



**BOARD OF EDUCATION**  
**March 11, 2019**  
**Administration Center Board Room**  
**640 A Street**  
**Springfield, OR 97477**

**6:00 pm Executive Session (non-public) pursuant to ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.**

**7:00 pm Board Meeting**

<b>AGENDA</b>	<b>TAB</b>
1. Call Meeting to Order and Flag Salute • Changes or Additions to the Agenda	Chair Zach Bessett
2. School Presentation: Agnes Stewart Middle School	Principal Jeff Fuller
3. Willamette Leadership Academy	Executive Director Roberta Howard
4. Public Comments (Three (3) minutes each; maximum time 20 minutes. Speakers may not yield their time to other speakers.)	
5. Consent Agenda	
A. March 1, 2019 Emergency Board Meeting Minutes	1
B. Financial Statement	Brett Yancey 2
C. Personnel Action, Resolution #18-19.030	Dustin Reese 3
D. 2019-2020 Board Meeting Schedule, First Reading	David Collins 4
E. Board Policy Sections A and B Approval, Res. #18-19.031	Jenna McCulley 5
F. 2019-2020 Academic Calendar, Resolution #18-19.032	David Collins 6
G. A3 Magnet Application, First Read	David Collins 7
6. Action Items	
A. PACE – Joinder Trust Agreement, Resolution #18-19.033	Brett Yancey 8
B. 2018-2019 Academic Calendar - Amended, Res. #18-18.034	David Collins 9
C. Recommendation to Hire Superintendent and Approve Employment Contract effective July 1, 2019, Res. #18-19.035	Chair Bessett 10
7. Introduction of New Superintendent	Chair Bessett
8. Reports and Discussion	
A. Student Communication	
B. Board Communication	Chair Bessett
9. Other Business	Chair Bessett
10. Next Meeting: April 8, 2019, 7:00 pm Business Meeting	
11. Adjournment	Chair Bessett

## **EMERGENCY BUSINESS MEETING MINUTES**

12/An Emergency Meeting of the Lane County School District No. 19 Board of Education was held on March 1, 2019.

### **1. CALL MEETING TO ORDER**

Board Chair Zach Bessett called the Springfield Board of Education meeting to order at 12:00pm in the Board Room at the District Administration Building.

#### **Attendance**

Board Members present included Board Chair Zach Bessett, Board Vice Chair Michelle Webber, Laurie Adams, Dr. Emilio Hernandez and Naomi Raven.

District staff and community members identified included Brett Yancey, Jenna McCulley, Dustin Reese, David Collins, Whitney McKinley, Suzanne Price, Brian Megert, Jeff Michna, Judy Bowden, Terry Rutledge, Chris Reiersgaard, Nathan Parker, Chad Towe, Melissa Stalder, Amber Mitchell, Carla Smith, Amy Halley, and Angelina Dixson from KVAL/NBC 16.

### **2. ACTION ITEMS**

#### **A. Declaration of Emergency Thurston High School Auxiliary Gymnasium and District Wide Weather Related Issues, Resolution #18-19.029**

Chief Operations Officer Brett Yancey thanked the Board members for coming in on such short notice and added that the District is experiencing some challenges with its facilities. He said that he was asking the Board to declare an emergency for the Thurston High School Auxiliary Gymnasium and other weather related issues. He said he would share with the Board some pictures and a video that would clearly show the damage that has occurred in the gymnasium. More technical questions could be directed to Mr. Terry Rutledge, Facilities Coordinator.

Mr. Yancey explained that the auxiliary gymnasium at Thurston High School is where the damage had taken place. The maintenance department was able to isolate all utilities away from the auxiliary gym from the remaining buildings on campus. He continued by saying that when, not if, the building fails, the electricity and water will continue to be operational throughout the rest of the campus.

