECIAL REPORTS (7:10 p.m. approx.)

VIII.A. Instructional Technology



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Rynda Gregory, Teaching and Learning Coordinator  
Gil Anspacher, Director Technology Services  
Meeting Date: August 16, 2018

### **Instructional Technology**

**NO ACTION REQUIRED**

#### Professional Development

Effective professional development affects students. Student learning and achievement increase when educators engage in effective professional development focused on the skills they need in order to support the varied needs of our students.

Teaching and Learning Department staff work in conjunction with Technology Department staff to support teachers' learning in the basic use of devices, and platforms that are commonly used in advanced education and the business world. Ultimately, they help teachers utilize technology to enhance learning opportunities while meeting the needs of multiple learners.

Instructional technology amplifies effective classroom instruction and enriches deeper learning. Instructional technology is one of many tools that teachers have at their disposal, so it is important to remember that it adds to instruction but does not replace it. This philosophy aligns with our Core Values for Educational Design, specifically *Inclusive Learning Environments that are Culturally Relevant* and *Real World Experiential Learning*.

We want teachers to first examine the learning task, then look at the 21<sup>st</sup> century tools available to determine if the task could be taken to a higher level, made more meaningful, or connected to real life using the technology available. For example: students working on a unit about the need for clean well water can interview scientists, do a Google map survey of the area, create a video of themselves using filtering models, have two-way written communication with scientists for feedback, etc.

- *K-8 Professional Development Plan*

Over the course of the 2016-17 and 2017-18 school years, our district scheduled a total of 14 days each year, divided between elementary and middle school teachers, with our Certified Apple trainer. Trainings focused on the use of iPads to enhance instruction and deepen the learning for students (it was not focused on content-specific apps but rather on apps to help enhance the student task/activity). Each year, a core group of elementary and middle school teachers participated in this training to learn effective strategies to best facilitate student learning with the use of iPads. The expectation was that these teachers would also share these strategies and skills with the staff in their respective buildings to help build capacity throughout the district.

Our core group of teachers learned a number of teaching strategies and skills from Apple Trainer Sally Eberhart. Teachers also collaborated and shared successes they experienced while using these strategies in their classrooms with students. Chris Gregory, the district's Instructional Technology Coach, has attended and even assisted in leading these sessions.

Mr. Gregory continues to be responsible for ongoing check-ins and support for these (and other) teachers as they use the attained skills in their classrooms.

For 2018-19, we have contracted for nine days of Certified Apple training. Ms. Eberhart and Mr. Gregory will lead sessions for an additional cohort of elementary and middle school teachers. The sessions will focus on the same goals as those in the previous trainings but will be condensed into fewer days. Training will include school visits and co-teaching/mentoring sessions in classrooms. Since teachers have had iPads in their classrooms for a few years now, their comfort with the use of technology is high. We believe that this year's cohort of teachers will make the same gains in their skills as previous cohorts, even with condensed training.

- *High School Professional Development Plan*

During the 2016-17 and 2017-2018, school years, four teachers each at Corvallis High School and Crescent Valley High School piloted devices. Once the decision was made to adopt the use of Chromebooks, we received feedback from many teachers and administrators about their hope to learn about the devices themselves and then use them in their classes. Therefore, we are focusing this year's Chromebook professional development on fundamental knowledge on the use of the device, digital citizenship for staff, and G-suite options. This focus will allow our staff to establish a level of proficiency and comfort in using the Chromebooks, and create routines for classroom management of the devices. During the 2019-20 school year, we will move toward an intentional focus on innovative instructional practices with the Chromebooks.

- *Chromebook Professional Development Plan for 2018-19*

All high school teachers will complete facilitated online training courses from the Google Teacher Center covering digital citizenship, and device and Google fundamentals. Introductory sessions will be offered at our fall professional development fair, and multiple after-school sessions will be provided so that teachers can move at their own pace. All high school teachers are expected to complete these courses by May 30, 2019. Each topic requires only one session; however, staff may repeat courses or request one-on-one support.

### Incident Reporting

In an effort to create a clear and supportive system of tracking device-use incidents and to learn from them, staff from the Technology and Teaching & Learning departments are developing a flowchart to guide teachers and administrators as they determine how to respond to device-use incidents.

### Technology Advisory Committee

The Technology Advisory Committee (TAC), formed in fall 2014, was charged with advising the superintendent on technology-related issues that impact students, teachers, support staff, and families. Membership included representation from the School Board, district leadership, instruction and technology leadership, and community members. Major recommendations were made by the committee and were published in a report entitled

[Superintendent's Technology Advisory Committee](#). Membership and activity of the TAC decreased over the past year.

District leadership sees a strong need for the work of the TAC to guide the district in its use of technology in the learning, administrative, and operational processes. The attached draft charter provides a guiding pathway to redefine the TAC with membership that offers expertise in the areas of technology, administration, and instruction. This expertise will include district personnel, professionals from the region, and parents.

Initial redevelopment of the TAC will commence in fall 2018, and will include membership development and focus-area definition through stakeholder group guidance.

### Web Content Filtering

The integration of digital resources into the learning process is both a powerful pathway to learning and a resource that requires oversight and review. In order to effectively guide and support learning, teachers, building leadership, and parents need a lens of transparency into this flow of information and process.

The current web content filtering system is robust and provides effective filtering, although its reporting feature set does not offer teachers and building leaders direct access to this information. There are solutions available that provide both effective web content filtering and activity analytics to teachers and building leaders. With access to activity analytics, from the building level to the individual student level, teachers and building leaders may more effectively direct the use of digital resources in the learning process, as well as provide information to parents.

School leadership communicated a strong desire for a web content filtering solution that provides both effective web content filtering and activity analytics to teachers and building leaders. With the support of the Linn Benton Lincoln Education Service District, we will further assess the budget, capacity resources, and technology needed to implement such a web content filter solution.



## TECHNOLOGY ADVISORY COMMITTEE CHARTER

*(Draft for the 08-16-18 School Board meeting.)*

Sponsor	Facilitator	Start Date	Sunset Date
Gil Anspacher, Technology Director	Jeanne Holmes	On-going	On-going

<b>Goals &amp; Objectives</b>	<p>Serve in an advisory capacity on technology-related issues.</p> <ul style="list-style-type: none"> <li>● Research and review instructional technology curriculum.</li> <li>● Research and offer feedback on instructional technology options</li> <li>● Provide guidance for evaluation of technology use in the district.</li> <li>● Recommend the most effective use of technology funds to promote student learning</li> <li>● Research and evaluate future trends in technology and its use in the classroom</li> </ul>
<b>Scope</b>	<p>Advise the technology director on technology related issues that impact students, teachers and families.</p> <ul style="list-style-type: none"> <li>● Serve as a sounding board for technology-related issues/decisions</li> <li>● Share and discuss best practices in instructional technology</li> <li>● Share future trends in technology</li> <li>● Keep abreast of parent and community perspectives</li> <li>● Serve as informal ambassadors/liasons for the district's technology initiative</li> <li>● Provide networking opportunities for district staff</li> <li>● Support effective implementation and use of technology in the district</li> </ul>
<b>Proposed Task Force Members</b>	<ul style="list-style-type: none"> <li>● Corvallis staff – teachers, administrators from all levels, Teaching &amp; Learning members</li> <li>● Parents of Corvallis School District students</li> <li>● Community members from the technology industry</li> <li>● Representation from Linn Benton Community College</li> <li>● Representation from Oregon State University</li> <li>● Representation from Hewlett Packard</li> </ul>
<b>Liaisons to Task Force</b>	<ul style="list-style-type: none"> <li>● Director of Technology</li> <li>● Teaching and Learning Coordinators</li> <li>● School Board Representative</li> </ul>
<b>Meeting Frequency</b>	<p>The Committee will meet quarterly during the 2018-19 school year. Meetings may be more frequent and members may meet in smaller groups to address specific topics as needed.</p>
<b>Procedures &amp; Process</b>	<p>A consultant will facilitate all meetings. Recommendations will be developed using a collaborative process in which the committee members develop and agree to support a decision in the best interest of the whole group. Meetings are not open to the public as the meeting time is a space for ideas to be shared and challenged within a specialized group. The intent is to discuss within parameters of confidentiality, and leave with united talking points.</p>
<b>Communicating Recommendations</b>	<p>Recommendations will be shared through documentation of meeting notes and, when appropriate, submitted to the Teaching &amp; Learning and/or Technology departments through the Director of Technology.</p>



# Corvallis

SCHOOL DISTRICT

- IX. REVISE/READOPT BOARD NORMS, AND BOARD & SUPERINTENDENT WORKING AGREEMENTS (7:40 p.m. approx.)
  - IX.A. 2018-19 Board Norms



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: School Board Chair Vincent Adams  
Meeting Date: August 16, 2018

### **2018-19 Board Norms**

### **ACTION REQUESTED**

#### Background

Board Norms are reviewed annually. Attached are the 2017-18 norms. On August 16, 2018, Board members will make recommendations for edits, if any, and the Board will be asked to adopt the 2018-19 Board Norms.

#### **ACTION REQUESTED:**

Adopt the 2018-19 Board Norms.

#### **MOTION REQUESTED:**

"I move to adopt the 2018-19 Board Norms *[as submitted/as revised]*."



# Corvallis

## SCHOOL DISTRICT

### **Board Norms 2017-2018**

*(Adopted 03-20-17)*

The Corvallis School Board also has Board and Superintendent Working Agreements, which provide guidance regarding meeting operations and communication.

#### **A. Focused Use of Meeting Time**

1. Start on time, use time wisely, and end on time.
2. Allow all members time to express themselves without feeling rushed by:
  - a. Utilizing the phrase, "I agree with\_\_\_\_" to avoid repetition of the same ideas and points.
  - b. Balance Board members' speaking time.
  - c. Be succinct to maintain opportunity for all to express themselves.
3. Engage in relevant and topical discussion.
4. Utilize "Committee/Board Member Items" monthly agenda time to provide updates to the full board regarding the work of District committees.
5. Allow moments of silence between commentaries to provide time to consider the discussion.

#### **B. Orderly Procedure**

1. Effectively employ parliamentary procedure to facilitate a smooth meeting.
2. Regulate input and comments from the public to the time allotted for public testimony to maintain equal opportunity to speak.

#### **C. Consider Staff and District Capacity and Resources**

1. Be cognizant of scarcity of resources and time when requesting action from staff.
2. Assess whether a majority of the Board can benefit from particular information from staff before making the request for it.

#### **D. Respectful Deliberation and Conversation**

1. Actively listen to those sharing their points of view, to facilitate full understanding and the possibility of changing viewpoints.
2. Vocalize what another individual's statement has helped you learn or reconsider.
3. Facilitate focused, open conversation.
4. Strive to value all opinions. Refrain from deriding others' ideas.



# Corvallis

## SCHOOL DISTRICT

### Board Norms 2018-19

*(Adopted 08-16-18)*

The Corvallis School Board also has Board and Superintendent Working Agreements, which provide guidance regarding meeting operations and communication.

#### **A. Focused Use of Meeting Time**

1. Start on time, use time wisely, and end on time.
2. Allow all members time to express themselves without feeling rushed by:
  - a. Utilizing the phrase, “I agree with\_\_\_\_” to avoid repetition of the same ideas and points.
  - b. Balance Board members’ speaking time.
  - c. Be succinct to maintain opportunity for all to express themselves.
3. Engage in relevant and topical discussion.
4. Utilize “Board Member Items” monthly agenda time to provide updates to the full board regarding the work of District committees and work groups.
5. Allow moments of silence between commentaries to provide time to consider the discussion.

