

Portland School Committee

Business Meeting –7pm

Wednesday, April 16, 2008

Room 250
Casco Bay High School

Assuring that all students are learning for their future

Call to Order

Pledge of Allegiance

Report of the Chair

Report of the Superintendent

Report of the Secretary

1. Consideration and action to approve the meeting minutes of April 2, 2008 meeting.

Moved _____ Seconded _____ Voted _____ to approve the minutes of April 2, 2008 meeting.

Report of Committees

1. Policy Committee/Legislative Affairs
2. Finance Committee
3. Personnel Committee
4. Portland Education Partnership
5. Building Committee
6. Other Committees and/or member concerns

Consent Items - None

Old Business

1. Consideration and action to approve policy JHB – Truancy.

Moved _____ Seconded _____ Voted _____ to approve policy JHB – Truancy

2. Consideration and action to approve an MOU between Portland Public Schools and Long Island Schools for a five year period beginning July 1, 2008 through June 30, 2013.

Moved _____ Seconded _____ Voted _____ to approve an MOU between Portland Public Schools and Long Island Schools for a five year period beginning July 1, 2008 through June 30, 2013.

New Business

1. First reading of the 2008-2009 school calendar
2. First reading of policy EBCF – Automated External Defibrillators (AED)

Personnel

1. Consideration and action to approve the Personnel items listed below:

Leave of Absence Effective 9/1/08 for the school year

Ellen Handelman Lyseth/K-3 .4 LOA Child rearing

Moved _____ Seconded _____ Voted _____ to approve the Personnel items listed

Committee Focus on Educational Issues

Public Comment Prior to 11:00 PM on any items not on the evening's agenda

Adjournment

Moved _____ Seconded _____ Voted _____ to adjourn the business meeting at _____

Upcoming School Committee Meetings – Room 250, CBHS

May 7, 7pm Business meeting – approve 2008-09 school calendar

Upcoming Workshops – Room 250, CBHS

April 30, 7pm Workshop, Comprehensive Plan

Upcoming Finance Committee meetings – Room 321, PATHS

TRUANCY

A student is habitually truant if he/she is required to attend school or alternative instruction under Maine compulsory attendance law (20-A MRSA §5001-A) and he/she:

- A. Has completed grade 6, *is under the age of 17*, and has the equivalent of 10 full days of unexcused absences or 7 consecutive school days of unexcused absences during a school year; or
- B. Is at least 7 years of age and has not completed grade 6 and has the equivalent of 7 full days of unexcused absences or 5 consecutive school days of unexcused absences during a school year.

The School Committee shall appoint one or more attendance coordinators in accordance with state law. The duties of the attendance coordinator include, but are not limited to:

- A. When notified by a principal that a student's attendance is irregular, interviewing the student and the parent(s) to determine the cause of the irregular attendance and file a written report with the principal; **(NOTE: For the purpose of this policy, "parent(s)" means the students' parent(s) or legal guardian(s).)**
- B. Filing an annual report with the Superintendent summarizing school year activities, findings and recommendations regarding truants;
- C. Serving as a member of the dropout prevention committee; and
- D. Serving as the liaison between the school and the local law enforcement agency in matters pertaining to student absenteeism under Maine's compulsory attendance and truancy laws (20-A MRSA §§5001-A, 5051-A).

As required by law, the following procedure shall be followed when a student is habitually truant:

- A. If the principal and the attendance coordinator determine that a student is habitually truant, the principal shall inform the Superintendent. The Superintendent/designee shall first try to correct the problem informally. Informal attempts to correct the problem must include meeting with the student and the student's parent(s) to identify possible causes of the habitual truancy and to develop a plan to implement solutions to the problem. In cases of our minority families, Parent Community Specialists may be used to facilitate communication with families. If the initial meeting does not resolve the problem, the Superintendent/designee shall implement interventions that best address the problem including but not limited to:

1. Frequent communication between the teacher and the family;
2. Changes in the learning environment;
3. Mentoring;
4. Student counseling;
5. Tutoring, including peer tutoring;
6. Placement into different classes;
7. Evaluation for alternative education programs;
8. Attendance contracts;
9. Referral to other agencies for family services; and
10. Other interventions including but not limited to referral to the school attendance coordinator, student assistance team, or dropout prevention committee.