Ms. Adams asked if Mr. Yancey knew for sure that the gym would fail? At this point, Mr. Yancey shared the photographs which clearly showed the damage to the beams in the gymnasium. Mr. Yancey continued by saying that on February 28, 2019 the head custodian at Thurston High School, Corey Metcalfe was working in the Auxiliary Gymnasium when he heard a loud cracking noise. He wasn't sure what it was at first until the noise happened again and he realized it was coming from the building. He exited the building and put in a work order for the Maintenance Department to come and take a look. The facilities support staff immediately notified the foreman, Nate Parker, who went out to Thurston High School to take a closer look. He was able to see a 30 to 40-foot crack in one of the beams. Mr. Yancey and his team responded by contacting an engineer to assess the situation. As they were discussing it, the bottom of the beam snapped off and hit the floor.

At 9:00pm that evening, Chief Operations Officer Brett Yancey received a call letting him know that the entire beam had failed and fallen on the gymnasium floor. As the Board reviewed the photographs of the building, Mr. Yancey pointed out the ceiling, which is normally flat, was now starting to cave in towards the gymnasium floor.

Mr. Yancey started a video which showed that at this point the decking was now starting to fail and water was coming in through the ceiling. Mr. Yancey shared additional pictures with the Board depicting these various issues.

Mr. Rutledge shared a video with the Board which showed additional damage. While watching the video, they heard the water leaking into the gymnasium. Mr. Rutledge shared drone footage of the exterior and the roof of the building. The footage showed the north side of the roof was caving in and the side of the building was starting to buckle. He added that the TPO roofing is what was holding everything together, but it was also working against us because it was pulling all the walls in at the same time a swimming pool was growing on the roof.

Mr. Yancey continued by saying that the District insurance company, PACE had been notified and he had met with the insurance adjustor, who inspected the building. Hyland Construction had been engaged to work on this project. Mr. Yancey felt this company was a good choice because they built Hamlin Middle School and have worked on past projects that would give them the experience to deal with a large scale project such as this one. Mr. Yancey added that this is a Springfield firm and the owner graduated from Thurston High School. Hyland has already assigned a project manager to the project. Branch Engineering, a local company already under contract with the District, would work in concert with Hyland on the structural side of the project. They are waiting for one of two things to happen, the building would completely fail or the water would completely recede from the roof and they could come in and brace the walls from the outside while they peeled the roof off and removed the beams from the inside of the building. Mr. Yancey said the best case scenario would be to have a functioning auxiliary gymnasium in place by September 2019.

Dr. Hernandez asked Mr. Yancey if the District had to request bids for the work because this was an emergency situation?

In response to Dr. Hernandez, Mr. Yancey directed the Board to review the resolution while he read the following for Board approval:

**Declaration of Emergency  
Thurston High School Auxiliary Gymnasium and Other Weather Related Issues**

**RELEVANT DATA:**

On February 27, 2019 a primary structural beam, supporting the roof, failed in the auxiliary gymnasium on the campus of Thurston High School (333 58<sup>th</sup> Street, Springfield, OR 97478). This failure resulted in significant damage to the integrity of the roof, walls and floor of the gym. Until further investigation is performed, neither the extent of the damage nor the extent of repair is fully known.

**RECOMMENDATION:**

**WHEREAS**, by adoption of Resolution #18-19.029, the Springfield School District (the “District”) Board of Directors (the “Board”) was established as the District’s Local Contract Review Board (the “LCRB”) pursuant to Oregon Revised Statutes (“ORS”) 279A.060;

**WHEREAS**, ORS 279A.010 defines “Emergency” as including circumstances that could not have been reasonably foreseen; create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition; and

**WHEREAS**, ORS 279C.320 and the District’s adopted Administrative Rules, OAR 137-047-0280 (1) permit the LCRB to waive standard competitive bid requirements and enter into emergency contracts for construction work pursuant to ORS 279B.080;

**WHEREAS**, ORS 279B.080 provides that emergency procurement of construction services are not public improvements, and the contracting agency shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances; and

**WHEREAS**, the District staff have presented the findings related to the Thurston High School gymnasium and other weather related issues to declare an emergency;

**BE IT RESOLVED**, that this resolution shall become effective immediately upon its adoption; and

**BE IT FURTHER RESOLVED**, that the Chief Operations Officer or designee shall have authority to authorize expenditures related to this incident.