#### **B. Orderly Procedure**

1. Effectively employ parliamentary procedure to facilitate a smooth meeting.
2. Regulate input and comments from the public to the time allotted for public testimony.

#### **C. Consider Staff and District Capacity and Resources**

1. Be cognizant of scarcity of resources and time when requesting action from staff.
2. Assess whether a majority of the Board can benefit from particular information from staff before making the request for it.

#### **D. Respectful Deliberation and Conversation**

1. Actively listen to those sharing their points of view, to facilitate full understanding and the possibility of changing viewpoints.
2. Vocalize what another individual’s statement has helped you learn or reconsider.
3. Facilitate focused, open conversation.

Strive to value all opinions. Refrain from deriding others’ ideas.



# Corvallis

SCHOOL DISTRICT

IX.B. 2018-19 Board and Superintendent Working Agreements



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: School Board Chair Vincent Adams and Superintendent Ryan Noss

Meeting Date: August 16, 2018

### **Board and Superintendent Working Agreements**

### **ACTION REQUESTED**

#### Background

The Board and Superintendent Working Agreements were revised on September 14, 2017, and a commitment was made to revisit them annually. On August 16, 2018, Board members and Superintendent Noss will make recommendations for edits, if any, and the Board will be asked to adopt the 2018-19 working agreements.

#### **ACTION REQUESTED:**

Adopt the 2018-19 Board and Superintendent Working Agreements.

#### **MOTION REQUESTED:**

"I move to adopt the 2018-19 Board and Superintendent Working Agreements [*as submitted/as revised*]."



# Corvallis

## SCHOOL DISTRICT

### **BOARD AND SUPERINTENDENT WORKING AGREEMENTS**

**2017-2018**

*(Adopted 09-14-17)*

#### **A. Purpose of Agreements**

The Board of Directors is the policy making body for the School District. To effectively meet the District's challenges, the School Board and Superintendent must function together as a leadership team. To ensure accord among team members, effective group agreements must be in place. The following are the group agreements for the Board and Superintendent.

#### **B. Board Job Description and Relationship with the Superintendent**

1. Operate as representatives and make decisions in the best interest of the whole District
2. Working with the Superintendent, set the long-term direction of the District through the mission, vision, goals, and priorities.
3. Focus on policymaking and planning.
4. Assist in gaining acceptance and support in the community.
5. Understand that as an individual, a Board member has no authority. It is when acting through a majority that the Board has influence.
6. Be accountable for the financial stewardship of the District, including aligning resources with goals and priorities, setting expectations, and monitoring progress.
7. Make an effort to foster unity, harmony and open communications within the board.
8. Insist on all relevant facts and data before making a decision.
9. Supervise the hiring, performance evaluation, and other personnel management processes related to the Superintendent.
10. Work with the Superintendent as a team, recognizing that the Superintendent is the Board's advisor.
11. Respect the Superintendent's responsibility to manage the day-to-day operations of the District and to direct employees in District and school matters.

#### **C. Role of Board Leadership**

1. Manage the Board's processes; convene meetings; develop the Board agenda with the Superintendent, seeking Board member input; and execute documents, as appropriate.

2. Serve as the authorized spokesperson for the Board with regard to Board policy, process, and decisions. The Chair may delegate this responsibility to other Board members and/or the Superintendent.
3. Communicate with individual Board members any concerns shared by other board members regarding issues agreed to in the working agreements or group operating norms.
4. Assist the Superintendent in communicating important information to the full Board. Keep Board members apprised of information exchanged with the Superintendent.
5. Set priorities for Board professional development annually.
6. The Vice Chair will perform these duties when the Chair is not available.

#### **D. Role of the Superintendent**

1. Work toward becoming a team with board members.
2. Work with the board to establish a clear vision for the District through preparation of annual goals for the board's consideration.
3. Provide data to board members so that data-driven decisions can be made.
4. Communicate with board members promptly and effectively by informing the board of all critical information including relevant trends, anticipated adverse media coverage, or critical external or internal change.

#### **E. Board Requests Regarding Staff Presentations**

1. To facilitate adequate Board preparation for meetings, staff reports and presentations should be distributed as part of the Board packet prior to the meeting. Avoid sending additional reports to the Board after packets have been disseminated.
2. Develop a system to provide updates regarding the work of District committees.
3. Limit staff reports to introductory and additional remarks; avoid restatement of written reports or PowerPoint presentations.
4. Keep staff presentations succinct.
5. Utilize the practice of avoiding surprise items at board meetings.

#### **F. Communication**

1. When the Board receives communication from the community, the chair will respond or will delegate that responsibility to another Board member. A "footnote" statement will be added to the bottom of the board chair's email. The footnote will state, "*The Board Chair responds to emails sent to the full board. School board members only deliberate when gathered as a quorum as outlined in the Public Meeting Law. To assure that board conversations and deliberations do not occur on email, the*

*Board Chair will respond on behalf of the Board. All Board members receive communications that come from the community and the response given by the Board Chair.”*

All Board members will be included in responses made by the Board chair.

**Following the communication from the Board chair, other Board members may also respond if they wish.**

2. When a single Board member receives a communication from a member of the public, s/he may respond to that patron as an individual. The Board member may elect to forward the email and his/her response to the Board Chair or full Board if he/she wishes.
3. Responses to community communications should occur within 36-72 hours of receipt of the communication. The chair will delegate if s/he is unable to meet this timeframe.
4. When a concern or problem arises, communicate one-on-one with the Board member. If the issue is not resolved, communicate with the Board chair and finally with the Superintendent if necessary.



# Corvallis

SCHOOL DISTRICT

X. ADOPT 2018-2023 BOARD GOALS AND STRATEGIES (7:55 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Superintendent Ryan Noss  
Meeting Date: August 16, 2018

### **Adopt 2018-2023 Board Goals and Strategies**

### **ACTION REQUIRED**

Over the course of the 2017-18 school year, the board refined and prioritized draft goals and strategies, and discussed performance metrics. At the August 16, 2018, meeting, Board members will be asked to make recommendations for edits, additions, and adjustments to prioritization, and then adopt the 2018-2023 Board goals and strategies, which are attached.

#### **ACTION REQUESTED**

Adopt the 2018-2023 Board goals and strategies.

#### **MOTION REQUESTED**

“I move to adopt the 2018-2023 Board goals and strategies [*as submitted/as revised*].”



## **2018-2023 Board Goals**

*(Draft for 08-16-18 board meeting.)*

### **Goal 1: Student Achievement**

All students will read grade level texts by 3rd grade and stay on grade level; successfully complete Algebra I by the end of 9th grade; be on track with required credits by the end of 9th grade; and graduate with a post-secondary plan. Student identity (race, culture, socioeconomic status, language, ability, gender, or sexual orientation) does not predict or predetermine success in school.

Strategies:

1. Monitor students' reading progress in grades pre-K - 3rd grade using a system of sound instruction, assessment, and intervention so that all students are reading at grade level by 3rd grade.
2. Prepare students to successfully complete Algebra I by the end of 9th grade.
3. Develop a system that ensures each 9th grade student is on track to graduate.
4. All students graduate with a post-secondary plan.

### **Goal 2: Equitable Systems**

Student identity (race, culture, socioeconomic status, language, ability, gender, or sexual orientation) does not predict or predetermine success in school. Disaggregated data will be used to measure progress on goal.

Strategies:

1. Recruit and retain racially and culturally diverse staff.
2. Increase and support student voice, empowerment, and leadership in our schools.
3. Expand parent and community partnerships.
4. Increase racial consciousness of staff through professional development focused on race, culture and culturally relevant instruction.

### **Goal 3: Real-World Learning**

All students participate in real-world learning, with a global perspective, that prepares them for an ever-changing future. Student identity (race, culture, socioeconomic status, language, ability, gender, or sexual orientation) does not predict or predetermine success in school.

Strategies:

1. Support cultural responsiveness and biliteracy in our students and staff.
2. Create additional learning pathways toward graduation and life beyond high school.
3. Integrate real-world, experiential learning in all grades.
4. Integrate communication, critical thinking, collaboration, creativity, and problem solving skills into learning experiences.
5. Integrate environmental, social, and economic-sustainability in learning experiences.

### **Goal 4: Health & Wellness**

Improve the health and wellness of district students and staff. Student identity (race, culture, socioeconomic status, language, ability, gender, or sexual orientation) does not predict or predetermine success in school.

Strategies:

1. Support and enhance programs that promote student mental wellness and safety.
2. Support and enhance programs that promote student physical wellness and safety.
3. Support a robust worksite wellness program for district staff.

### **Goal 5: Long Range Facility Planning**

Transform aging school facilities to provide safe, effective, efficient, innovative, and equitable learning opportunities for every student. Student identity (race, culture, socioeconomic status, language, ability, gender, or sexual orientation) does not predict or predetermine success in school.

Strategies:

1. Communicate the needs for improved infrastructure and facilities with the Corvallis community.
2. Engage staff, parents, students and community in execution of facility improvements consistent with the district's core values for educational design.
3. Complete construction projects through a voter-approved bond levy.



## **2018-2023 Board Goals - Provisional<sup>1</sup>**

*(Provisionally adopted on 08-16-18.)*

### **Goal 1: Student Achievement**

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3. Complete construction projects through a voter-approved bond levy.

<sup>1</sup> The provisional status of this document was determined as a way for the superintendent and district staff to pursue improved outcomes for the district. These goals and strategies will be reviewed in the fall of 2018. The board will seek input from the community at that time.



# Corvallis

SCHOOL DISTRICT

- XI. DECLARE VACANT POSITION ON THE BOARD (8:30 p.m. approx.)
  
- XII. ADOPT PROCESS FOR SELECTION OF INTERIM BOARD MEMBER (8:35 p.m. approx.)



**Interim Board Member Selection Process  
Position #2; Term: September 27, 2018 – June 30, 2019\***

<b>August 16, 2018</b>	School Board declares vacancy and adopts selection process.
	<p>To qualify, an applicant must:</p> <ul style="list-style-type: none"> <li>• Have been a resident of the District for one year as of September 27, 2018.</li> <li>• Be a qualified voter of the District.</li> <li>• Not be an employee of the District.</li> <li>• Attend the September 27, 2018, School District Board of Directors meeting and participate in the selection process.</li> </ul> <p align="center"><b>The board seeks greater diversity in its membership.</b></p>
<b>September 5; 5:00 pm</b>	Applications due by 5:00 p.m.
	<p>In order to be considered, a letter of application must be received by the deadline and include all of the following information:</p> <ul style="list-style-type: none"> <li>• Applicant’s name as it appears on the voter registration record.</li> <li>• Applicant’s date of birth (for voter registration verification).</li> <li>• Applicant’s home address.</li> <li>• Applicant’s email address.</li> <li>• Applicant’s telephone number.</li> <li>• Reason applicant wants to serve on the board.</li> <li>• Applicant’s qualifications for the position.</li> <li>• Skills applicant would bring to the board.</li> <li>• Names and telephone numbers for two personal references and one professional/business reference.</li> <li>• Answers to the following questions: <ul style="list-style-type: none"> <li>▪ Effective board members must engage in a variety of relationships; for example, with the superintendent, staff, other board members, parents, and the community. How do you perceive a board member’s relationship with each of these?</li> <li>▪ Looking ahead to the end of your appointment in June 2019, what do you think will be the two most difficult issues facing the school district, and what would you do to address them?</li> <li>▪ What is your definition of equity in the school district, and what would you do to improve equity in the district?</li> <li>▪ Are you interested in the position only until the end of the interim term (June 30, 2019) or do you plan to run for a four-year term?</li> </ul> </li> </ul>
<b>Through September 18</b>	Board members conduct reference checks.
<b>September 27</b>	Board conducts interviews and makes selection during a public meeting
	<ul style="list-style-type: none"> <li>• Applicants must attend the September 27, 2018, board meeting.</li> <li>• Applicants must participate in the selection process.</li> <li>• Failure to attend and/or participate will eliminate an applicant from further consideration.</li> </ul>

\*Applicants who desire to remain in position #2 beyond June 30, 2019, must file for the May 2019 election through Benton County Elections. There is no guarantee the interim appointee will be elected.



