



BOARD FOLDER

**LINCOLN COUNTY SCHOOL DISTRICT
BOARD OF DIRECTORS
EXECUTIVE AND REGULAR SESSIONS
Tuesday, September 9, 2008- 5:30 p.m. and 7:00 p.m.
Toledo Jr./Sr. High School
Toledo, Oregon**

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors- Executive and Regular Sessions
Tuesday, September 9, 2008- 5:30 p.m. and 7:00 p.m.
Toledo High School
Toledo, Oregon

5:30 p.m. Executive Session- ORS 192.660(2)(d)(e)(h) Labor Negotiations, Real Property, Pending Litigation

AGENDA

Page

1. CALL TO ORDER
2. ROLL CALL- ESTABLISHMENT OF A QUORUM
3. INTRODUCTIONS
4. COMMUNICATIONS

(During this time the audience will have the opportunity to speak to the Board. Anyone wishing to address the Board is asked to complete a "Board Communication Request" form, available from the board secretary. The chairman reserves the right to limit the time allotted to each presenter. It is requested that those addressing the board state their name for the record.)

- a. Written
- b. From the Audience
- c. Staff Recognition

4. BOARD REPORTS

6. CONSULTANT REPORTS/STAFF REPORTS
 - a. School Based Health Center Presentation
 - b. Financial Report

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7. SUPERINTENDENT'S REPORT

8. ADOPTION OF THE CONSENT CALENDAR

(Consent Calendar agenda items are designated by the Board to be adopted in a single motion unless an individual Board member or the Superintendent requests an item be removed for consideration. Action on matters of a routine matter is addressed in one motion to conserve time for other deliberation by the Board.)

- a. MINUTES OF THE BOARD
 1. August 26, 2008 Regular Session
- b. EDUCATION SERVICES
 1. Policy JFCF/GBNA, Hazing/Harassment...
- c. HUMAN RESOURCES
 1. Regular Items
- d. BUSINESS SERVICES
 1. 09/10 Budget Calendar
- e. SPECIAL PROGRAMS
 1. PSA, Murray Lein, O.T.
- f. FACILITIES/MAINTENANCE/TRANSPORTATION/ FOOD SERVICES
- g. BOARD
- h. OTHER

4-7
8-11
12-13
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16-18

9. OTHER DECISION ITEMS

(Decision Items are those that have been presented to the Board for discussion and questions at a prior meeting. Some circumstances may dictate a Decision Item without prior discussion.)

- | | | |
|----|--|----|
| a. | EDUCATIONAL SERVICES | |
| b. | HUMAN RESOURCES | |
| | 1. DECISION: Contract, Director of Support Services | 19 |
| | 2. DECISION: Contract, Business Manager | 20 |
| c. | BUSINESS SERVICES | |
| d. | SPECIAL PROGRAMS | |
| e. | FACILITIES/MAINTENANCE/TRANSPORTATION/FOOD SERVICES | |
| f. | BOARD | |
| g. | OTHER | |

10. ITEMS OF DISCUSSION AND INFORMATION

(Discussion Items are presented for the Board's consideration, discussion and questions. Discussion Items will be considered for Decision at a subsequent meeting. Information items are for information only.)

- | | | |
|----|---|-------|
| a. | EDUCATIONAL SERVICES | |
| | 1. Discussion on Insight School of Oregon Contract | 21-24 |
| b. | HUMAN RESOURCES | |
| c. | BUSINESS SERVICES | |
| d. | SPECIAL PROGRAMS | |
| e. | FACILITIES/MAINTENANCE/TRANSPORTATION/FOOD SERVICES | |
| | 1. Update on Facilities/Maintenance Summer Projects | 25 |
| f. | BOARD | |
| | 1. Discussion on 08-09 Board Goals and Work Plan | 26-31 |
| g. | OTHER | |

11. ADJOURNMENT

The next regular session meeting of the Board is Tuesday, October 14, 2008, 7:00 p.m. at Oceanlake Elementary School.

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
9/9/08**

ITEM:

TOPIC: Request from Lincoln County Health & Human Services- SB Health Centers

PREPARED BY: Laurie Urquhart

WILL BE PRESENTED BY: Superintendent Tom Rinearson

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Jan Kaplan, Director of Lincoln County Health and Human Services (LCHHS) and others have submitted a request to amend the agreement between LCHHS and LCSD pursuant to school based health centers to include the dispensing of birth control at the centers.

Please see the attached page from LCHHS and the Lincoln Community Health Council for additional background information.

SUPERINTENDENT'S RECOMMENDATION:

For discussion only at this time.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

Request from Lincoln County Health & Human Services Department and Lincoln Community Health Council to Lincoln County School Board to amend agreement to include dispensing of contraceptives as part of comprehensive medical care provided at School Based Health Centers (SBHC's)

Presenters: Jan Kaplan, Director Lincoln County Health & Human Services
Paula Sampson, Division Director, LCHHS Public Health
Sharron Kelley, Chair, Lincoln Community Health Council
Bill Hall, Lincoln County Commissioner

Background- SBHC's have been operated as a partnership between HHS and the School District for over 20 years. They provide primary medical care, mental health care, immunizations and reproductive health services. Under the current Memorandum of Agreement they provide reproductive health examinations including the prescribing of contraceptive methods and counseling about their use, but do not dispense at school sites. HHS Community Clinics (Lincoln Community Health Center) dispenses contraceptive methods at the Community Clinics as well as at outreach sites. Historically contraceptives were not dispensed in the schools because of concerns that this would increase sexual behavior but a significant body of research now exists that shows that when contraceptives are provided with counseling through SBHC's adolescent sexual responsibility increases.