Failure of the student or the student's parent(s) to appear at scheduled meetings does not preclude school administrators from implementing a plan to address a student's truancy.

- B. As part of correcting the problem informally, the Superintendent/designee shall require the student and his/her parent(s) to attend one or more meetings with the student's teacher or other school personnel designated by the Superintendent. The purpose of the meeting(s) is to reinforce the plan referenced in paragraph A or to develop an alternative plan. Such meetings may involve others including but not limited to case managers, therapeutic treatment providers, and representatives of the Department of Human Services, the Department of Behavioral and Developmental Services, and the Department of Corrections. The Superintendent/designee shall schedule the meeting(s) at mutually convenient times.
- C. If the Superintendent/designee is unable to correct the student's truancy, the Superintendent/designee shall serve or cause to be served upon the parent(s) in-hand or by registered mail a written notice that the student's attendance is required by law. The notice shall:
 1. State that the student is required to attend school pursuant to 20-A M.R.S.A. §5001-A (the compulsory attendance law);
 2. Explain the parent's right to inspect the student's attendance records, attendance coordinator's reports, and principal's reports;

3. Explain that the failure to send the student to school and maintain the student in regular attendance is a civil violation in accordance with 20-A M.R.S.A. § 5053-A and explain the possible penalties;
[NOTE: The penalties are described in 20-A M.R.S.A. § 5053-A and include a minimum \$250 fine (an increase from \$25.00); the court may also order a parent to take specific action to ensure the student's attendance including compliance with the plan developed in accordance with paragraph A of this policy, participation in a parent-training class, attending school with the child, community service hours at the school, or participation in counseling or other services as appropriate. All or part of the fine may be suspended upon the parent's compliance with a court order.]
 4. State that the Superintendent/designee may notify local law enforcement authorities of a violation of the habitual truancy statute and the Department of Health and Human Services (DHHS) as provided by 20-A MRSA §5051-A (C) (the notice provision); and
 5. Outline the plan developed to address the student's habitual truancy and the steps that have been taken to implement that plan.
- D. Prior to notifying local law enforcement authorities, the Superintendent/designee shall schedule at least one meeting as required by law and paragraph B of this policy and may invite a local prosecutor.
 - E. If after three school days after the service of the notice described in paragraph C of this policy the student remains truant and the parent and student refuse to attend the meeting referred to in paragraph D, the Superintendent/designee shall report the facts of the unlawful absence to local law enforcement authorities.
 - F. When a student is determined to be habitually truant and in violation of the compulsory attendance law and the Superintendent/designee has made a good faith attempt to meet the requirements of paragraph B of this policy, the Superintendent/designee shall notify the School Committee and local law enforcement authorities of the truancy. After this notification, a local law enforcement officer who sees the truant student may transport the student to the appropriate school if the truant student is off school grounds during school hours and not under the supervision of school personnel.

The Superintendent shall submit an annual report regarding habitual truancy to the Commissioner by October 1. The report must identify the number of habitual truants in the school administrative unit in the preceding school year; describe the school unit's efforts to deal with habitual truancy; account for actions brought to enforce the habitual truancy law; and include any other information on truancy requested by the Commissioner.

Legal Reference: 20-A M.R.S.A. §§ 5001-A; 5051-A-5054

Cross Reference: JEA – Compulsory Attendance
JFC – Dropout Prevention Committee

Adopted: January 3, 2007

Revised:

**Contract for School Services
Between the Portland School Department
And the Town of Long Island**

The Portland School Department ("Portland") and the Town of Long Island ("Long Island" and together, the "Parties") do hereby agree and contract for educational services as follows:

1. The Portland School Department shall provide and make available educational services for all Long Island students in grades six (6) through twelve (12) on the same terms and to the same degree as those services are provided to Portland students in those grades, except as is otherwise provided in this contract.
2. The Portland School Department agrees to provide those educational services in accordance with relevant state laws and through appropriately certified personnel.
3. Long Island agrees to contract only with Portland Public Schools for the education of its students in grades six (6) through twelve (12), except when Long Island determines through the pupil Evaluation Team or 504 Team process that a Long Island student with a disability should attend a school outside of the Portland School Department, or except when the superintendent of Long Island concludes under 20-A MRSA § 5205(6) that it would be in a Long Island student's best interest to attend school outside of the Portland School Department.
4. Long Island students attending Portland schools shall be subject to the same disciplinary rules and procedures as govern Portland students.
5. Long Island students shall be subject to disciplinary short-term suspensions of up to ten (10) school days by Portland administrators in accordance with state law to the same extent as are Portland students. Long Island students shall be subject to expulsion by the Portland School Committee in accordance with state law to the same extent as are Portland students.
6. Long Island students covered by this contract shall have the same right to participate in extracurricular school-sponsored events on the same terms and conditions, as do Portland students.
7. Long Island students covered by this Agreement who have been identified as disabled either under state and federal special education laws or under other disability laws, such as Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, shall have a right to a free appropriate public education in the least restrictive environment while attending Portland schools. In accordance with state special education regulations 10.7 and 10.8 (November 1999), representatives of either the Long Island School Department or the Portland School Department shall have a right to call pupil evaluation team ("PET") meetings or other disability team meetings when necessary for students with disabilities or students needing referral for consideration as special needs students. The PET or disability team meetings shall be chaired by a representative of the Long Island School Department who has written authority to obligate Long Island fiscal resources. When such a representative is unable to attend, a representative of the Portland School Department may chair the meeting

with the equivalent authority for the Portland School Department, except that a Long Island representative must chair the meeting when the Team is considering out-of-district placement.

8. The Long Island School Department remains responsible for oversight of the individualized education programs for all Long Island students with disabilities attending Portland schools, whether developed under special education laws or other disability laws (such as Section 504) and Portland shall provide Long Island with such information regarding those students as well allow Long Island to fulfill effectively that responsibility.
9. The Portland School Department shall maintain student records for all Long Island students attending Portland Schools under this Agreement, said records to be maintained in accordance with state law and to the same extent as said records are maintained for Portland students. Long Island shall designate a representative who will have a right to access those records on behalf of the Long Island School Department. The parties acknowledge that Long Island maintains ultimate responsibility for the educational records of Long Island students.
10. The Portland School Department shall provide transportation to Long Island students covered by this Agreement on the same terms and to the same extent as it provides to Portland students in the same grades, except that Portland's obligation to transport Long Island students shall be based on payment of a transportation fee by Long Island as addressed in Paragraph 11 (c)(2) of this Agreement, and shall arise only once those students have arrived on the mainland at the Casco Bay Ferry Terminal, and that obligation shall cease once those students have been dropped off at the Casco Bay Ferry Terminal.
11. Long Island shall pay a per pupil tuition payment for each student attending school in Portland under this contract as set forth below:
 - A. For elementary students in grades six (6) through eight (8), Long Island shall pay a tuition equal to the per student cost of the preceding school year as determined by the Commissioner of the Department of Education unless the Maine Legislature authorizes a higher amount, in which case that higher amount shall be paid.
 - B. For secondary students in grades nine (9) through (12), Long Island shall pay a per student tuition rate as determined in accordance with a0-A MRSA § 5805 (1) in an amount not to exceed the state average per public secondary student cost as adjusted and determined by the Department of Education, unless the Maine legislature authorizes a higher amount, in which case that higher amount shall be paid.
 - C. For all Long Island students attending Portland schools under this contract, Long Island shall also pay the following in addition to the tuition rate:
 1. An additional tuition charge in the form of a debt service factor, in accordance with state law at 20-A MRSA §§ 5804(3) and 5805(4).
 2. A fee for transportation of any Long Island students who have a right to access such transportation under Paragraph 10 of this Agreement, said fee to be established annually by the Portland Business Director

and to reflect the reasonable costs to Portland of providing such transportation.