**Interim Board Member Selection Process**  
**Position #2; Term: September 27, 2018 – June 30, 2019\***

<b>August 16, 2018</b>	School Board declares vacancy and adopts selection process.
	<p>To qualify, an applicant must:</p> <ul style="list-style-type: none"> <li>• Have been a resident of the District for one year as of September 27, 2018.</li> <li>• Be a qualified voter of the District.</li> <li>• Not be an employee of the District.</li> <li>• Attend the September 27, 2018, School District Board of Directors meeting and participate in the selection process.</li> </ul> <p align="center"><b>The board seeks greater diversity in its membership.</b></p>
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\*Applicants who desire to remain in position #2 beyond June 30, 2019, must file for the May 2019 election through Benton County Elections. There is no guarantee the interim appointee will be elected.



# Corvallis

SCHOOL DISTRICT

XIII. CONSOLIDATED ACTION (8:50 p.m. approx.)

XIII.A. Minutes

XIII.A.1. June 12, 2018

**MINUTES**  
Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

**I. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 6:00 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.

<u>BOARD MEMBERS PRESENT</u> Vincent Adams, Chair Sami Al-AbdRabbuh, Vice Chair Jay Conroy Terese Jones Ed Junkins Sarah Finger McDonald	<u>EXECUTIVE STAFF PRESENT</u> Ryan Noss, Superintendent Kevin Bogatin, Assistant Superintendent Jennifer Duvall, Human Resources Director Olivia Meyers Buch, Finance and Operations Director
<u>BOARD MEMBERS EXCUSED</u> Judy Ball	

A quorum was present and due notice had been published.

**II. PLEDGE OF ALLEGIANCE**

Chair Adams led the Pledge of Allegiance.

**III. ACCEPTANCE OF ELECTION RESULTS – MAY 15, 2018**

The board received the abstract of votes provided by the Benton County Elections Department, which reflected votes cast in Benton and Linn Counties. (The abstract and its associated transmittal page are posted online with the informational packet of this meeting, and a hard copy will be filed with the official 2017-18 board records.)

**MOTION:**

**It was moved by Director Junkins and seconded by Vice Chair Al-AbdRabbuh to accept the results of the May 15, 2018, election. The motion was voted on and unanimously approved.**

**IV. RESOLUTION NO. 18-0601 – AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS**

Olivia Meyers Buch, Finance and Operations Director, explained that this resolution authorizes issuance of the full amount approved by voters. Once the bond program schedule and timeline is finalized, after input from the district's project management firm, there is a possibility that the issuance will need to be split into two series. Ms. Meyers Buch pointed out that if there were more than one issuance needed, this resolution grants that authority, and no further board action would be required. (The resolution and its accompanying transmittal page are posted online with the informational packet of this meeting, and a hard copy will be filed with the official 2017-18 board records.)

**MOTION:**

**It was moved by Director Jones and seconded by Director Conroy that Resolution No. 18-0601 be adopted to authorize the issuance, sale, and delivery of general obligations bonds; designate an authorized representative; and delegate the negotiation and approval of financial documents and related matters. The motion was voted on and unanimously approved.**

**V. 2018-19 SCHOOL BOARD MEETING SCHEDULE**

Superintendent Noss reiterated that the proposed schedule avoids, as much as possible, conflicts with dates of Corvallis City Council work sessions. (The schedule and its associated transmittal page are posted online with the informational packet of this meeting, and a hard copy will be filed with the official 2017-18 board records.)

**MOTION:**

**It was moved by Director Conroy and seconded by Vice Chair Al-AbdRabbuh to adopt the 2018-19 school board meeting schedule as submitted. The motion was voted on and unanimously approved.**

**VI. EMPLOYMENT CONTRACTS – FINANCE AND OPERATIONS DIRECTOR AND HUMAN RESOURCES DIRECTOR; EMPLOYMENT CONTRACT ADDENDUM – ASSISTANT SUPERINTENDENT**

The board received the proposed employment contracts and addendum prior to the meeting. (The documents and their associated transmittal page are posted online with the informational packet of this meeting, and a hard copy will be filed with the official 2017-18 board records.)

Chair Adams expressed appreciation for the diligence and grace Ms. Meyers Buch, Ms. Duvall, and Mr. Bogatin bring to their work, and for the many hours they devote in service to the district.

**MOTION:**

**It was moved by Director Finger McDonald and seconded by Director Jones to approve the employment contracts and addendum as submitted. The motion was voted on and unanimously approved.**

**VII. ADJOURNMENT**

There being no further business before the Board, Chair Adams adjourned the meeting at 6:10 p.m.

\_\_\_\_\_  
Vincent Adams, Board Chair

\_\_\_\_\_  
Ryan Noss, Superintendent

Prepared By: Julie Catala

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UNADOPTED MINUTES



# Corvallis

SCHOOL DISTRICT

XIII.A.2. June 21, 2018

**MINUTES**  
Business Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

**I. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 6:30 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.

<u>BOARD MEMBERS PRESENT</u>	<u>EXECUTIVE STAFF PRESENT</u>
Vincent Adams, Chair Sami Al-AbdRabbuh, Vice Chair Judy Ball Jay Conroy Terese Jones Ed Junkins Sarah Finger McDonald	Ryan Noss, Superintendent Kevin Bogatin, Assistant Superintendent Jennifer Duvall, Human Resources Director Olivia Meyers Buch, Finance and Operations Director

A quorum was present and due notice had been published.

**II. PLEDGE OF ALLEGIANCE**

Chair Adams led the Pledge of Allegiance.

**III. BOARD MEMBER REPORTS (SCHOOL LIAISONS AND DISTRICT COMMITTEES/WORK GROUPS)**

Board members provided brief updates regarding the committees to which they liaise, their visits to schools, and their attendance at school events.

**IV. SUPERINTENDENT'S REPORT**

Superintendent Noss offered highlights from the past month and information regarding current and future initiatives. (His report is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)

**V. PUBLIC/STAFF COMMENT**

No one offered comments.

## **VI. PUBLIC HEARING FOR PUBLIC TESTIMONY ON THE 2018-19 BUDGET**

Chair Adams opened the public hearing. No one wished to testify. Chair Adams closed the public hearing.

## **VII. BUDGET ACTIONS – 2018-19 BUDGET**

### **A. Motions to Revise 2018-19 Budget**

No revisions were proposed.

### **B. Resolution No. 18-0603 – Adopt 2018-19 Budget, Make Appropriations, Impose Property Taxes and Categorize Taxes**

#### **MOTION:**

**It was moved by Director Ball and seconded by Director Jones that Resolution No. 18- 0603 be adopted to adopt the budget, make appropriations, impose property taxes, and categorize taxes for the 2018- 19 fiscal year. The motion was voted on and unanimously approved.**

## **VIII. SPECIAL REPORTS**

### **A. Essential Skills Update**

Presenters were Corvallis High School Principal Matt Boring, Crescent Valley High School Principal Aaron McKee, and Assessment and Data Specialist Laurie Corliss. The group shared highlights from a report the board received prior to the meeting. (The report has been posted online with the informational packet of this meeting, and will be filed with the official 2017-18 board records.) The presenters responded to questions from board members.

## **IX. AWARD CONTRACT FOR PROJECT MANAGEMENT SERVICES FOR 2018 FACILITIES BOND PROJECTS**

Presenters were Finance and Operations Director Olivia Meyers Buch, and Facilities and Transportation Director Kim Patten. Ms. Meyers Buch and Ms. Patten shared highlights from a report the board received prior to the meeting, in which a recommendation was made to award the contract for project management services to Wenaha Group. (The report has been posted online with the informational packet of this meeting, and will be filed with the official 2017-18 board records.) The presenters responded to questions from board members.

Discussion ensued regarding whether or not there were any potential conflicts of interest from the board or staff regarding the two finalists. No conflicts of interest were raised. Director Conroy suggested that future processes include a disclosure of conflicts of interest at the outset.

Superintendent Noss noted that the recommended vendor had core values similar to those of the district, which had been confirmed during reference checks. Superintendent Noss expressed confidence in Wenaha Group's ability to manage such a large scale project as the district's.

Facilities and Transportation Director Kim Patten said her confidence in going with a smaller firm is due in part to the fact that the members of the company are so committed to the project that they will be moving to Corvallis.

**MOTION:**

**It was moved by Director Jones and seconded by Director Finger McDonald to accept the interview panel's recommendation and award the contract for project management services for 2018 facilities bond projects to Wenaha Group, and to authorize Olivia Meyers Buch, Director of Finance and Operations, to enter into an agreement with Wenaha Group in alignment with this award. The motion was voted on and unanimously approved.**

**X. ELECTION OF OFFICERS FOR 2018-19**

**A. Chair**

Director Jones nominated Vincent Adams for the position of board chair. **The board voted on the nomination and it was unanimously approved.**

**B. Vice Chair**

Director Conroy nominated Sami Al-AbdRabbuh for the position of board vice chair. **The board voted on the nomination and it was unanimously approved.**

**XI. CONSOLIDATED ACTION**

**MOTION:**

**It was moved by Director Ball and seconded by Vice Chair Al-AbdRabbuh to approve the Consolidated Action items. The motion was voted on and unanimously approved.**

The following items were approved:

- A. Minutes** – May 10, 2018; May 17, 2018; May 24, 2018.
- B. Licensed Personnel Action** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- C. Secondary Science Curriculum Adoption** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)

- D. Resolution No. 18-0602 – Transfer of Appropriations in General Fund, Food Service Fund, and Designated Revenue Fund** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- E. Resolution No. 18-0604 – Designation of District Officers, Clerks, Agents, and Depositories of Funds (2018-19 Organizational Resolution)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- F. Insurance Renewals for 2018-19 (Property, Liability, Workers' Compensation)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- G. Award Contract for Substitute Employee Staffing Services** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- H. Approve Contract for Turf Replacement at Corvallis High School (Shaw Sports Turf)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- I. Approve Lease Purchase Agreement (Apple)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- J. Approve Lease Purchase Agreement (Insight)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- K. Approve Computer Hardware and Services Purchase (CVE Technologies)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- L. Addition of Positions to the Non-Represented Employee Salary Schedule: Maintenance Supervisor and Transportation Coordinator** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- M. Board Policy EE/EEA—Student Transportation Services—Revised—Second Reading** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- N. Board Policy EEACD—Use of District Activity Vehicles for Student Transportation—Revised—Second Reading** – (This document is posted online with

the informational packet of this meeting and will be filed with the official 2017-18 board records.)