**Motion:** Laurie Adams moved, seconded by Michelle Webber, for approval of Resolution #18-19.029, Declaration of Emergency Thurston High School Auxiliary Gymnasium and other Weather Related Issues.

Chair Bessett called for any discussion regarding the resolution as presented by Mr. Yancey. Ms. Adams asked Mr. Yancey if he had an idea about what it might cost to rebuild the gymnasium? Mr. Yancey responded that we have a \$25,000 deductible. We are a member of an insurance trust that is self-insured to \$5 million. After \$5 million, we would go to re-insurance. At this point, we don’t think that we would get to re-insurance unless the entire structure fails. Mr. Yancey added that it is too early to tell what could happen.

Ms. Adams asked if the engineer who would be assessing the building would be considering various options once it has dried out, including taking down the gym and replacing it? Mr. Yancey responded that it is just too soon to make any determinations about the building at this time. He added that in 30 days we should have a better idea about next steps with the building. Assuming the building is still standing, we would brace the walls, go inside and remove all of the interior structure and expose it all the way down to the studs. Then there would be an assessment if the walls were beyond repair or if they could go in and make reinforcements to try and save the building. The fortunate thing about this building is that it is a stand alone building, it is not connected to the Main Gym and we have been able to isolate it. At this point, Hyland Construction had installed a secure perimeter that extended approximately 30-40 feet around the building in case a wall would fall out. We have taken the weight room off line because it is adjacent to this building. The engineers are very confident that the building would not fall into the Main Gym, so it could still be used. He added we had to close off the breezeways and the egress for safety. Other spaces that are impacted are the girl’s locker room, girl’s team rooms, the trainer’s room and storage in the auxiliary gym. All of these spaces will be offline for the foreseeable future. Chad Towe and his team at Thurston High School became aware of this early on and have been working on a plan for space for the girl’s PE rooms.

Mr. Yancey shared that this gym was constructed in 1970 and it has a total of 18,500 square feet. He added that right now, we are taking direction from our insurance trust, contractors and engineers.

Ms. Raven asked about the language in the resolution that referred to the other related issues. She wanted to know if that was specific issues for Thurston High School or other buildings in the District. Mr. Yancey

clarified that while the facilities staff had been out assessing our various sites they had seen damage to gutters and fences at multiple sites. The staff is still determining the extent of the damage. He continued by saying that we are trying to make this one large event instead of having multiple deductibles. That was why this resolution declaring an emergency covered Thurston High School and other buildings in the District. Mr. Yancey said that he was working with the insurance company to try and make this one large event.

Dr. Hernandez asked if the weight room that is currently not being able to be accessed was the only weight room available at Thurston High School. Mr. Yancey confirmed that it was, but the District had a contract with a gym that is not far from Thurston High School. We used this same facility when the weight room had to be closed down due to a broken pipe. He added our insurance company had already approved this expense, so we have an alternative option for the weight room.

Ms. Raven expressed her concern for students being on campus and their safety when the building falls. In response to Ms. Raven, Mr. Rutledge responded that based on the condition of the building just prior to this meeting, he would not be surprised if the building failed before the end of the meeting. He added that the best case scenario would be for the building to fail sooner rather than later so that we have a better idea about how to move forward.

Ms. Adams asked if the floor could be saved or if it would have to be replaced. Mr. Rutledge said that the floor would have to be replaced, it could not be saved.