Reasons for Request-

- 1) Teen pregnancy rates in Lincoln County have been increasing over the past few years and have historically been above state average. (From 2004-06 there were 49 births to mothers 17 and under in Lincoln County.)
- 2) Rates of Sexually Transmitted Diseases (STD's). In 2004 there were 80 cases of Chlamydia and 9 cases of Gonorrhea reported in Lincoln County. In 2005, these numbers were 100 (Chlamydia) and 7 (Gonorrhea). In 2006 they were 96 (Chlamydia) and 12 (Gonorrhea). In 2007 they were 99 (Chlamydia) and 14 (Gonorrhea). These numbers are alarming- up to 10% of Chlamydia case result in infertility. More alarming, from a public health perspective, is that the introduction of one or two individuals having HIV could result in numerous HIV infections. There are currently 39 reported cases of individuals with AIDS/HIV living in Lincoln County.
- 3) The 2007 Oregon Health Teens Survey reveals that 21% of 199 Lincoln County 8th graders responding report having had sexual intercourse (17% of females) and that 49% of 266 11th graders responding report the same.

History of Proposal- In 2006 several Lincoln County parents requested that School Based Health Centers make contraceptives available to students in the same way that they are available at Health Department Clinics. The Lincoln Community Health Council referred the question to the Lincoln County Public Health Advisory Committee (PHAC). PHAC collaborated with the Community Health Improvement Partnership (sponsored by Oregon Pacific AHEC, Samaritan Health Services and the OHSU Office of Rural Health) to develop a comprehensive plan to address teen reproductive health issues. CHIP conducted a two-year process involving numerous stakeholders that resulted in a comprehensive plan to address teen pregnancy and sexually transmitted diseases. One of the recommendations is to include the dispensing of contraceptives within the existing comprehensive approach of the SBHC's that also includes abstinence counseling, screening for at-risk behaviors, reproductive and full health checkups, pregnancy prevention information and birth control prescriptions.

Outcome- The CHIP report and recommendations were endorsed by the PHAC and further endorsed by the Lincoln Community Health Council at their July meeting. In order to carry out the recommendations the Health Council requests that the School District allow the dispensing of contraceptives at the SBHC's jointly operated by the Council and Lincoln County.

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
September 9, 2008**

ITEM:

TOPIC: Financial Reports

PREPARED BY: Laurie Urquhart

WILL BE PRESENTED BY: Julie Baldwin

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

The cash flow report, Bills and Claims, general fund Financial Report and the Investment Report as of August 31, 2008 will be presented to the Board at the September 9, 2008 board meeting.

RECOMMENDATION:

None; for information only.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

BA-03

12/27/01 lku

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors- Regular Session
Tuesday, August 26, 7:00 p.m.
Newport High School
Newport, Oregon

Minutes

PRESIDING: Jean Turner, Chairman

PRESENT: Jean Turner, Chairman; Jana Cowan, Vice-Chairman; Ron Beck, Amy Coulter, Directors

ALSO PRESENT: Tom Rinearson, Superintendent; Laurie Urquhart, Secretary; approximately 30 members of the staff, media and interested patrons

Call to Order- Establishment of a Quorum

Board Chair Jean Turner convened the meeting and called the session to order at 7:08 p.m. with a quorum of four board members present. Director Brown was excused from the meeting.

Introductions- New Administrators

New to the District administrators Mary Schaer (Principal, Crestview Heights), Majalise Tolan (Assistant Principal, Taft 7-12), Sharman Ensminger-Stapp (Principal, Sam Case) and Pedra Berenson (Principal, Toledo Elementary) were introduced to the Board and audience.

Board members presented the administrator from their respective areas with a welcome basket donated by local chambers of commerce, merchants and others.

Board Reports

Director Ron Beck noted the recent passing of two ardent school supporters in Lincoln County: Chris Martinson and Bob Spangler. Both contributed significantly to LCSD and will be greatly missed.

Vice-Chairman Jana Cowan noted the invitation all board members received to Sam Case's open house September 18.

Board Chair Jean Turner reported she recently attended the ODE Summer Institute. She found presentations by Dr. Spencer Kagan on brain based instruction particularly engaging.

Update on Synthetic Turf Field- Taft High

Director of Support Services Rich Belloni reported progress is moving quickly on the synthetic field in Lincoln City. Several dump trucks, a grader, two "Cats", a scraper and other heavy equipment converged on the field Saturday, August 23. By Sunday, the crew was grading the area. Curbs should

be poured this week. Mr. Belloni noted the collaborative efforts of all of the people involved, and said the field is on target to be completed by the projected date, October 1.

Financial Report

Business Manager Julie Baldwin presented preliminary financial reports for the 2007/08 year, emphasizing the numbers are not finalized and saying projections are holding. She also presented financials of July 31, 2008. Preliminary student numbers indicate enrollment may be stabilizing, but staff is taking a "wait and see" approach. Ms. Baldwin reported Umpqua Bank offered the highest rate of return, so the largest amount of district funds is held there.

Superintendent's Report

Superintendent Rinearson thanked the Siletz Tribal Charitable Contribution Fund for their recent contributions to LCSD. The Tribal fund donated \$8650 to Toledo High volleyball; \$9916 to the Newport High Publications Center, and \$5000 to Taft 7-12 for a scoreboard.