- O. Board Policy KBA—Public Records—Revised—Second Reading** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- P. Board Policy KG—Community Use of District Facilities—Revised—Second Reading** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- Q. Board Policy KGB—Public Conduct on District Property—Revised—Second Reading** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- R. Board Policy LBE—Public Charter Schools—Revised—Second Reading** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)

## **XII. CONSOLIDATED INFORMATION**

- A. Non-Licensed Personnel Information** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- B. Unaudited Financial Statements - April 30, 2018 and May 31, 2018** – (These documents are posted online with the informational packet of this meeting and will be filed with the official 2017-18 board records.)
- C. 2018 Bond Program Goals – First Reading**
- D. Board Policy ING—Animals in District Facilities—Revised—First Reading**
- E. Board Policy GCDA/GDDA—Criminal Records Checks and Fingerprinting—Revised—First Reading**
- F. Administrative Regulation GCDA/GDDA-AR—Criminal Records Checks and Fingerprinting—Revised—For Information**
- G. Board Policy IICC—Volunteers—Revised—For Information**
- H. Board Policy EFA—Local Wellness and Nutrition Program—Revised—First Reading**
- I. Administrative Regulation EFA-AR—Local Wellness and Nutrition Program—Revised—For Information**

**XIII. ADJOURNMENT**

There being no further business before the Board, Chair Adams adjourned the meeting at 9:03 p.m.

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Vincent Adams, Board Chair

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Ryan Noss, Superintendent

Prepared By: Julie Catala

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UNADOPTED MINUTES



# Corvallis

SCHOOL DISTRICT

## XIII.B. Licensed Personnel Action



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Jennifer Duvall, Human Resources Director  
Meeting Date: August 16, 2018

### Licensed Personnel Action

### ACTION REQUESTED

1. Issue:

a. Recommendation to Hire

**Baldwin, Kathleen** – Special Education Teacher, 1.0 FTE, Linus Pauling Middle School effective 2018-19 school year (Probationary)

**Boyd-Berman, Holly** – Language Arts, 0.17 FTE, Crescent Valley High School effective 2018-19 school year (Temporary)

**Boyer, Nima** – Teacher on Special Assignment, Private Schools Instructional Support Specialist, 0.2 FTE, District Office effective 2018-19 school year (Temporary)

**Clocker, Elizabeth** – Elementary Teacher, 1.0 FTE, Hoover Elementary School effective 2018-19 school year (Probationary)

**Dubose, Maria** – Counselor, 0.5 FTE, Harding Center effective 2018-19 school year (Probationary)

**Gartner, Nathan** – Math Teacher, 1.0 FTE, Corvallis High School effective 2018-19 school year (Probationary)

**Giustino, Alicia** – Special Education Teacher, 1.0 FTE, Linus Pauling Middle School effective 2018-19 school year (Probationary)

**Hagen, Trey** – Art & Elective Teacher, 0.67 FTE, Cheldelin Middle School effective 2018-19 school year (Probationary)

**Luke, Jaime** – Social Studies Teacher, 1.0 FTE, Franklin School effective 2018-19 school year (Probationary)

**Kratochvil, Kayla** – Language Arts & Math Teacher, 1.0 FTE, Franklin School effective 2018-19 school year (Probationary)

**Marliave, Emma** – Physical Education & Health Teacher, 1.0 FTE, Linus Pauling Middle School effective 2018-19 school year (Probationary)



# Corvallis

## SCHOOL DISTRICT

**McQuillan, Alexis** – Science & Alternate Education, 0.5 FTE, Cheldelin Middle School effective 2018-19 school year (Probationary)

**Morrow, Karissa** – Biology Teacher, 0.67 FTE, Corvallis High School effective 2018-19 school year (Probationary)

**Muravez, Emily** – District Nurse, 1.0 FTE, District Office effective 2018-19 school year (Probationary)

**Pool, Amanda** – Elementary Teacher, 1.0 FTE, Lincoln Elementary School effective 2018-19 school year (Temporary)

**Reidlecker-Wolfe, Eva** – Biology Teacher, 0.17 FTE, Crescent Valley High School effective 2018-19 school year (Temporary)

**Reinwald, Stephanie** – Photo & Digital Imaging Teacher, 0.75 FTE, Crescent Valley High School effective 2018-19 school year (Probationary)

**Silvera, Mara** – Counselor, 1.0 FTE, Garfield Elementary School effective 2018-19 school year (Probationary)

b. [Additional Information/Leaves/Reduction](#)

**Dillon, Tim** – Special Education Teacher, 0.4 FTE, Hoover Elementary School; Resignation effective June 30, 2018

**Flores, Brenda** – Special education Teacher, 1.0 FTE, Corvallis High School; Resignation effective June 30, 2018

**Griffin, Lynne** – Assistant Coordinator/Teaching & Learning, 1.0 FTE, District Office; Resignation effective July 6, 2018

**Ponder, Amy** – RTI Specialist, .05 FTE, Hoover Elementary School; Resignation effective June 30, 2018

**MOTION REQUESTED:**

“I move to approve the Licensed Personnel action as submitted.”



# Corvallis

SCHOOL DISTRICT

XIII.C. Ratify 2018-19 Actions Taken In June 2018



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Julie Catala, Board Secretary  
Meeting Date: August 16, 2018

### **Ratify 2018-19 Actions Taken in June 2018**

### **ACTION REQUESTED**

#### Background

At two meetings in June, the School Board took action on several items for 2018-19. As a formality, district legal counsel advised ratifying those actions at the Board's first regular meeting the 2018-19 fiscal year. Those items were:

1. Election of Officers.
2. Board Meeting Schedule.
3. Resolution No. 18-0604 – Designation of District Officers, Clerks, Agents, and Depositories of Funds (2018-19 Organizational Resolution)

#### **ACTION REQUESTED:**

Ratify the 2018-19 actions.

#### **MOTION REQUESTED:**

"I move to ratify the 2018-19 actions that were taken by the Board in June 2018."



# Corvallis

SCHOOL DISTRICT

XIII.D. Award Contract for Taxi Services (Dial-A-Bus of Benton County)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: August 16, 2018

### **Award Contract for Taxi Services (Dial-A-Bus of Benton County)**

### **ACTION REQUESTED**

#### Background

The Corvallis School District provides individualized transportation services for more than 300 students daily. Students receive individualized services for a number of reasons including, but not limited to, physical, mental or emotional needs, provisions under the McKinney Vento law, transportation needs funded by DHS, or any transportation service that cannot be accommodated on a regular home to school route. Individualized transportation services are provided by school bus, taxi service, and on rare occasion through mileage reimbursement.

The district has contracted with Dial-a-Bus of Benton County for taxi service since 2014, and has developed a strong partnership with the district meeting the needs of our students in a respectful, caring, and timely manner. Our contract with Dial-a-Bus expired at the end of the 2017-18 school year, requiring staff to advertise a request for proposals for taxi services on June 15, 2018. One proposal for services was received from Dial-A-Bus of Benton County. The proposal met all of the requirements of the request for proposals, and the selection committee recommended proceeding with a contract.

#### Cost Impact

The total cost of taxi services for the 2017-18 school year was \$352,000. The proposed price increase for the 2018-19 school year is 6%, so the estimated cost increase would be approximately \$21,200, which is 70% reimbursable and has been considered and planned for in the 2018-19 adopted budget.

#### ACTION REQUESTED:

Authorize staff to enter into contract.

#### MOTION REQUESTED:

"I move that staff be authorized to enter into contract with Dial-A-Bus of Benton County for Taxi Services to support individualized student transportation as outlined in the request for proposal advertised on June 15, 2018."



# Corvallis

SCHOOL DISTRICT

XIII.E. Resolution No. 18-0801 – Authorize Execution of OSCIM Grant Agreement



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Olivia Meyers Buch, Finance and Operations Director  
Meeting Date: August 16, 2018

### **Resolution No. 18-0801 – Authorize Execution of OSCIM Grant Agreement**

### **ACTION REQUESTED**

#### **Background**

The OSCIM program was established by the 2015 Oregon Legislature through Senate Bill 477. The intent of the program is to provide matching grant funds to school districts in the hope that matching funds could help increase community support for school facility bond elections. The funds are distributed in two different ways: 60% of the grants are awarded on a “priority” basis to smaller, more rural districts with lower property value; and 40% of the grants are awarded on a “first-in-line” basis according to when applications are submitted.

Only districts that plan to have a bond measure on the ballot are allowed to apply, and a district must successfully pass its bond to collect the OSCIM grant dollars. On September 15, 2017, the district submitted the required materials to apply for funds for the May 2018 election cycle. Our district was not ranked high enough on the Priority List, nor was it selected in the lottery for the “first-in-line” funds, to receive a commitment of matching grant funds. The district was sixth in line for a \$6.2 million “priority” grant and third in line for a \$6.2 million “first-in-line” grant if other districts were unsuccessful in passing their bonds.

Some districts in line for OSCIM funds were unsuccessful in passing their May 2018 bonds. As a result, the Corvallis School District moved up the line and was awarded the maximum grant amount of \$6,234,147. These funds will be allocated to the Garfield Elementary renovation project and a like amount will be shifted to the bond program reserve to provide a cushion for unforeseen expenses with approved bond projects. As part of the OSCIM program, the School Board is required to adopt a resolution approving and authorizing the District to enter into a contract with the State of Oregon to receive the funds.

#### **ACTION REQUESTED:**

Authorize the execution of the grant agreement for partial financing of the Garfield Elementary renovation project in the amount of \$6,234,147.

#### **ATTACHED:**

Resolution No. 18-0801  
State of Oregon Article XI-P General Obligation Bond Program Grant Agreement

MOTION REQUESTED:

“I move that Resolution No. 18-0801 be adopted to approve and authorize the OSCIM grant agreement.”

Corvallis School District 509J  
**Resolution No. 18-0801**

**APPROVE AND AUTHORIZE OSCIM GRANT AGREEMENT**

**WHEREAS**, the Oregon Legislature enacted Senate Bill 447 which created the Oregon School Capital Improvement Matching Program (OSCIM);

**WHEREAS**, on May 21, 2018 the Oregon Department of Education formally notified the District that the District has qualified for and was awarded a capital matching grant of \$6,234,147 million under the OSCIM Program contingent on provision of matching funds by the District;

**WHEREAS**, at the May 15, 2018, general election, District voters approved the issuance of general obligation bonds in the amount of \$199,916,925 to finance capital costs, thereby providing the necessary matchings funds;

**WHEREAS**, in order to receive the OSCIM Grant, the District must enter into an OSCIM Grant Agreement with the Oregon Department of Education in the form of a contract attached to this resolution; and

**WHEREAS**, the OSCIM Grant Agreement requires the District's Board of Directors to authorize and approve the OSCIM Grant Agreement and authorize the execution of the agreement by a representative of the District.

**BE IT RESOLVED**, that the Corvallis School District hereby accepts the OSCIM Grant award of \$6,234,147; authorizes execution of the OSCIM Grant Agreement in substantially the form attached to this resolution; and authorizes Olivia Meyers Buch, Director of Finance and Operations, to execute the OSCIM Grant Agreement on behalf of the District.

**ADOPTED** by the Board of Directors of the Corvallis School District 509J, Benton and Linn Counties, Oregon this 16<sup>th</sup> day of August, 2018.

**CORVALLIS SCHOOL DISTRICT 509J  
BENTON AND LINN COUNTIES**

By: \_\_\_\_\_  
Vincent Adams, Board Chair

ATTEST:

\_\_\_\_\_  
Olivia Meyers Buch, Deputy Clerk

**STATE OF OREGON ARTICLE XI-P GENERAL OBLIGATION BOND PROGRAM  
GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made by the State of Oregon, acting by and through its Department of Education (“ODE”) and Corvallis School District 509J (“Grantee”) for financing of the project referred to above and described in Exhibit A (the “Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law.