Dr. Hernandez expressed his concern for the safety of kids who enter the fields behind the gym to get to school. Mr. Yancey responded that there is already a hard perimeter in place to keep people safely away from the area. In the event that the walls fall out, the perimeter would still keep people far enough away that there wouldn't be any danger.

Ms. Adams asked a question about the trust that is backed by \$5 million. She was concerned that if we used \$4.9 million, what would that do to the trust and the other districts that are insured by the trust. Mr. Yancey said that was not an issue. He is a member of the PACE board and has been able to better understand how this worked. He said there is almost \$100 million in reserves in the trust. So our situation would be covered.

Chair Bessett called for the vote. The resolution passed 5-0.

Following the vote, Mr. Rutledge let Mr. Yancey know that the building had just failed, the roof had collapsed. Mr. Yancey informed the Board that he and Mr. Rutledge would return to the site following the meeting. He added there was already a crew in place. Mr. Yancey recommended that there not be any people at the site right now, except those who are there in an official capacity.

Mr. Yancey said that he appreciated all the positive thoughts and comments from the Board and the community in response to the efforts by the maintenance staff. He said that they have done an amazing job. He has had staff reporting between 5:00am and 6:00am and working until 8:00 to 9:00 in the evening. He said they have worked tirelessly and arrived everyday ready to get back to work. He added that he let the staff go home at noon today after providing lunch for all of them. Mr. Yancey was pleased that the District was able to do this for them.

Mr. Yancey said he had teams of four qualified individuals out in all of our buildings assessing the structures on each site. He added that he brought back John Saraceno under contract to help with this process. As of today, he said we have cleared 90% of our sites. We have had a structural engineer on call and we have asked him to check out four or five sites. They have cleared most of those sites. Jenna is updating the list of cleared buildings on our Intranet site. Once a building has been cleared, staff is allowed to go back into the building, including custodians who are going back into the buildings and preparing them for school on Monday. Mr.

Yancey said the last site we are looking at is Thurston High School. There was a crew out there assessing the building. Once this meeting is concluded, Mr. Yancey and Mr. Rutledge planned to return to Thurston High School to help them complete that assessment.

The one building that has been red tagged was the 525 Mill Street Building. Mr. Yancey shared a photograph that was taken in the building's attic of one of the major structural support beams that holds up the roof and you could see from the photograph that the beam is leaning. This is why we are no longer allowing the building to be used as an Egan Warming Center. Dr. Hernandez expressed his concern about this building.

Ms. McCulley said she had been in communication with the City of Springfield and area partners about securing another location for the Warming Center. They had been working with some private sites because they had exhausted all the public sites. She said she believed that St. Vincent de Paul would be making an announcement about a new location later that afternoon. Ms. Raven asked if the building had been closed in the midst of the cold night. Ms. McCulley said that our closure of the building did not interrupt their services. She added that their volunteers were clearing out their belongings right now because they anticipated activating this evening at the new site. Ms. Raven thanked Ms. McCulley for the update.

Ms. Adams asked Mr. Yancey to share with all the people out at maintenance how much the Board appreciated them and all their hard work. She added that she wanted them to know how much confidence the Board had in them. Mr. Yancey said he would be happy to share that with them. Mr. Bessett echoed Ms. Adams's sentiments.

### **3. NEXT MEETING**

Mr. Bessett said the next Board meeting was scheduled for March 11, 2019 at 7:00pm. This would be a business meeting.

### **4. ADJOURNMENT**

Mr. Bessett adjourned the meeting at 12:20pm.