3. An additional tuition charge for all allowable special education and supportive service costs for Long Island students with identified disabilities, at a rate determined in accordance with state special education regulations 19.1 to 19.4 (November 1999), including per child costs of any specialized services provided to students with disabilities under other disability laws (such as Section 504).
4. An additional charge for any tutoring provided to Long Island students off school grounds when such tutoring is provided in accordance with state law, the charge to reflect the actual costs of the tutor and any fees that may be required for transportation of the tutor to Long Island, except that Long Island shall retain the right to establish its own tutors at its own cost on Long Island when said services may be required under state law.

D. Long Island students and/or their families shall have to pay the same fees as charged to Portland students and/or their families for incidental expenses such as (by way of example) drivers' education when offered.

12. Tuition amounts set forth in Paragraph 11 shall be paid by Long Island to Portland in advance on October 1 for the first half of each school year, based on the Long Island enrollment figures in Portland schools at that time and for the second half of each school year on April 1, based on the Long Island enrollment figures in Portland Schools at that time. The other fees and costs set forth in Paragraph 11 shall be paid monthly as they are incurred.
13. Portland shall not be responsible for payment of any costs for placements and programs for Long Island students attending schools or institutions other than the Portland Public Schools.
14. Should Long Island fail to pay within 30 days of the date due any of the amounts owed under this Agreement, Portland may proceed to collect the amounts owed in accordance with state law 20-A MRSA § 5810(2).
15. Nothing in this Agreement shall limit the authority of the Portland School Committee and Portland administrators to exercise all the powers granted to them by state law over students in attendance in Portland schools, except as expressly provided to the contrary in this Agreement.
16. This Agreement shall be subject to and interpreted consistent with applicable state and federal law, and any provision found to be inconsistent with state and/or federal law shall be severable from the remainder of the Agreement.
17. This Agreement shall run for a term of five (5) years, beginning July 1, 2008 through June 30, 2012. This Agreement shall not be modified except in writing by mutual agreement of the parties. Negotiations for renewal shall begin no later than one year prior to the termination date of the Agreement unless the parties agree to a different time to begin negotiations or unless neither party seeks to initiate renegotiation.

18. To take effect, this Agreement shall be ratified by majority vote of the governing bodies of the Portland and Long Island school departments and upon ratification shall be filed with the Commissioner of the Department of Education.
19. In the event that this Agreement shall expire without its renegotiation, and Long Island students currently enrolled in Portland high schools at the time of expiration may continue in the high school of enrollment through graduation, unless that right to continued attendance is revoked through expulsion or, in the case of a student with a disability, by the student's pupil evaluation team.

Ratified by majority vote of the Long Island School Committee on _____ (date).

By: _____
School Committee Chairperson

Ratified by majority vote of the Portland School Committee _____ (date)

By: _____
School Committee Chairperson

AUTOMATED EXTERNAL DEFIBRILLATORS (AED'S)

The School Committee recognizes that from time to time medical emergencies may arise that warrant the use of an automated external defibrillator (AED). The Portland Public Schools may acquire one or more AED's for use ~~by qualified personnel in its schools and at school activities~~ *in its schools and at school athletic events.*

~~Unless otherwise provided by law, an AED may be used only by a person:~~

- ~~A. Who has successfully completed a course approved by the American Red Cross, the American Heart Association, or the Maine Department of Public Safety; and~~
- ~~B. Who has made a reasonable attempt to summon appropriate emergency services personnel when communication is possible.~~

The Superintendent shall be responsible for developing, in consultation with the ~~school administrator~~, school physician or other qualified expert, *and in accordance with the manufacturers' instructions*, protocols for the use, storage, location, testing and maintenance of the school unit's AED's., and for the identification of school personnel who should be trained in the use of an AED.

~~The authorization for acquisition, placement, and use of AED's in the schools or at school activities is not to be construed as an assertion or guarantee that an AED or a person trained in its use will be available at any particular school site or school-sponsored event.~~ *Although the School Committee authorizes the acquisition of AEDs, it cannot and does not guarantee that an AED or a person trained in its use will be available at any particular school site or school-sponsored event.*

(NOTE: The AED law, 22 MRSA § 2150-C, as amended, provides immunity from civil liability for damages relating to the use, possession or purchase of an AED and arising out of acts or omissions relating to preparing for and responding to suspected sudden cardiac arrest emergencies absent gross negligence or willful or wanton misconduct for any person or entity acquiring, maintaining, using, prescribing, or providing instruction in the use of an AED.)