This Agreement includes the following exhibits, incorporated into and made a part of this Agreement:

Exhibit A: Project Description

Exhibit A-1: Project Budget

Exhibit B: Evidence of Grantee Authorization and Local GO Bonds Matching Amount

Exhibit C: Form of Disbursement Request

Exhibit D: Project Completion Report

**SECTION 1 – DEFINITIONS OF KEY TERMS**

The following capitalized terms have the meanings assigned below.

“Act” means Article XI-P of the Oregon Constitution and applicable laws of the State, including, without limitation, Oregon Revised Statutes (“ORS”) 286A.796 to 286A.806, all as amended from time to time, inclusive.

“Agreement” has the meaning set forth above.

“Bond Counsel” means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

“Bonds” means, the State of Oregon General Obligation Bonds or other obligations which may be issued in one or more series and from time to time pursuant to the Act, a portion of the sale proceeds of which are used to fund the Grant.

“Bond Bill” means the budget authorization for bond issuance established under ORS 286A.035 for the issuance of the Bonds by the State pursuant to the Act.

“Capital Costs” has the meaning given in Article XI-P of the Oregon Constitution.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Counsel” means an Assistant or Special Assistant Attorney General of the State who advises the State.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Delivery Date” means the date on which the Bonds are issued and the proceeds are delivered to the State.

“Disbursement Request” means the request from the Grantee to ODE for disbursement of all or a portion of the Grant Amount as set forth in Section 4, in the form and containing the information and certifications set forth in Exhibit C.

“Event of Default” has the meaning set forth in Section 8.

“Grant” means the grant funds provided by the State through the Oregon School Capital Improvement Matching Program to match the Grantee’s Local GO Bonds, as further described in Section 2.

“Grant Amount” means the amount of proceeds from the sale of the Bonds, not to exceed \$6,234,147.00

“Grantee’s Counsel” means local counsel to the Grantee, bond counsel to the Grantee or any combination thereof.

“Local GO Bonds” means the general obligation bonds approved by the voters of the Grantee for the purpose of financing the Project for which the Grantee applied for the Grant from the State.

“Matching Amount” has the meaning set forth in Section 3.

“ODE” has the meaning set forth above.

“Project” means the project identified in the ballot measure title, question and summary approved by the voters of the Grantee, which is attached to Exhibit A.

“Project Completion Deadline” means no longer than 36 months after the respective Delivery Date of the Bonds issued to fund the Project Costs or such longer period of time as may be agreed in writing by the parties to this Agreement.

“Project Costs” means Grantee’s actual costs associated with the Project to the extent those costs are (a) Capital Costs that are necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under the Act and this Agreement. Project Costs do not include internal costs charged to the Project by Grantee or payments made to Related Parties. Project Costs do not include any costs that cannot be paid for with proceeds of Bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and

in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“State” means the State of Oregon, acting by and through its agencies including but not limited to ODE, Treasury, and any other agency authorized to administer proceeds and payment of the Bonds.

“Treasury” means the Office of the State Treasurer of the State of Oregon.

## SECTION 2 – GRANT

- A. ODE shall provide the Recipient, and the Recipient shall accept from ODE, the Grant in an aggregate amount not to exceed the Grant Amount. The Grant will be made from the proceeds from the sale of the Bonds.
- B. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Bonds are issued by the State, nothing in this Agreement is intended to obligate the State to issue the Bonds. The Bonds shall be issued only as provided under the Act, by the State Treasurer, with the concurrence of the Director of the Oregon Department of Administrative Services, subject to (1) the request of the Superintendent of Public Instruction, pursuant to ORS 286A.798(1)(a), and (2) the Bond Bill for the biennium.
- C. Notwithstanding that the Grantee may issue its Local GO Bonds with original issue premium or original issue discount, in no event shall the Grant Amount exceed the lesser of (i) the proceeds of the Local GO Bonds received by the Grantee or (ii) the principal amount of the Local GO Bonds.

## SECTION 3 – MATCHING AMOUNT

Pursuant to the Act, the Grantee hereby represents, warrants and certifies to the State, Treasury, ODE, Bond Counsel and Counsel that the “matching funds” required under Article XI-P of the Oregon Constitution (the “Matching Amount”) shall be evidenced prior to the disbursement of any portion of the Grant by the State to the Grantee, consistent with the requirements of Section 4 of this Agreement. The Matching Amount shall:

- (a) meet or exceed the Grant Amount;
- (b) be from Local GO Bonds that have been issued by the Grantee; and
- (c) be confirmed to the satisfaction of the State, Counsel and Bond Counsel by the delivery of the documentary evidence as set forth in Exhibit B hereto, all of which shall be true and correct.

## SECTION 4 – DISBURSEMENTS

- A. Disbursement Requests. To receive any portion of the Grant Amount, Grantee shall deliver to ODE its Disbursement Request. Grantee's Disbursement Request must describe all work performed with particularity and shall itemize and explain all expenses for which reimbursement or direct payment is claimed in detail, including sufficient detail to allow ODE to determine the extent to which such expenses are Capital Costs.
- B. Conditions to Disbursements. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Local GO Bonds are issued by the Grantee, the obligation of the State to disburse any portion of the Grant to the Grantee under this Agreement is expressly conditioned on the satisfaction of all of the following conditions on each date of disbursement.
- (1) Local GO Bonds must be closed and proceeds delivered to the Grantee within six months of the date of the election at which the Local GO Bonds were approved.
  - (2) Delivery of the documentary evidence of the Matching Amount, as required by Section 3(c) of this Agreement, satisfactory to the State, Counsel and Bond Counsel.
  - (3) Execution and delivery of this Agreement by an authorized officer of Grantee and the State.
  - (4) Delivery of an opinion of Grantee's Counsel that satisfies the requirements set forth in Section 4. C. of this Agreement.
  - (5) The representations, certifications, covenants and warranties made by Grantee in this Agreement are true and correct as if made on such date.
  - (6) There is no Default or Event of Default.
  - (7) The State has received net proceeds from the sale of the Bonds sufficient to make the disbursements, and ODE, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.
  - (8) The State has received the Certificate from the Grantee's auditors described in Section 6. F. hereof.
  - (9) Satisfaction of all terms and conditions for disbursements as set forth herein.
- C. Opinion of Grantee's Counsel. On or before the date of the first Disbursement Request, there shall be delivered to the State, Counsel and Bond Counsel, an opinion of Grantee's Counsel, subject to appropriate assumptions, qualifications, certifications and representations, acceptable to the State, Counsel and Bond Counsel, to the effect that (i) the Grantee has issued valid general obligation bonds (which may be satisfied by a reliance letter addressed to the State on the approving opinion of bond counsel to the Grantee with respect to the Local GO Bonds); and (ii) this Agreement has been duly executed and

delivered by, and constitutes a valid and binding obligation of, Grantee, enforceable against Grantee in accordance with its terms and that Grantee has taken all actions necessary to and has full authority and power to incur and perform its obligations under this Agreement and to receive financing for and to carry out the Project.

D. Disbursement by ODE; Waiver of Conditions.

- (1) Upon receipt of a Disbursement Request, satisfaction of the conditions set forth in this Agreement and ODE's review and approval of the Project Costs set forth in the Disbursement Request, ODE shall disburse or cause to be disbursed the requested portion of the Grant Amount to Grantee as soon as practicable and not later than 30 days after ODE has received the Disbursement Request.
- (2) ODE may, in its sole discretion, waive any of the conditions to disbursement set forth in this Agreement and otherwise determine to disburse or cause to be disbursed any portion of the Grant Amount to the Grantee in the event of a written appeal from the Grantee that demonstrates financial need or other unforeseen circumstances.

E. Disbursement Deadline. The State's obligation to make, and the Grantee's right to request, disbursements under this Agreement terminates on the Project Completion Deadline.

**SECTION 5 – USE OF FINANCIAL ASSISTANCE**

- A. Use of Proceeds. Grantee shall use disbursements of the Grant only to reimburse itself or to pay directly for Project Costs incurred by Grantee as set forth in and in compliance with Grantee's certifications in its Disbursement Request.
- B. Project Costs Otherwise Paid. Grantee understands that federal tax law prohibits the State and the Grantee from issuing more tax-exempt debt than necessary to pay Project Costs. Accordingly, Grantee may not use any proceeds of the Grant to pay Project Costs that have otherwise been provided for, whether from proceeds of the Grantee's own tax-exempt debt, by proceeds of a third party grant whose use is restricted to the payment of costs of the Project, or by equity of the Grantee otherwise irrevocably dedicated to pay costs of the Project.
- C. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds will be retained by the State and may be applied to any purposes consistent with the Act and subject to the limitations of the Internal Revenue Code with respect to the use of the proceeds of the Bonds.
- D. Unexpended Proceeds. If the full Grant Amount is not required to pay Project Costs that were incurred by Grantee on or before the Project Completion Deadline, the State will retain the excess and may apply such amounts to any purposes consistent with the Act and

subject to the limitations of the Internal Revenue Code with respect to the use of proceeds of the Bonds.

- E. No Grant Amounts to Satisfy Matching Amount. The Recipient shall in no circumstances use the Grant Amount to satisfy the Matching Amount requirement of the Act.

**SECTION 6 – REPRESENTATIONS AND WARRANTIES OF GRANTEE**

Grantee represents and warrants to the State:

A. Organization and Authority.

- (1) Grantee is a school district, as defined in ORS 328.001(3), validly created and existing under the laws of the State of Oregon.
- (2) The official actions by which Grantee has authorized the Project, the Local GO Bonds and the execution, delivery and performance of this Agreement are attached hereto as set forth in Exhibit B. Grantee will use the Project as set forth in the authorizing documents for its Local GO Bonds attached hereto in Exhibits A and B.
- (3) Grantee has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.
- (4) This Agreement has been duly authorized and executed by an authorized representative of Grantee, and when executed by ODE, is legal, valid and binding, and enforceable in accordance with its terms.

B. Full Disclosure. Grantee has disclosed in writing to ODE all facts that reasonably could have a material adverse effect on the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Matching Amount, the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Except as disclosed by Grantee in writing to ODE, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

D. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.
- (2) Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument related to the Project to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the organizational or other documents pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee's properties or operations.

F. Certificate of Capitalization of Project Costs. Grantee agrees to provide ODE with a certificate from an independent accountant or firm of independent accountants stating that any Project Costs for repair, remediation or deferred maintenance of Grantee facilities are eligible to be capitalized under generally accepted accounting principles promulgated by GASB.

G. Governmental Consent. Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12).

**SECTION 7 – COVENANTS OF GRANTEE**

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

A. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement, the Project and the Matching Amount. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

B. Reporting Obligations.

- (1) Within 90 days after the Project Completion Date, Grantee shall furnish the State with a final report on Grantee's expenditure of the Grant and the Matching Amount; and
- (2) Grantee shall provide such additional reports as the State may reasonably request from time to time.

C. Coordination with State. The Grantee agrees to work with the State to facilitate the cost-effective issuance and sale of the Bonds, and to provide any information and execute such documents, agreement and certificates as the State, Counsel or Bond Counsel may reasonably request in connection with the sale and issuance of the Bonds from time to time.

D. Real Property. Legal title to all real property financed with the Grant shall be owned in fee simple by Grantee, free and clear of all encumbrances other than minor encumbrances. Grantee shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grantee suffers a loss that is covered by title insurance, insurance proceeds will be used to remedy the loss if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance).