The Superintendent recognized Morag Reid, Records Department (and parent) for coordinating a school supply drive for the Toledo schools. Ms. Reid gathered nearly 350 pounds of supplies. Mr. Rinearson noted the generosity found in Lincoln County with school supplies donated from multiple sources.

The superintendent reported all teachers started back to work August 26 (new teachers began earlier), and said the first day of school is September 2.

He led Board members through the "know your mountain" exercise, to determine if they could identify mountains by a slide shown.

Approval of the Consent Calendar

Motion 08/09-10

On motion of Director Cowan, seconded by Director Coulter, the Board unanimously approved the Consent Calendar items, including:

- Minutes, June 30, 2008 Special Session;
- Minutes of the July 8, 2008 Regular Session;
- Minutes of the July 17, 2008 Special Session;
- Minutes of the July 27/28, 2008 Work Session;
- Minutes of the August 7, 2008 Special Session;
- 08-09 Alternative Education Programs (at Newport High and Toledo High);
- Regular Personnel Items and Addendum;
- Film as Literature Course, Newport High (added back to the Consent Calendar; left off in error.)

Contract- Business Manager

This agenda item was tabled until the next meeting.

AYP Report- Preliminary 07/08 Results

Title I Administrator Clint Raever provided information on the preliminary Adequate Yearly Progress (AYP) results. He reported that eight schools "met" AYP, seven did not, and one is pending. Mr. Raever made special note that Toledo High exceeded their special education targets and Taft Elementary met AYP this year. Areas on which to focus this year include students with disabilities and attendance.

Mr. Raever noted the several strategies in place to address improving student achievement, including alignment of curriculum, power standards, local assessments, interventions, and 21st Century Community Learning Centers. Growth rate requirements of "No Child Left Behind" increase by ten percent again this year, said Raever.

Mentor Program and New Teacher Induction

Mentor Program Coordinator/Community Curriculum & Resource Liaison Ruth McDonald summarized the new teacher mentor program in the District, as well as the new teacher induction held over four days. The District is the recipient of a grant from the Oregon Department of Education to provide resources for mentors to new teachers and administrators.

Teachers new to the district or in their second year received four days of training, a change from past years. They toured several parts of the county to become more familiar with our communities and to become a part of them. Teachers also received training in "classroom learning systems," technology, power standards, curriculum guides and the K-12 alignment project.

K-12 Alignment Project- Update

Teacher Tiana Tucker updated the Board on the district's K-12 Alignment Project. To date, science, language arts and social studies have been aligned by teams of teachers. The State is aligning math instruction; that will be shared after its completion K-12. Horizontal alignment is being examined currently, between subject areas and at each grade level.

Substitute Teacher Pay Rate

Assistant Superintendent Len Geiger presented the licensed substitute teacher daily pay rate for 2008-09. The formula to determine the rate is set by state law and is done annually.

Discussion on 09/10 Budget Calendar

Business Manager Julie Baldwin presented a proposed budget calendar for the 2009/10 budget development. The calendar lists the first budget committee meeting as May 19, 2009, with adoption of the new budget scheduled for 6/23/09. The calendar will return to the Board for consideration at the next meeting.

Personal Services Agreement- Murray Lein, Occupational Therapist

Special Education Administrator Susan Van Liew presented a personal services agreement with Murray Lein for occupational therapy services for identified students with disabilities. The contract will return to the Board for consideration at the next meeting.

08/09 Board Goals and Work Plan

The Board met in a two day work session in late July to begin developing board goals. They were presented at the meeting, along with a work plan to accomplish them. Superintendent Rinearson expressed concern on the number of goals and the estimated time to complete them; he suggested the Board reduce the number of goals and target "a couple." He reminded Board members of their offer during the retreat to take on the work of the goals.

Board members reached consensus to retain the first goal (acknowledging student achievement by recognizing elementary students who have learned multiplication tables, and students achieving physical education goals). Mr. Rinearson noted this could have a "huge effect on kids and parents." Ron Beck suggested adding an attendance component to the goal.

The Superintendent asked the Board to consider removing the conversation on uniforms, and suggested the Board remain open if a school raised the idea. Director Coulter offered to research the issue of uniforms on her own, as part of a research project. The Board reached consensus to remove uniforms from the list of proposed goals.

Superintendent Rinearson suggested schools currently requiring senior projects present information on them to the Board.

The goals will return to the Board for further discussion and eventual adoption at an upcoming meeting.

The meeting was adjourned at 8:45 p.m.

Chairman

Superintendent

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
September 9, 2008**

ITEM:

TOPIC: Policy JFCF/GBNA Hazing/Harassment/Intimidation/Bullying/Menacing

PREPARED BY: Joe Novello

WILL BE PRESENTED BY: Joe Novello

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

In May, Policy GBNA/JFCF was presented to the board and subsequently approved on the Consent Calendar at the June board meeting.

Policy JFCF/GBNA is the same policy, renumbered for the student section of the policy binders.

This revision to Policy JFCF/GBNA is required by HB 2637. The main change is the addition of 'cyberbullying' as a form of harassment. OSBA is also recommending moving the current administrative rule JFCF/GBNA-AR into policy. The attached policy reflects those changes.