*(Minutes recorded by Judy Bowden)*

**BOARD REPORT****March 11, 2019****SPRINGFIELD PUBLIC SCHOOLS  
2018-2019 Revenue/Expenditure Forecast  
As of February 28, 2019****\*\*Please see attached report\*\*****REVENUES:**

- Approximately 96.1% of our (current year) property taxes have been received during the month of November through February, with remaining collections throughout the remainder of the year. Additionally, it is estimated that approximately \$375,000 of prior year property taxes are to be received on behalf of the District. Prior year collections are estimated to be lower than originally anticipated. This report is based on the information received through the Lane County Tax and Assessment office.
- During the 2017-18 and 2018-19 fiscal year, a federal ruling was issued whereby Comcast was ordered to pay a significant amount in taxes. This has a positive impact on our District and the revenue is being received as a payment in lieu of property taxes. The total for the 2018-19 school year is approximately \$649,000, however this will be counted in local revenue and offset the Basic School fund payment in the equalization formula.
- The District's most significant portion of revenue is the District's scheduled Basic School Support payments. According to Oregon Department of Education's estimate (10/24/2018), the District is scheduled to receive approximately 100.7% of the adopted budget. This estimate includes the additional students enrolled in the SPS Online program, as well as a slightly declining Charter School enrollment at Willamette Leadership Academy.
- The District is anticipating receiving approximately \$190,000 in County School Funds. To date the District has not received anticipated funds.
- The District is anticipating receiving approximately \$1.126 million in Common School Funds. To date the District has received approximately \$601,000 of the anticipated revenue.

**EXPENDITURES:**

- Salary amounts are based upon staff allocations adopted during the budgeting process. This is estimated using actual data (per year-end estimates). These projections reflect anticipated and realized retirements.
- Benefit amounts are based upon staff allocations revised during the budgeting process, along with budgeted salaries.
- The purchased services, supplies and capital outlay expenditure projections are based upon budgeted expenditures and anticipated to be expended similar to past trends. While historically the District has under spent these budget areas, reductions in discretionary budget no longer afford for significant under-expending.
- Other objects include the cost for property and liability insurance and is based upon premiums negotiated after the 2017-2018 adopted budget.

Additional Notes: For the 2018-2019 budget year the current estimate of ending fund balance is \$6,512,782. Included in this number is the un-audited ending fund balance estimate from the 2017-2018 fiscal year (\$10,235,350).

Submitted by:

Brett M. Yancey

Chief Operations Officer

**SPRINGFIELD SCHOOL DISTRICT 19**  
**2018-2019 REVENUE/EXPENDITURE FORECAST**  
as of  
**2/28/19**

	BUDGET	ACTUAL through 02/28/19	ESTIMATED from 02/28/19 to year end	PROJECTED 2018-2019	PROJECTED as % of BUDGET
<b>REVENUES:</b>					
Property taxes - current	25,236,816	24,261,135	1,160,941	25,422,076	100.73%
Property taxes - prior years	425,000	177,696	197,304	375,000	88.24%
Payment in lieu of property taxes	0	649,001	0	649,001	N/A
Other local sources	730,100	782,558	(52,458)	730,100	100.00%
Lane ESD Apportionment	1,806,126	1,349,130	456,996	1,806,126	100.00%
County School Fund	190,000	0	190,000	190,000	100.00%
State School Fund	75,893,821	57,047,431	19,391,129	76,438,560	100.72%
Common School Fund	1,065,886	601,639	524,850	1,126,489	105.69%
 Total revenues	 105,347,749	 84,868,589	 21,868,762	 106,737,351	 101.32%
 Beginning fund balance	 10,602,129	 0	 10,235,350	 10,235,350	 96.54%
 Total Beginning fund balance	 10,602,129	 0	 10,235,350	 10,235,350	 96.54%
 Total resources	 <u>115,949,878</u>	 <u>84,868,589</u>	 <u>32,104,112</u>	 <u>116,972,701</u>	 <u>100.88%</u>
 <b>EXPENDITURES:</b>					
Personal services	57,494,622	30,385,335	26,838,194	57,223,529	99.53%
Employee benefits	36,886,691	18,049,369	18,648,949	36,698,318	99.49%
Purchased services	9,717,273	5,066,654	4,650,619	9,717,273	100.00%
Supplies & materials	3,216,751	1,592,456	1,575,566	3,168,022	98.49%
Capital outlay	143,000	111,987	29,462	141,449	98.92%
Other objects	790,972	750,575	39,589	790,164	99.90%
Fund transfers	2,721,164	2,721,164	0	2,721,164	100.00%
 Total expenditures	 110,970,473	 58,677,541	 51,782,379	 110,459,919	 99.54%
 Unappropriated	 4,000,000	 0	 0	 0	 -
Contingency	979,405	0	0	0	0.00%
 Total appropriations	 <u>115,949,878</u>	 <u>58,677,541</u>	 <u>51,782,379</u>	 <u>110,459,919</u>	 <u>95.27%</u>
 Total resources		84,868,589	32,104,112	116,972,701	
Total appropriations		<u>58,677,541</u>	<u>51,782,379</u>	<u>110,459,919</u>	
 Ending fund balance		26,191,049	(19,678,267)	6,512,782	
Less: contingency			0	0	
 Net fund balance		<u>26,191,049</u>	<u>(19,678,267)</u>	<u>6,512,782</u>	