E. Operation and Maintenance of the Project. Grantee agrees to complete the Project consistent with the approval by the voters of the Grantee of the Local GO Bonds and in accordance with the Project plans, specifications and budget and, if applicable, to contract with competent, properly licensed and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state and local laws regulating projects of the same type and purpose. If applicable, Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to require that the Project meets applicable standards of survival in good condition. Prior to commencement of Project construction, if any, Grantee shall require the general contractor for the Project, if any, to procure and maintain in full force and effect throughout the entire time of construction and until one year after the date construction of the Project is complete, a performance and payment bond for the faithful performance and payment of all of the contractor's obligations for the total cost of the Project. The Grantee shall be named as the obligee on the bond. Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public education benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.

F. Insurance, Damage. Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar

facilities. If the Project or any portion is destroyed, insurance proceeds will be used to restore the Project to its prior condition if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed the State in writing that the insurance proceeds will be used to rebuild the Project.

- G. Sales, Leases and Encumbrances. So long as the Bonds, or any obligations issued to refund the Bonds, are outstanding, Grantee shall not sell, transfer, encumber, lease or otherwise dispose of any property paid for with disbursements of the Grant, unless the State has granted prior, written consent. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), for the defeasance or prepayment of debt service on such Bonds, unless the State agrees otherwise in writing.
- H. Condemnation Proceeds. If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has, after consultation with the State and Bond Counsel, informed the State in writing that the condemnation proceeds will be used to rebuild the Project. The State shall consult with Bond Counsel and Grantee regarding the use of any proceeds paid to the State.
- I. Financial Records. Grantee shall keep accurate books and records for the use of the Grant and the Matching Amount, and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board (or any successor thereto) in effect at the time.
- J. Inspections; Information. Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.
- K. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, the Grant or the Matching Amount until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.
- L. Notice of Default. Grantee shall give ODE prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.

- M. Indemnity; Release. To the extent permitted by law, Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys’ fees and expenses at trial, on appeal and in connection with any petition for review, related to: (a) the tax-exempt status of interest on the Bonds and any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds arising from the Project or the actions, omissions or representations of Grantee; (b) any federal arbitrage and rebate penalties arising from the actions of Grantee; (c) the construction, use or condition of the Project; and (d) any actual or alleged act or omission by Grantee, or its employees, agents or contractors.
- N. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds. Grantee acknowledges that the Grant will be funded with the proceeds of Bonds the interest on which is excluded from gross income for federal tax purposes. Grantee further acknowledges that the tax status of the Bonds could be adversely affected if Grantee’s representations regarding the Project Costs are unreasonable or if Grantee includes, as Project Costs, amounts that are properly characterized as working capital expenditures. Grantee agrees to comply with all applicable provisions of the Code necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes.

## SECTION 8 – EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default” of Grantee:

- A. Any false or misleading representation is made by or on behalf of Grantee, in this Agreement or in any document provided by Grantee to the State related to this Grant, the Matching Amount or the Project.
- B. Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this Section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by ODE, or such longer period as ODE may agree to in writing, if ODE determines Grantee has instituted and is diligently pursuing corrective action.

## SECTION 9 – REMEDIES

- A. Remedies. Upon any Event of Default, the State may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance, but not including acceleration) to collect amounts due or to become due or to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (1) Terminating ODE’s commitment and obligation to make any further disbursements of the Grant under this Agreement.
- (2) While any of the Grant remains undisbursed, withholding amounts otherwise due to Grantee.
- (3) Requiring repayment of the Grant (including any costs of defeasing the portion of the Bonds relating to the Project (including all allocable costs of issuance), if necessary and the State’s costs of exercising its remedies under this Agreement, including reasonable attorney’s fees and costs.

If, as a result of an Event of Default, the State demands return of the portion of the Grant moneys related to the Event of Default, the State may deduct such amount from other payments due from the State or any agency of the State to Grantee and legally available for such purpose, including but not limited to, any disbursements to Grantee from the State School Fund (after any moneys paid by ODE under an intercept agreement pursuant to the State School Bond Guaranty Program, ORS 328.284 or 238.698 or other intercept agreements entered into prior to the date of this Agreement) and any payment to Grantee from the State under any other agreement, present or future, between the State or any agency of the State and Grantee.

- B. Application of Moneys. Any moneys collected by the State pursuant to Section 9.A will be applied first, to pay any reasonable attorneys’ fees and other fees and expenses incurred by the State; then, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Agreement.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to the State is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The State is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 8.B.
- D. Default by the State; Remedies of Grantee. In the event the State defaults on any obligation in this Agreement, Grantee’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of the State’s obligations.

**SECTION 10 – MISCELLANEOUS**

- A. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (2) This Agreement will be binding upon and inure to the benefit of ODE, Grantee, and their respective successors and permitted assigns.
- (3) Grantee may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of ODE, which consent will not be unreasonably withheld. ODE may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Grantee shall pay, or cause to be paid to ODE, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys' fees of ODE's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of the State beyond those in this Agreement, nor ODE's assignment relieve Grantee of any of its duties or obligations under this Agreement.
- (4) Grantee hereby approves and consents to any assignment or transfer of the administration of this Agreement that ODE deems to be necessary to any other agency of the State.

C. Disclaimer of Warranties; Limitation of Liability. Grantee agrees that:

- (1) The State makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event is the State, any agency of the State or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to ODE: Michael Elliott, School Facilities Coordinator  
Department of Education  
255 Capitol Street NE  
Salem, Oregon 97310

If to Grantee: Olivia Meyers Buch, Director of Finance and Operations  
Corvallis School District  
1555 SW 35<sup>th</sup> Street  
Corvallis, Oregon 97333

- E. No Construction Against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Survival. Except as provided in Section 7.K and 7.N, and notwithstanding any other provision of this Agreement, the obligations of the parties under this Agreement survive disbursement of the Grant Amount and payment of the Bonds and do not terminate until the date that the Bonds, including any obligations issued to refund the Bonds are no longer outstanding.
- H. Amendments, Waivers. This Agreement may not be amended without the prior written consent of the State (and when required, Counsel or review by Bond Counsel) and Grantee. This Agreement may not be amended in a manner that is not in compliance with the Act or the provisions of the Code applicable to obligations bearing interest that is excludable from gross income. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

In the event that federal rules or federal laws change in a manner that affects the administration of this Agreement, the proceeds of the Bonds or the payment of debt service on the Bonds, the State and the Grantee agree to cooperate to implement any amendments to this Agreement that the parties deem necessary.

- I. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to the State by its attorneys.
- J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the

State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court. This paragraph is also not a waiver by the State of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. False Claims. Grantee will refer to the ODE contact designated to receive notices under this Agreement any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.
- M. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through the  
Department of Education

**CORVALLIS SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: Rick Crager  
Title: Assistant Superintendent Office of  
Finance and Administration

By: \_\_\_\_\_  
Name: Olivia Meyers Buch  
Title: Director of Finance and  
Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
[ Assistant Attorney General ]

## EXHIBIT A – PROJECT DESCRIPTION

**Notice of Measure Election**  
**District**

2-113

**SEL 803**

rev 01/18 ORS 250.035,  
250.041, 255.145, 255.345

Notice			
<b>Date of Notice</b> February 15, 2018	<b>Name of District</b> Corvallis School District	<b>Name of County or Counties</b> Benton/Linn	<b>Date of Election</b> May 15, 2018

**Final Ballot Title** The following is the final ballot title of the measure to be submitted to the district's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

**Caption** 10 words which reasonably identifies the subject of the measure.

BONDS TO EXPAND, MODERNIZE SCHOOLS; ADDRESS OVERCROWDING; MAKE SAFETY IMPROVEMENTS

**Question** 20 words which plainly phrases the chief purpose of the measure.

Shall Corvallis School District improve safety and security; replace and expand schools and address overcrowding by issuing \$199,916,925 in bonds? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

**Summary** 175 words which concisely and impartially summarizes the measure and its major effect.

If approved, the District would issue general obligation bonds to finance the following capital projects:

- Safety and security enhancements including seismic upgrades, secure main entrances, controlled access locks, lighting and video surveillance.
- Replacement of Hoover Elementary and Lincoln Elementary to address overcrowding and ensure access to modern classrooms. Buildings to be constructed on same sites in phases that allow students to remain on site.
- Capital repairs and improvements at other district facilities to extend the life of existing buildings including replacement of dated and inefficient mechanical, electrical, plumbing, and heating/ventilations systems, and roof, window and door replacements.
- Elementary school additions to replace all unsecure and inefficient modular classrooms, create dedicated spaces for music and art/science instruction, and add multi-purpose dining commons separate from physical education/gymnasium spaces.
- Expansion and renovation of classroom spaces to modernize hands-on learning for secondary career and technical education.
- Demolition, site improvements, furnishings and equipment, and fees associated with bond issuance costs.

The bonds would mature in 20 years or less from date of issuance.

**Explanatory Statement** 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:  
 → any measure referred by the district elections authority; or  
 → any initiative or referendum, if required by local ordinance.

**Explanatory Statement Attached?**     Yes     No

**Authorized District Official** Not required to be notarized.

<b>Name</b> Ryan Noss	<b>Title</b> Superintendent
<b>Mailing Address</b> 1555 SW 35th Street, Corvallis, OR 97333	<b>Contact Phone</b> 541-757-5811

*By signing this document:*  
 → I hereby state that I am authorized by the district elections authority to submit this Notice of Measure Election; and  
 → I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

FILED

Ryan Noss

Signature

FEB 15 2018

2/15/18

Date Signed

Time: 2:37 AM (PM)

Deputy: AN

**EXHIBIT A-1 – PROJECT BUDGET**

Grant Amount: \$6,234,147  
Matching Amount: \$15,201,657  
  
Other Amounts: \$0  
Total Project Budget: \$21,435,804

<u>Project Component</u>	<u>Total Budget</u>	<u>OSCIM Grant Portion</u>	<u>Total</u>
Garfield Elementary Renovation	\$15,201,657	\$6,234,147	\$21,435,804

**EXHIBIT B – EVIDENCE OF GRANTEE AUTHORIZATION AND LOCAL GO BONDS MATCHING AMOUNT; OTHER CONDITIONS TO DISBURSEMENT**

The following shall be attached hereto:

Local GO Bond Documents

- Board Resolution calling the ballot measure election;
- Sample Official Ballots;
- Abstracts of Votes from county elections office(s);
- District's Determination of Election Results;
- Board Resolution authorizing the issuance of Local GO Bonds;
- Certificate of District evidencing compliance with debt limitations and capacity;
- Executed copy of Approving Opinion of Bond Counsel with Reliance Letter addressed to the State

Grant Agreement Required Documents

- Board Resolution authorizing the execution of the Grant Agreement;
- Opinion of Grantee's Counsel Required by Section 4. C. of Grant Agreement;
- Certificate from the Grantee's auditors described in Section 6. F. of Grant Agreement

## EXHIBIT C – FORM OF DISBURSEMENT REQUEST

### DISBURSEMENT REQUEST

DATED: [insert date of request]

Project Name: Garfield Elementary Renovation

Bonds: Article XI-P Bond Series Number: 201[ ] Series [...]