If this policy is adopted by the board there would be no need for an administrative rule for this policy.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends approval of Policy JFCF/GBNA, Hazing/Harassment/Intimidation/Bullying/Menacing.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

LINCOLN COUNTY SCHOOL DISTRICT

Code: JFCF/GBNA
Adopted: 7/9/02
Revised: 9/9/08

Hazing/Harassment/Intimidation/Bullying/Menacing

The Board is committed to providing a positive and productive learning and working environment. To this end, hazing, harassment, intimidation, menacing or bullying, including cyberbullying by students, staff or third parties is strictly prohibited and shall not be tolerated in the district.

Definitions

1. "Third parties" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at inter-district and intra-district athletic competitions or other school events.
2. "District" includes district facilities, district premises and non-district property if the student or employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district or where the employee is engaged in district business.
3. "Hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment, i.e., forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student; requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article, assignment of pranks to be performed or other such activities intended to degrade or humiliate.
4. "Harassment, intimidation or bullying" means any act that substantially interferes with a student's educational benefits, opportunities or performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation or at any official school bus stop, and that has the effect of:
 - a. Physically harming a student or damaging a student's property;
 - b. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property;
 - c. Creating a hostile educational environment.

“Harassment” also includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature on the basis of age, race, religion, color, national origin, disability, marital status, [sexual orientation, physical characteristic, cultural background, socioeconomic status or geographic location].

“Intimidation” also includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another’s property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the basis of race, color, religion, national origin or sexual orientation.

5. “Menacing” includes, but is not limited to, any act intended to place a school employee, student or third party in fear of imminent serious physical injury.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of hazing, harassment, intimidation, bullying or menacing in violation of this policy [shall] [is encouraged to] immediately report his/her concerns to the building principal or superintendent who have overall responsibility for all investigations. This report may be made anonymously. A student may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Complaints against the building principal shall be filed with the superintendent. Complaints against the superintendent shall be filed with the Board chair.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. The district may also file a request with the Oregon Department of Transportation to suspend the driving privileges or the right to apply for driving privileges of a student 15 years of age or older who has been suspended or expelled at least twice for menacing another student or employee, willful damage or injury to district property or for the use of threats, intimidation, harassment or coercion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.

Individuals may also be referred to law enforcement officials. Staff will be reported to Teacher Standards and Practices Commission, as provided by OAR 584-020-0041.

Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

The superintendent shall be responsible for ensuring notice of this policy is provided to students, staff and third parties [and the development of administrative regulations, including reporting and investigative procedures, as needed]. [Complaint procedures, as established by the district, shall be followed.]

END OF POLICY

Legal Reference(s):

ORS 163.190
ORS 166.065
ORS 166.155 - 166.165
ORS 332.072
ORS 332.107
ORS 339.240
ORS 339.250

ORS 339.254
ORS 339.260
ORS 339.351 - 339.364

OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0055
OAR 581-022-1140

HB 2637 (2007)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).

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**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA**
September 9, 2008

ITEM: REGULAR

TOPIC: Personnel Action

PREPARED BY: Theresa Maloney/Human Resources

WILL BE PRESENTED BY: Len Geiger, Assistant Superintendent

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Regular Personnel Action items requiring Board approval.

RECOMMENDATION:

The Superintendent recommends the Board approve the attached personnel items.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

Board Agenda 9/9/08

Resignation(s):

Lynda Thomas	Secretary Comm. Center Learning 10/16/06-9/19/08	Personal Reasons
Julie Cavanaugh	12/3/07-8/25/08 RIF status	Personal Reasons

New Classified Hire(s):

New Licensed Hire(s):

Matthew Sadowski	Music/NHS	BA/1
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New Coach(s):

Janette Woosley	Rally Advisor/WHS
Kyle Smallwood	Assistant Volleyball Coach/WHS
James McCall	Assistant Football Coach/Taft 7-12
Stuart Fisher	Assistant Coach-Football/WHS
Shannon Smith	Rally Advisor/Tol 7-12

Leave-of-Absence Request(s):

Amanda Covington	9/22/08-10/6/08	Parental Leave
Julie Turner	8/26/08-10/13/08	Medical Leave
Nicole Holland	9/29/08-12/22/08	Parental Leave

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
September 9, 2008**

ITEM:

TOPIC: Budget Calendar

PREPARED BY: Julie Baldwin

WILL BE PRESENTED BY: Julie Baldwin

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Attached is a copy of the proposed 2009/10 Budget Calendar & Process. This calendar is designed to have the budget adopted by the Board at the June 23, 2009 meeting. This calendar allows time for Superintendent Rinearson to work with Principals and the Learning Support Team regarding the proposed budget.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends approval of the proposed 09/10 Budget Calendar and Process as published in the 9/9/08 Board Folder.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

Lincoln County School District

2009-2010 Budget Calendar & Process

*Proposed ***

9/9/2008	Draft of Budget Calendar Presented to Board
10/14/2008	Board Approves Budget Calendar
12/01/2008 thru 3/01/2009	Superintendent meets with building Principals and LST to review respective budgets for 2009-2010.
1/5/2009	Budget allocations distributed to all Administrators
2/13/2009	Deadline for all budget staffing sheets submitted to Supervisors.
2/27/2009	Budget staffing sheets approval completed by Supervisors, submitted to Business Office
3/02/2009	First Official State Estimate of Funding
5/12/2009	Proposed Budget delivered to Budget Committee and available to public for review
5/6/2009 & 5/13/2009	Official publication requirements for budget committee meetings: 2 notices not less than 5 days nor more than 30 days before meeting; notices must be separated by at least 7 days Notices published in the <i>News Times</i>
5/19/2009 5/28/2009	Budget Committee Meetings: 7 pm, Newport High Boone Center 7 pm, if needed
6/4/2009	Final Budget Committee Meeting, if needed
6/17/2009	Official publication requirements for public hearing: 1 notice at least 5 days but no more than 25 days before meeting Notice published in the <i>News Times</i>
6/23/2009	Public Hearing
6/23/2009	Resolutions for Adoption/Appropriation/Levy approved by Board