Legal Reference: 14 MRSA § 164
20-A MRSA § 4009
22 MRSA § 2150-C

Cross Reference: EBCA – Crisis Response Plan

Adopted: August 22, 2007

Revised:

DRAFT

**Portland Public Schools
2008-2009 Calendar**

Approved by School Committee xx/xx/xx

August				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1 Labor Day
2-3 Full Day Release
4 First Student Day, Grades 1-12
8 First Student Day, Kindergarten

October				
M	T	W	T	F
6	7	(8)	9	10
13	14	(15)	16	17
20	21	(22)	23	24
27	28	(29)	30	31

1 Early Release
8 Early Release
13 Columbus Day
15 Early Release
22 Early Release
29 Early Release

November				
M	T	W	T	F
3	4	(5)	6	7
10	11	(12)	13	14
17	18	(19)	20	21
24	25	26	27	28

5 Early Release
7 1st Trimester Ends
7 1st Quarter Ends
11 Veterans Day
12 Early Release
19 Early Release
24-25 Early Release Days-Parent Conferences
26 No teachers or students (K-12)
27-28 Thanksgiving Recess

December				
M	T	W	T	F
1	2	(3)	4	5
8	9	(10)	11	12
15	16	(17)	18	19
22	23	24	25	26
29	30	31		

3 Early Release
10 Early Release
17 Early Release
24-31 Winter Break

January				
M	T	W	T	F
			1	2
5	6	(7)	8	9
12	13	(14)	15	16
19	20	(21)	22	23
26	27	(28)	29	30

1 New Year's Day
2 Winter Break
7 Early Release
14 Early Release
19 Martin Luther King, Jr. Day
21 Early Release
23 2nd Quarter Ends
28 Early Release

February				
M	T	W	T	F
2	3	(4)	5	6
9	10	(11)	12	13
16	17	18	19	20
23	24	(25)	26	27

4 Early Release
11 Early Release
16-20 February Recess
25 Early Release

March				
M	T	W	T	F
2	3	(4)	5	6
9	10	(11)	12	13
16	17	(18)	19	20
23	24	(25)	26	27
30	31			

MEA Begins
4 Early Release
6 2nd Trimester Ends
11 Early Release
18 Early Release
26-27 Early Release Days-Parent Conferences

April				
M	T	W	T	F
6	7	(8)	9	10
13	14	(15)	16	17
20	21	22	23	24
27	28	(29)	30	

1 Early Release
3 3rd Quarter Ends
8 Early Release
15 Early Release
20-24 April Recess
29 Early Release

May				
M	T	W	T	F
4	5	(6)	7	8
11	12	(13)	14	15
18	19	(20)	21	22
25	26	(27)	28	29

6 Early Release
13 Early Release
20 Early Release
25 Memorial Day
27 Early Release

June				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

8 4th Quarter Ends
9 3rd Trimester Ends
10 Last Student Day
11-12 Full Day Release

July				
M	T	W	T	F
6	7	8	9	10
11	12	13	14	15
20	21	22	23	24
27	28	29	30	31

183 Staff Days (4 days not shown)
175 Student Days
No storm days added

Monday, Tuesday, Thursday, Friday				
Elementary Schools	8:50 - 3:00			
Middle Schools	8:15 - 2:25			
High Schools	7:45 - 1:55			
West School	7:50 - 1:00			
PATHS	8:00 - 1:25			

Early Release Wednesdays				
Elementary Schools	8:50 - 2:00			
Middle Schools	8:15 - 1:25			
High Schools	7:45 - 12:55			
West School	7:50 - 12:00			
PATHS	8:00 - 11:00 & 11:00 - 1:00			

Key

Holiday/vacation (non-paid teacher days)

Teacher workday (no students)

Parent Conferences (release day (3 hours))

Early Release

Release for professional development/last student day

No students or teachers. Other staff reports