Date of Grant Agreement: [ ]

Name of Grant Grantee: Corvallis School District

On behalf of Corvallis School District (the “Grantee”) I hereby request a total disbursement of \$ \_\_\_\_ (the “Disbursement”) under the Grant Agreement identified above (the “Grant Agreement”). The following representations and certifications are made by the Grantee in connection with this Disbursement Request:

1. As of the date of this Disbursement Request, Grantee has spent a portion of the Grant Amount in the amount of \$ \_\_\_\_ as detailed on the attached list and documentation.
2. All of the Disbursements requested by this Disbursement Request will be used to reimburse Grantee for payments that Grantee has made or to make payments for Project Costs that are currently payable by Grantee.
3. With respect to amounts of the Disbursement used to reimburse Grantee, none of the expenditures that Grantee has requested for reimbursement were paid from the Matching Amount.
4. Grantee is eligible to receive the Disbursement under the terms of the Grant Agreement, and has satisfied all conditions that the Grant Agreement requires be satisfied for ODE to make the Disbursement.
5. The invoices or other documents provided to ODE in connection with this Disbursement Request evidence that the Project Costs to be paid from the Disbursement have been paid or are currently payable by Grantee.
6. All the Disbursements will be used to pay for Project Costs that have not been previously paid from disbursements under the Grant.
7. Except as disclosed by Grantee in writing to ODE, and attached hereto as an Exhibit, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely

determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

8. All representations of Grantee in the Grant Agreement are true and correct on the date of this Reimbursement Request and all warranties by Grantee in the Grant Agreement continue to be in effect.

9. There is no Default or Event of Default occurring under the Grant Agreement.

The certifications in this Disbursement Request are true and accurate to the best of my knowledge and belief, after reasonable investigation.

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Grant Agreement.

**CORVALLIS SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: Olivia Meyers Buch  
Title: Director of Finance and Operations

Date: \_\_\_\_\_

**EXHIBIT D – PROJECT COMPLETION REPORT**

[To Be Provided By Grantee Upon Project Completion]



# Corvallis

SCHOOL DISTRICT

XIII.F. Board Policy GBK/KGC: Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems—Revised—Second Reading



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Erika Cook  
Meeting Date: August 16, 2018

**ACTION REQUIRED**

### Board Policy

Policy GBK/KGC—Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems—Revised—Second Reading

### Background

Senate Bill 754 raised the minimum age for selling to or distributing of tobacco products or inhalant delivery systems to persons, from 18 to 21 years of age. Further, it prohibits the possession of tobacco products or inhalant delivery systems for persons under the age 21 on district grounds, in a district facility, or while at a district-sponsored activity.

To minimize confusion, the Oregon School Boards has removed JFCG from the policy code GBK/KGC—Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems. and all language related to student use, possession, etc. The required language to prohibit student use or possession of tobacco products and inhalant delivery systems remains in policy JFCH—Use of Tobacco products, Alcohol, Drugs, or Inhalant Delivery Systems.

Policy GBK/KGC is required, edits provided by OSBA 2/08/2018. Last CSD adoption 9/12/2011.

### Involvement

Staff members: Kevin Bogatin, Erika Cook

### Cost Impact

None.

### Action Requested

Adoption of the revised policy.

## **Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems**

The Board establishes a school and working environment that is free of smoke, aerosols, and vapors containing inhalants.

Use, distribution, or sale of tobacco products or inhalant delivery systems by staff on district property, including parking lots, at district-sponsored events, in district-owned, rented, or leased vehicles, or otherwise on duty on or off district premises is prohibited.

Use, distribution, or sale of tobacco products or inhalant delivery systems by all others on district property, including parking lots, at district-sponsored events on or off district property, or in district vehicles is prohibited.

Staff and/or all others authorized to use any private vehicles to transport district students to school-sponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purpose of this policy, “tobacco products” is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form. This does not include products that are USFDA approved for sale as a tobacco cessation product or for other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy, “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device, or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include products that are USFDA approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

Clothing, bags, hats, or other personal items used by staff to display, promote, or advertise tobacco products or inhalant delivery systems are prohibited on district grounds, including parking lots, at school-sponsored activities, or in district vehicles. Advertising is prohibited in all school buildings, school-sponsored publications, on district grounds, including parking lots, and at all school-sponsored activities. District acceptance of gifts, funds, or sponsorships from the tobacco products and inhalant delivery system industries is similarly prohibited. The tobacco

free zone will be advertised on all campuses in highly visible places.

Staff violations of this policy will lead to appropriate disciplinary action up to and including dismissal. Violations by all others will result in appropriate sanctions as determined and imposed by the superintendent or Board. Information about community resources and/or cessation programs to help overcome tobacco use may be provided.

The superintendent shall consult with local officials to promote enforcement of law that prohibits the use or possession of tobacco products or inhalant delivery systems by persons under 21 years of age on or off district grounds or at district-sponsored activities.

Building administrators will include this policy in staff handbooks, review the policy at annual in-service with all staff, and ask staff members not to use tobacco near campuses in view of students. Policy information also will be provided to all new employees and available to visitors. The athletic directors will review this policy with all coaches, paid and volunteer.

END OF POLICY

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Legal Reference(s):

[ORS 332.107](#)

[ORS 336.227](#)

[ORS 339.883](#)

[ORS 431A.175](#)

[ORS 433.835 to 433.990](#)

[OAR 581-021-0110](#)

[OAR 581-053-0015](#)

[OAR 581-053-0230\(9\)\(s\)](#)

[OAR 581-053-0330\(1\)\(m\)](#)

[OAR 581-053-0430\(12\)](#)

[OAR 581-053-0531\(11\)](#)

Pro-Children Act of 1994, 20 U.S.C. Sections 6081-6084 (2017).

Cross Reference(s):

Policy JFCH—Use of Tobacco, Alcohol, or Drugs

Policy KGB—Public Conduct on District Property



# Corvallis

SCHOOL DISTRICT

XIII.G. Board Policy KGC/GBK: Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems—Revised—Second Reading

## **Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems**

The Board establishes a school and working environment that is free of smoke, aerosols, and vapors containing inhalants.

Use, distribution, or sale of tobacco products or inhalant delivery systems by staff on district property, including parking lots, at district-sponsored events, in district-owned, rented, or leased vehicles, or otherwise on duty on or off district premises is prohibited.

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Staff and/or all others authorized to use any private vehicles to transport district students to school-sponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purpose of this policy, “tobacco products” is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form. This does not include products that are USFDA approved for sale as a tobacco cessation product or for other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy, “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device, or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include products that are USFDA approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

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free zone will be advertised on all campuses in highly visible places.

Staff violations of this policy will lead to appropriate disciplinary action up to and including dismissal. Violations by all others will result in appropriate sanctions as determined and imposed by the superintendent or Board. Information about community resources and/or cessation programs to help overcome tobacco use may be provided.

The superintendent shall consult with local officials to promote enforcement of law that prohibits the use or possession of tobacco products or inhalant delivery systems by persons under 21 years of age on or off district grounds or at district-sponsored activities.

Building administrators will include this policy in staff handbooks, review the policy at annual in-service with all staff, and ask staff members not to use tobacco near campuses in view of students. Policy information also will be provided to all new employees and available to visitors. The athletic directors will review this policy with all coaches, paid and volunteer.

END OF POLICY

---

Legal Reference(s):

[ORS 332.107](#)

[ORS 336.227](#)

[ORS 339.883](#)

[ORS 431A.175](#)

[ORS 433.835 to 433.990](#)

[OAR 581-021-0110](#)

[OAR 581-053-0015](#)

[OAR 581-053-0230\(9\)\(s\)](#)

[OAR 581-053-0330\(1\)\(m\)](#)

[OAR 581-053-0430\(12\)](#)

[OAR 581-053-0531\(11\)](#)

Pro-Children Act of 1994, 20 U.S.C. Sections 6081-6084 (2017).

Cross Reference(s):

Policy JFCH—Use of Tobacco, Alcohol, or Drugs

Policy KGB—Public Conduct on District Property



# Corvallis

SCHOOL DISTRICT

XIII.H. Board Policy EFA—Local Wellness and Nutrition Program—Revised—  
Second Reading



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Erika Cook  
Meeting Date: August 16, 2018

**ACTION REQUIRED**

### Board Policy & Administrative Regulation

EFA—Local Wellness and Nutrition Program—Revised—Second Reading  
EFA-AR—Local Wellness and Nutrition Program—Revised—For Information

### Background

*As this is an OSBA required policy, we recommend adopting the policy and administrative regulation as is to reflect OSBA recommendations and the work of the wellness committee in constructing the administrative process. Future edits to the procedural AR may be brought to the Board as needed at the request of the wellness committee.*

The new rules for the Healthy Hunger Free Kids Act of 2010 were released by the U.S. Department of Agriculture. The Oregon School Boards Association in collaboration with the Oregon Department of Education have made major changes to the policy and updated several sections of the administrative regulation. The revisions to this policy and the accompanying administrative regulation reflect the new requirements.

The policy will be required as part of the ODE child nutrition audit beginning with the 2017-18 school year. The administrative regulation assists the district in clarifying the implementation of this policy.

Policy EFA is required, edits provided by OSBA 6/27/2017. Last CSD adoption 2/08/2016. Administrative regulation EFA-AR is optional, edits provided by OSBA 4/13/2017. Last CSD adoption on 2/8/2016.

### Involvement

Staff members: Kevin Bogatin, Erika Cook, Amy Lesan

### Cost Impact

None.

### Action Requested

Adoption of the revised policy.

## **Local Wellness/Nutrition Program**

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

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

The school district will engage students, parents, staff (including but not limited to physical education and school health professionals), food industry professionals, health professionals, the School Board, school administrators, and other interested community members in developing, implementing, monitoring, and periodically reviewing and updating district-wide nutrition and physical activity policies.

### **Nutrition Promotion and Nutrition Education**

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

Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

### **Nutrition Guidelines**

It is the intent of the Board that district schools be proactive in encouraging students to make nutritious food choices. All food and beverage items sold to students in district schools as part of the regular or extended school day shall meet the minimum state and federal standards.

Exceptions to this requirement include items that are part of the NSLP or SBP. Other exceptions are foods and beverages provided in the following instances:

1. When the school is the site of school-related events (e.g., classroom celebrations) or other events for which parents and other adults are a significant part of an audience; or
2. The sale of food or beverage items before, during or after a sporting event, interscholastic activity, a play, band, or choir concert.

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

### **Reimbursable School Meals**

To the maximum extent possible, all district schools will participate in available federal school meal programs (including the SBP, NSLP, and Child Adult Care Food Program).

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

### **Physical Education/Activity**

All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis. Physical activity should be included in a school's daily education program for all grades. Physical activity should include regular instructional physical education as well as co-curricular activities, and recess. The district will develop and assess student performance standards and program minute requirements<sup>1</sup> in order to meet the ODE's physical education content standards and state law<sup>1</sup>.

### **School Employee Wellness**

The district encourages school staff to pursue and maintain a healthy lifestyle that contributes to individual improved health, improved morale, and a greater personal commitment to the school's overall wellness program. The district will work with community partners to identify programs, services and resources to enrich district-wide wellness.

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<sup>1</sup>HB 3141 (effective 2017-2018 school year)

## **Evaluation of Local Wellness Policy**

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

The district will make available to the public an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy, and a description of the progress being made in attaining the goals of this policy every three years.

The superintendent or designee will develop administrative regulations as necessary to implement the goals of this policy throughout the district.

END OF POLICY

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### Legal Reference(s):

ORS 329.496

[ORS 332.107](#)

[ORS 336.423](#)

[OAR 581-051-0100](#)

[OAR 581-051-0305](#)

[OAR 581-051-0310](#)

[OAR 581-051-0400](#)

National School Lunch Program, 7 C.F.R. Part 210 (2006).

School Breakfast Program, 7 C.F.R. Part 220 (2006).

Healthy, Hunger-Free Kids Act of 2010, Public Law 111-296 Section 204.