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA**
September 9, 2008

ITEM:

TOPIC: Personal Services Agreement

PREPARED BY: Sheila Hagan

WILL BE PRESENTED BY: Susan Van Liew

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

This Personal Services Agreement with Murray Lein, Occupational Therapist is to provide Occupational Therapy to identified students with disabilities who are eligible and in need of occupational therapy. Mr. Lein will follow the school district calendar when scheduling services for these students.

This contract is paid with federal IDEA Part B sub grant award funds and will provide services during the 2008-2009 school year.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends approval of the Personal Services Agreement with Murray Lein for Occupational Therapy services for the 2009/10 year.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No



LINCOLN COUNTY SCHOOL DISTRICT PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Lincoln County School District ("LCSD") and Murray Lein, OTRL ("Contractor"), and in consideration of the following

Covenants, conditions, and considerations:

WITNESSETH:

1. The contractor shall provide LCSD with the following information:

- a. Full Name: Murray Lein
- b. Mailing Address: [REDACTED]
- c. Telephone Number: [REDACTED]
- d. Federal Tax ID No. _____ Or Social Security No.: [REDACTED]
- e. Business Designation (check one) Individual Sole Proprietorship Partnership Corporation
 Other.

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31% of all future payments made to you. **1099 Withholding Exemption:** If exemption from backup withholding (form 1099 reporting), check here and circle your qualifying reason below:

- i. Corporation
- ii. Tax Exempt Charity under 501(a), or IRAA
- iii. The United States or any of its agents or instrumentalities
- iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.
- v. A foreign government or any of its political subdivisions

- f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder?
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? N/A

2. **Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved) (Attach an exhibit if needed): Use additional sheet as needed.

Occupational therapy services for identified students with disabilities who are eligible in the 08-09 school year. To be provided during the school day with a minimum of 2 days per week and a maximum of 32 hours per week (7-9 hours per day). Attend IEP meetings as needed. Provide up to 15 Interactive Metronome sessions for up to 5 students per year at \$10 per session.

3. The date for completion of performance shall be: June 30, 2009

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

(a) The entire, agreed-upon compensation for the services to be performed under this contract is: _____
To be paid according to the following schedule of payments: _____

(b) If services are to be charged at a periodic rate, what is the rate charged and period: \$42.40 per hour. What is the total estimated compensation: \$52,310.00. If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the contractor shall notify the LCSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

Exhibits. As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services above stated, the following additional documents or report relating to the services performed:

- (check all that apply) Exhibit A - Statement of Work
- Exhibit C - Insurance Requirements
- Exhibit B - Contractor's Proposal
- Other (describe) LCSD agrees to

Reimburse annual OT membership dues and liability insurance dues. Please provide copy of current license.

If LCSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to LCSD Director Business Services as an application for payment. The invoice shall itemize Contractor's charges and expenses.

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5. If total compensation is in excess of \$10,000, as stated in Section 4(a) above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4(b) above exceed \$10,000, this contract shall not be binding upon LCSD until approved by the LCSD Board of Directors.

compensation is to be paid as stated in Section 4(b), and it appears that the total payments under this Agreement shall exceed \$10,000, Contractor shall notify the LCSD Director Business Services. The Director shall present this Agreement to the LCSD Board of Directors for approval of compensation in excess of \$10,000. No compensation shall be due or payable to Contractor in excess of \$10,000 (in the aggregate) unless the LCSD Board of Directors approves this agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with LCSD Director Business Services a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to LCSD. Contractor shall be responsible for, and shall indemnify and hold LCSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. LCSD shall not have the right to direct or control the manner of Contractor's performance. LCSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance. Contractor shall notify LCSD Director Business Services should any LCSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to LCSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. Contractor shall indemnify, defend, and hold LCSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.


10. Contractor warrants to LCSD that it/he/she has general liability insurance coverage in excess of \$200,000 per person, \$300,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as LCSD may request at the time of execution hereof. initial if applicable. Contractor warrants to LCSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$300,000 per occurrence.

11. Contractor acknowledges that LCSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable state or federal law, rule or regulation.

12. In the event that the District is not adequately funded or funds are cut back, the District reserves the right to cancel all or part of this contract.

13. This contract may be terminated by either party with a 30-day written notice for lack of performance.

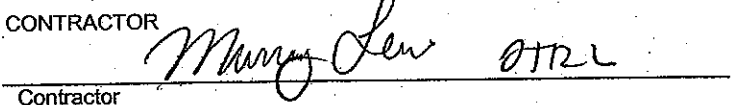
IN WITNESS WHEREOF, THE PARTIES DO EXECUTE THIS agreement, and except as provide above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

LINCOLN COUNTY SCHOOL DISTRICT

Director

Superintendent

Date Signed

(If needed, board approval date) _____

CONTRACTOR

Contractor

Title Occupational Therapist, Consultant

Date Signed 8/11/08

- * Pre-approved workshops/training expenses will be reimbursed.
- * Roundtrip mileage from Lincoln County boundary line to office and scheduled LCSD schools at 50.5 cents per mile.

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA**
September 9, 2008

ITEM:

TOPIC: Director of Support Contract Approval

PREPARED BY: Sid Danielson/Human Resources

WILL BE PRESENTED BY: Len Geiger, Assistant Superintendent

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Revision of individual contract for Director of Support Services.

All parties have agreed to the terms and conditions as described in the Director of Support Services Contract, effective July 1, 2008 and continue through June 30, 2011.

The Board received the contract under separate cover.

RECOMMENDATION:

The Superintendent recommends the Board approve the contract between the Board and Rich Belloni, Director of Support Services.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
September 9, 2008**

ITEM:

TOPIC: Business Manager Contract Approval

PREPARED BY: Sid Danielson/Human Resources

WILL BE PRESENTED BY: Len Geiger, Assistant Superintendent

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Revision of individual contract for the Business Manager.

All parties have agreed to the terms and conditions as described in the Business Manager Contract, effective July 1, 2008 and continue through June 30, 2011.

The Board received the contract under separate cover.

RECOMMENDATION:

The Superintendent recommends the Board approve the contract between the Board and Julie Baldwin, Business Manager.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA**
September 9, 2008

ITEM:

TOPIC: Insight School of Oregon

PREPARED BY: Jennie Scarborough

WILL BE PRESENTED BY: Joe Novello

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Lincoln County School District will be working with Insight School of Oregon as an alternative education placement for some students during the 2008-2009 school year. Information will be presented regarding the contract. Staff is proposing we sign with Insight.

RECOMMENDATION:

For discussion at this time.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

EDUCATIONAL SERVICES CONTRACT

This EDUCATIONAL SERVICES CONTRACT ("Contract") is by and between _____, ("District") and INSIGHT SCHOOL OF OREGON an Oregon Department of Education ("ODE") registered Online Alternative High School Education Program ("School") beginning July 1, 2008 through June 30, 2009, and is entered into on _____ (the "Effective Date"). District and School may each be referred to in this Agreement as a "Party," and both as the "Parties."

1.0 Program Registration and Compliance. School is registered and approved by the ODE for the 2008-2009 school-year to operate a statewide, full-time, online alternative high school. ODE registered institution identification number is 4633.

2.0 Placement of Students. District will make student placements to School through the "Resident District-Student Placement Form" provided by School. Placement will be made by an authorized District representative using the "Resident District-Student Placement Form" and criteria agreed to by both Parties, in compliance with ODE regulations. School will notify District upon student's acceptance of placement and enrollment. No student will be enrolled in Insight without a placement form signed by District superintendent or designee. District is only responsible for payment of Educational Services ("Services") for students that have received placement in School by the District.

3.0 Community Outreach. School may perform community outreach in an effort to attract students that reside within the District geographic boundaries that do not attend District schools. District agrees that any student not previously enrolled in the District, seeking enrollment in the District as a result of the community outreach efforts of School, will be given placement to School unless the student does not meet the student placement criteria.

4.0 Students and Educational Services. Students placed to School by District will receive:

- (i) a School supplied laptop and printer;
- (ii) internet reimbursement;
- (iv) student support provided by instructors and imentors;
- (v) 24x7 technical and tutorial services (math, reading, and science);
- (vi) access to a learning community including clubs and other non-academic activities;
- (vii) access to approximately 120 online courses (www.insightor.net see Course Catalog).

Students placed to School following the start of a semester will have access to 20 core curriculum courses. (www.insightor.net see Course Catalog, courses with Asterisk [*]) School will provide students access to the full curriculum at the beginning of each semester.

5.0 Student Technology. Student placement by District and enrolled in School (full time & rolling enrollment status) will receive a school supplied laptop, printer/scanner, and internet stipend. Students and families will be required to sign an Acceptable Use Agreement describing appropriate use of Student Technology. Student Technology will include internet filters and content blockers necessary to provide industry best efforts to protect the student and limit access to inappropriate content. The School will be responsible for the cost of delivery and pickup of all Student Technology.

6.0 Rate and Payment for Services. Charges for Services will not begin until students have registered in the District and placement in School has been approved. The agreed upon daily rate for the 2008-2009 school year is \$36.00 per day or 80% of the District's estimated current [2008-2009] average per student net operating expenditure, whichever is less per ORS 336.635(2). The rate will be charged for each day that School provides Services to a District student. District will pay for contracted educational services for each student with approved placement in ISOR upon District's receipt of monies from the state of Oregon. Total invoice will be paid over twelve months, by the following schedule: 16.67% of invoice in July 2009; 8.33% in each month August 2009 through April 2010, 8.36% in May 2010. This schedule of payments matches the receipt of funds from the state of Oregon.

7.0 Student Data and Reporting. School will maintain confidentiality of student records for each student and forward to District upon student leaving the program or upon District request. Records shall include student course history, credits earned, attendance, health records and report cards. Report cards or progress reports shall be submitted to the District at least annually for each student. School will provide withdrawal report, including; dis-enrollment, graduation, or other reasons for exiting School to District.

8.0 Curriculum and Graduation Requirements. School will utilize curriculum that is aligned to Oregon content benchmark standards. A student placed in School will be required to complete coursework at a level acceptable to meet all state requirements, and upon completion of the required units of credit, the student will graduate from School with an ODE sanctioned high school Diploma.