# Corvallis

SCHOOL DISTRICT

## XIV. CONSOLIDATED INFORMATION

### XIV.A. Non-Licensed Personnel Information



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Jennifer Duvall, Human Resources Director  
Meeting Date: August 16, 2018

### **Non-licensed Personnel Information**

### **NO ACTION REQUIRED**

#### Recommendation to Hire

Sara Juranek: Library Media Assistant 2, 4 hours, District Office, effective August 28, 2018  
(Regular/Probationary)

Megan Mahoney: Administrative Assistant 2, 4 hours, District Office, effective August 1, 2018  
(Regular/Probationary)

Jennifer Hanson: Educational Assistant 2, 5 hours, Mt. View Elementary, effective August 28, 2018  
(Regular/Probationary)

Karen Ehresman: Educational Assistant 2, 5 hours, Mt. View Elementary, effective August 28, 2018  
(Regular/Probationary)

Mark Lovejoy: Educational Assistant 2, 8 hours, Harding Center, effective August 28, 2018  
(Regular/Probationary)

Nathan Morales: Educational Assistant 2, 7 hours, Cheldelin Middle School, effective August 28, 2018 (Limited Term)

Isaiah Devyldere: Educational Assistant 2, 3.5 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)

Salam Althahabi: Educational Assistant 3, 2 hours, Garfield Elementary, effective August 28, 2018  
(Regular/Probationary)

Taylor Moffatt: Educational Assistant Life Skills, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)

Nathan Wheeler: Educational Assistant Life Skills, 7 hours, Jefferson Elementary, effective August 28, 2018 (Regular/Probationary)

Gayleen Orozco: Educational Assistant 2, 7 hours, Corvallis High School, effective August 28, 2018  
(Regular/Probationary)

Keenan Beil: Educational Assistant 2, 7 hours, Cheldelin Middle School, effective August 28, 2018  
(Regular/Probationary)



# Corvallis

## SCHOOL DISTRICT

Lindsay Ford: Educational Assistant 2 (3.5 hours) and Student Behavior Support 2 (4 hours), Corvallis High School, effective August 28, 2018 (Regular/Probationary)

Erika Becerra: Educational Assistant 2, 6.5 hours, Garfield Elementary, effective August 28, 2018 (Regular/Probationary)

Cynthia Olivares: Educational Assistant 2, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)

Ulysses Trujillo-Cruz: Educational Assistant 2, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Limited Term)

Alison Hintzman: Educational Assistant 2, 6.50 hours, Corvallis High School, effective August 28, 2018 (Regular/Probationary)

Lori Shepherd: Food Service Specialist (3 hours) and Food Service Assistant (2.5 hours), Central Kitchen, effective August 28, 2018 (Regular/Probationary)

Tina Bevans: Food Service Specialist, 5 hours, Wilson Elementary, effective September 5, 2018 (Regular/Probationary)

Shirl Bristow: Food Service Assistant, 5.5 hours, Central Kitchen, effective September 5, 2018 (Regular/Probationary)

Lauren Dyke: Food Service Assistant, 4 hours, Central Kitchen, effective September 5, 2018 (Regular/Probationary)

Amanda Warlick: Food Service Assistant, 4 hours, Central Kitchen, effective September 5, 2018 (Regular/Probationary)

Lisa Conser: Food Service Assistant, 4 hours, Central Kitchen, effective September 5, 2018 (Regular/Probationary)

Penelope Harvey: Educational Assistant Life Skills, 7 hours, Linus Pauling Middle School, effective August 28, 2018

Nancy Falcon-Ruiz: Educational Assistant Life Skills, 7 hours, Linus Pauling Middle School, effective August 28, 2018

Paul Jennison: Maintenance 4, District Office, effective August 1, 2018 (Limited Term- hired back to finish the school year)

Timothy Trivett: Forman, District Office, effective August 1, 2018 (Limited Term- hired back to finish the school year)



# Corvallis

## SCHOOL DISTRICT

John Eaton: Campus Steward 2, Cheldelin Middle School, Effective September 1, 2018 (Limited Term- hired back until February 28, 2019)

Sarah Devine: Family Outreach Advocate, 8 hours, District Office, effective August 28, 2018 (Regular/Probationary)

Rebecca Weeks: Transportation Coordinator, 8 hours, District Office, effective August 6, 2018 (Regular/Probationary)

### Termination/Resignation/Layoff/Retirement

Elita Teague: Educational Assistant 2, 5 hours, Garfield Elementary, effective June 30, 2018 (Resignation)

Nanette Upton: Educational Assistant 2, 6.5 hours, Crescent Valley High School, effective June 30, 2018 (Resignation)

Dana Weickum: Food Service Assistant, 7.5 hours, Central Kitchen, effective June 30, 2018 (Resignation)

Rebecca Hillstrom: Educational Assistant 2, 2.3 hours, Garfield Elementary, effective June 30, 2018 (Resignation)

Omar Abdulaziz: Information Services Tech Support 1, 8 hours, Corvallis High School, effective June 30, 2018 (Resignation)

Alexander Rominger: Educational Assistant 2, 7.5 hours, Linus Pauling Middle School, effective June 30, 2018 (Resignation)

Keith Abrams: Educational Assistant Life Skills, 7 hours, Linus Pauling Middle School, effective June 30, 2018 (Resignation)

Nicole Stephens: Food Service Assistant, 5 hours, Philomath Kitchen, effective June 30, 2018 (Retirement)

Laura Blake: Educational Assistant 2, 6.75 hours, Linus Pauling Middle School, effective June 30, 2018 (Resignation)

Paul Jennison: Maintenance 4, 8 hours, District Office, Effective July 31, 2018 (Retirement)

Timothy Trivett: Forman, 8 hours, District Office, Effective July 31, 2018 (Retirement)

John Eaton: Campus Steward 2, 8 hours, Cheldelin Middle School, Effective August 31, 2018 (Retirement)



# Corvallis

SCHOOL DISTRICT



# Corvallis

SCHOOL DISTRICT

XIV.B. Board Policy KNA: Joint City-County-State-Federal-District Planning -  
Rescind



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Erika Cook  
Meeting Date: August 16, 2018

[ACTION REQUIRED](#)

### Board Policy

Policy KNA—Joint City-County-State-Federal-District Planning—Rescinding

### Background

Upon review of district policies and administrative regulations, Oregon School Boards Association as advised rescinding the following:

Board Policy KNA—Joint City-County-State-Federal-District Planning—Nothing prevents the district from doing any of the things mentioned and not required in this policy.

### Involvement

District staff: Kevin Bogatin, Kerry Richey

### Cost Impact

None

### Action Requested

That the above policy be rescinded.

### Joint City-County-State-Federal-District Planning

The district will cooperate with the city of Corvallis and may enter into joint agreements relating to acquisition and development of school-park sites, building usage, program supervision, maintenance, and joint purchasing of supplies.

The district will also cooperate with Benton County and the Linn-Benton-Lincoln Education Service District.

Additionally, the Board recognizes that the federal government has an interest in education from a national point of view and has provided money, categorically to carry out its interest.

It is the policy of the Board to apply for and accept federal grants if an educational need is evident.

The superintendent and the superintendent's staff are authorized to proceed with the development of projects for federal funds, subject to the Board's approval.

The administration is authorized to work with county and state officials in preparing such projects.

END OF POLICY

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Legal References:

ORS 329.150  
ORS 419B.015

Letter Opinion, Office of the Attorney General (August 18, 1986)



# Corvallis

SCHOOL DISTRICT

XIV.C. Board Policy GBH/JECAC: Staff/Student/Parent Relations - Revised -  
First Reading



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Erika Cook

Meeting Date: August 16, 2018

[NO ACTION REQUIRED](#)

### Board Policy

Policy GBH/JECAC—Staff/Student/Parent Relations—Revised—First Reading

Policy JECAC/GBH—Staff/Student/Parent Relations—Revised—First Reading

### Background

To accommodate the Oregon laws that relate to parental plans in case of separated or divorced parents, legal staff have recommended the revisions be applied to this policy.

Policy GBH/JECAC (and JECAC/GBH) are optional, edits provided by OSBA 2/08/2018. Last adoption was 4/02/2012.

### Involvement

District Staff: Erika Cook, Kevin Bogatin, Jennifer Duvall.

### Cost Impact

None.

### Action Requested

Reading.

### Staff/Student/Parent Relations\*\*

The Board encourages parents to be involved in their student's school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student's education school records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric, or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

~~Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The~~ Unless provided by court order or a parental plan, a student will shall not be released to the noncustodial parent nor shall the noncustodial parent be granted visitation or phone access during the school day. ~~without written permission of the parent with sole custody. In the event the parents have a court documented standard parenting plan in place, schools will follow the plan.~~

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities. The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

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Legal References:

[ORS 107.101](#)  
[ORS 107.102](#)

[ORS 107.106](#)  
[ORS 107.154](#)

[ORS 109.056](#)  
[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (200617); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (200817).  
Protection of Pupil Rights, 20 U.S.C. § 1232h (200617); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (200617).



# Corvallis

SCHOOL DISTRICT

XIV.D. Board Policy JECAC/GBH: Staff/Student/Parent Relations - Revised -  
First Reading

## Staff/Student/Parent Relations\*\*

The Board encourages parents to be involved in their student's school **educational activities** ~~affairs~~ and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting **their student's education** ~~school~~ records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric, or other health care for the student if the custodial parent is, for practical reasons, unavailable.

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~~Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The~~ **Unless provided by court order or a parental plan, a student will shall not be released to the noncustodial parent nor shall the noncustodial parent be granted visitation or phone access during the school day.** ~~without written permission of the parent with sole custody. In the event the parents have a court documented standard parenting plan in place, schools will follow the plan.~~

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities. The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

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Legal References:

[ORS 107.101](#)  
[ORS 107.102](#)

[ORS 107.106](#)  
[ORS 107.154](#)

[ORS 109.056](#)  
[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2006**17**); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2008**17**).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2006~~17~~); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006~~17~~).



# Corvallis

SCHOOL DISTRICT

XIV.E. Board Policy FEF/FEFB: Construction Contracts-Bidding and Awards -  
Revised - First Reading



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Erika Cook

Meeting Date: August 16, 2018

[NO ACTION REQUIRED](#)

### Board Policy

Policy FEF/FEFB—Construction Contracts-Bidding Awards—Revised—First Reading

### Background

Recommendation to review by CSD Facilities. Policy FEF/FEFB is highly recommended per OSBA on sample policy dated 4/03/2001. Never adopted by CSD, this will be new policy.

### Involvement

District staff: Kevin Bogatin, Erika Cook, Kim Patten, Olivia Meyers-Buch

### Cost Impact

None.

### Action Requested

Reading.

## Construction Contracts—Bidding and Awards

The Board will serve as its own Local Contract Review Board.

The Board will procure contracts for construction or renovation of facilities according to the provisions of state law and Oregon Administrative Rules. Prequalification of bidders may be required by the district.

Contractors shall be registered as required by Oregon law.

For every contract for which a bond is required, a bond with good and sufficient sureties will be required of the contractor. The purpose of the bond is to ensure:

1. The obligations of the contract are faithfully performed;
2. Payment is promptly made to all persons supplying labor or materials to the contractor or subcontractor for the work provided in the contract;
3. All contributions for workers' compensation and unemployment insurance are made promptly;
4. All sums required to be deducted and retained from the contractor's and subcontractor's employees' wages are paid.

END OF POLICY

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Legal Reference(s):

[ORS Chapters 279A](#), 279B and 279C



# Corvallis

SCHOOL DISTRICT

## XV. ADJOURNMENT (9:00 p.m. approx.)

\*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](mailto: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 35<sup>th</sup> Street, Corvallis, OR 97333. E-mail may be sent to [schoolboard@corvallis.k12.or.us](mailto: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](mailto: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](mailto:kim.nelson@corvallis.k12.or.us) or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35<sup>th</sup> 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