9.0 Staff Certification and Registration. All School instructors are certified in the content area and are considered highly qualified as defined by No Child Left Behind (NCLB). School agrees to perform criminal records and background checks on all employees prior to hiring and to comply with OAR 581-022-1730 and OAR 581-022-1732. School will provide written assurance to District that it has complied with these requirements.

10.0 Accreditation. School is currently provisionally accredited by the Northwest Association of Accredited Schools (NAAS) with an anticipated site visit scheduled for 11/15/08. School will maintain NAAS accreditation while providing Services to District students.

11.0 Special Education. School agrees to accept students with current eligibility for Special Education services upon approval of the resident District as authorized by ODE. The District is responsible for initial evaluations, three year re-evaluations, annual development and revision of the IEP. School agrees to maintain the confidentiality of students with disabilities in accordance with OAR 581-021-0072. Original special education records will be maintained at the District office, with a copy of the IEP provided to the School at the time of referral.

12.0 State Assessments. School will administer required state assessments to all Students within the required timeline established by District unless District chooses to do so. District will provide School with statewide assessment forms appropriate for each student enrolled during the statewide assessment testing window. School will provide all technical equipment and supervision to administer all required state assessments and submit completed assessment data to District and ODE assessment staff for scoring.

13.0 Child Abuse Reporting Act. School shall comply with the child abuse reporting law (ORS 491B.005 through 491B.050) as if School were a mandatory abuse reporter. School shall immediately report to the Department of Human Services or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused.

14.0 Independent School Performance Audit. School will contract with an independent school auditor and provide a copy of the audit to the District to fulfill the ODE requirement for an annual audit of the Private Alternative Program. District retains the right to perform its own audit of School at a time mutually agreed to by both Parties. The School's annual statement of expenditures is reviewed in the District's evaluation in accordance with ORS 336.635(2).

15.0 Documentation from School. School will provide the District with; copy of the ODE registration as a Private Alternative Program, student placement criteria, complete list of School Services, list of curriculum being used and certification of liability insurance. All copies of student records placed in custody of school will be kept in a Fire Proof filing cabinet as required by state statute.

16.0 Transportation. School will not provide transportation to students. Students and their families may be responsible for transportation to School sponsored social activities.

17.0 Indemnification. Parties shall indemnify, defend and hold harmless other Party, it's officers, board members, employees and agents from and against all liability, claims, loss and costs (including attorney fees

and other costs and expenses of litigation) arising out of or resulting from any alleged or actual negligent, reckless or intentional acts, or omissions or failure to comply with the terms of this Contract by the other Party, its officers, employees and agents in the performance of this Contract.

18.0 Insurance. Prior to the commencement of services under this contract, School shall provide District with a certificate of liability insurance naming District as an additional insured.

19.0 Independent Contractor. School shall be an independent contractor solely responsible for the performance of tasks described in this Contract and shall not be deemed, for any purposes, to be an agent or an operating arm of District.

20.0 Agreement to Contract. If either party fails to meet the provisions of this Agreement, the other party may provide notice of its intent to terminate the Agreement if such deficiencies are not corrected within 45 days of such written notice.

21.0 Non-compliance. Non-compliance with a rule or statute under OAR 581-022-1350 will result in the termination of the contract, and suspension of registration by ODE will terminate the District's contract with the School.

The following representatives of District and School agree to this Contract:

Authorized Representative, District Date

Authorized Insight Schools Inc. Representative Date

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA**

9-9-08

ITEM:

TOPIC: Update on Summer Projects

PREPARED BY: Laurie Urquhart

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Director of Support Services Rich Belloni will provide an update regarding summer projects in process and completed this summer.

SUPERINTENDENT'S RECOMMENDATION:

None; for information only.

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA**

9/9/08

ITEM:

TOPIC: 2008/09 Board Goals and Workplan/Timeline

PREPARED BY: Laurie Urquhart

WILL BE PRESENTED BY: Superintendent Tom Rinearson

TYPE OF ITEM: Consent Information Discussion Decision

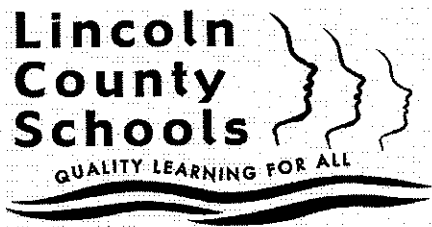
DESCRIPTION OF AGENDA ITEM:

Each year, the Board adopts Board goals. The process began with a lengthy discussion by the Board in a retreat setting in late July. The draft goals they developed at the retreat and a proposed timeline (work plan) were discussed at the last meeting. Revised goals and timeline are attached for further discussion.

SUPERINTENDENT'S RECOMMENDATION:

For discussion only at this point.

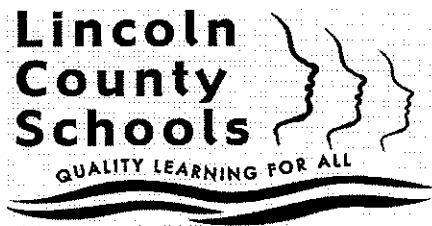
ADDITIONAL MATERIAL Attached: Yes No Available: Yes No



DRAFT

2008/09 BOARD GOALS

1. **The LCSD Board of Directors will acknowledge student achievement by:**
 - Recognizing 3rd and/or 4th grade elementary students for learning multiplication tables. (Board members will present the student with a certificate in the classroom, and will call the parents).
 - Recognizing students for achievement of physical education goals.
 - Recognizing students for attendance targets. (added at 8/26/08 meeting)
2. **The LCSD Board of Directors will focus on student achievement by examining:**
 - ~~Feasibility of instituting uniforms into the dress code for students.~~
 - Results, by semester, of Taft High's pilot academic eligibility project;
 - Credit by proficiency, current laws and OARs, and how it would affect our high schools.
 - Methods the Board can use to increase rigor and raise expectations for each individual student;
 - Purpose, feasibility and impact of requiring a senior project;
3. **The LCSD Board will read "Punishment by Rewards," will discuss it over the course of two or three work sessions and hold a policy discussion around behavior management policies.**
4. **The Board will examine the Superintendent Evaluation form, and will develop descriptors of the ratings.**
5. **The Board will analyze the licensed contract to:**
 - Decide if they want to negotiate with teachers;
 - Decide what parameters to give the bargaining team if the teachers notify us they want to bargain.
6. **The Board will continue supporting initiatives already in process, i.e., curriculum alignment, mentor programs, business/community partnerships and individual school improvement plans.**



DRAFT

2008/09 BOARD GOALS/ TIMELINE FOR COMPLETION

1. **The LCSD Board of Directors will acknowledge student achievement by:**
 - Recognizing 3rd and/or 4th grade elementary students for learning multiplication tables. (Board members will present the student with a certificate in the classroom, and will call the parents).**
 - Recognizing students for achievement of physical education goals.**
 - Recognizing students for meeting attendance targets.**

***Elementary administrators to discuss at September meeting. Board to award certificates and make personal phone calls to parents beginning in October. Estimate one day per week, per board member.*
2. **The LCSD Board of Directors will focus on student achievement by examining:**
 - ~~Feasibility of instituting uniforms into the dress code for students. Estimated staff research time = 60 hours (please see attached).~~
 - Results, by semester, of Taft High's pilot academic eligibility project; Taft administrators to report results to Board at end of first and second semesters. *Board re-examines pilot in summer, 2009.*
 - Credit by proficiency, current laws and OARs, and how it would affect our high schools. *Estimated staff research time = 52 hours (please see attached).*
 - Methods the Board can use to increase rigor and raise expectations for each individual student; *time commitment unknown...goal too vague (please see attached).*
 - Purpose, feasibility and impact of requiring a senior project; *Estimated staff research time = 53 hours (please see attached).*
3. **The LCSD Board will read "Punishment by Rewards," will discuss it over the course of two or three work sessions and hold a policy discussion around behavior management policies. Board to read parts 1 and 2 by October 28; schedule work session. Board to read part 3 by Jan. 27; schedule work session.**

4. **The Board will examine the Superintendent Evaluation form, and will develop descriptors of the ratings.** *Board Chair and Superintendent meet to develop criteria for ratings and report back to the board by Nov. 18 board meeting.*

5. **The Board will analyze the licensed contract to:**
 - Decide if they want to negotiate with teachers;
 - Decide what parameters to give the bargaining team if the teachers notify us they want to bargain. *Superintendent and Assistant Superintendent meeting to review contract in late August. (please see attached for additional time commitments).*

6. **The Board will continue supporting initiatives already in process, i.e., curriculum alignment, mentor programs, business/community partnerships and individual school improvement plans.** *Usually takes up one to two hours per board meeting, with six to ten hours of staff prep time. Budget Committee meetings must be considered as well (please see attached).*

2008/09 BOARD GOALS RESEARCH PROJECT

Goal	Task	Estimated Time
Feasibility of instituting uniforms into the dress code for students	Research professional and public articles about implementation and results	2 – 4 hours
	Obtain sample policies from multiple districts	4 – 8 hours
	Find schools that have dress codes	2 – 4 hours
	Contact schools via phone to survey practitioners	30 minutes per call
	Contact schools who have explored this possibility and decided not to move forward (McKay).	2 – 4 hours
Purpose, feasibility and impact of requiring a senior project	Look at district graduation requirements	1 hour
	Review ORS and OAR for graduation requirements	2 – 4 hours
	Look at what LCSD schools are currently doing	8 hours
	Look at models from other schools	6 – 8 hours
	Contact ODE staff and obtain pilot project information/data	6 – 8 hours
	Visit other schools with successful programs	1 day per school
Credit by proficiency, current laws and OARs, and how it would affect our High Schools	Review the ORS and OAR	2 – 4 hours
	Review LCSD policy	1 – 2 hours
	Contact ODE and obtain pilot project information and data	6 – 8 hours
	Research and study multiple ways to implement	6 – 12 hours
	Look at what LCSD schools are currently doing (Taft)	
	Visit schools with effective programs	1 day per school

2008/09 BOARD GOALS RESEARCH PROJECT

Goal	Task	Estimated Time
Certified/Licensed Contract; bargaining	Review contract- Board exec. session, Oct.	2 hours
	Establish bargaining goals- Board exec. session, Nov.	1-2 hours
	Finalize goals; establish strategy; decide if we want to initiate bargaining- Board exec. session, Dec.	1 hour
	One to two bargaining meetings per month, February through June; executive session updates; strategy meetings as needed	
Budget Calendar	Budget Committee meeting- May 19, 2009	2 hours
	Budget Committee meeting- May 28, if needed	2 hours
	Budget Committee meeting- June 4, if needed	2 hours