**PERSONNEL ACTION**

RELEVANT DATA:

Each month the board of Directors is asked to approve personnel action involving licensed employees. Tonight the Board is being asked to approve the attached retirement and temporary administrative non-renewals. If the Board of Directors would like to discuss any of these recommendations in executive session, in accordance with ORS 192.660(2)(f) Exempt Public Records, the employee should be identified by the number preceding the name and it will be withdrawn pending further instruction from the Board. Dustin Reese is available for questions.

RECOMMENDATION:

It is recommended the Board of Directors approve the personnel action for licensed employees as reflected in this resolution and any addendum presented along with this resolution. Categories include:

- Retirement
- Temporary Administrative Non-Renewals

SUBMITTED BY:

Dustin Reese  
Director of Human Resources

APPROVED BY:

Bruce Smolnisky  
Superintendent

NO	NAME	CURRENT BUILDING ASSIGNMENT	CURRENT STATUS	FTE	EFFECTIVE DATE	NOTES
	<b>RETIREMENT</b>					
1	KATHRYN ANDERSON	THURSTON ELEMENTARY	CONTRACT TEACHER	FT	06/30/2019	RETIREMENT
	<b>TEMPORARY ADMINISTRATIVE NON-RENEWALS</b>					
2	AMY HALLEY	CENTENNIAL	TEMPORARY ADMINISTRATOR	FT	06/30/2019	TEMP NON-RENEWAL RETURN TO CONTRACT TEACHER
3	WHITNEY MCKINLEY	ADMIN BUILDING	TEMPORARY SECONDARY DIR	FT	06/30/2019	RETURN TO CURRICULUM COORDINATOR ADMINISTRATOR
4	LAURA WEISS	ADMIN BUILDING	TEMPORARY ADMINISTRATOR	FT	06/30/2019	TEMP NON-RENEWAL RETURN TO CONTRACT TEACHER

**2019-2020 BOARD MEETING SCHEDULE**

**RELEVANT DATA:**

Board members are provided with copies of the proposed 2019-2020 Board Meeting Schedule, as a first reading.

The proposed meeting schedule reflects a similar schedule as was approved for the 2018-2019 and 2017-2018 school years. The format allows more time for in-depth conversation and engagement.

The schedule reflects one business meeting each month and periodic 4-hour planning meetings through the school year. Work sessions are proposed when a second monthly meeting is scheduled, except for dates when the planning meetings are noted.

Proposed meetings are adjusted as necessary due to federal holidays. This year Veteran's Day is on Monday, November 11, so the Board meeting will take place on Tuesday, November 12. Consideration was given to schedule meetings around the Oregon School Boards Association Annual Conference in November, the National School Boards Association Annual Conference in April, and the Annual United Front trip in the Spring, so that all board members are present.

OSBA Conference	November 7-10, 2019	Portland, OR
NSBA Conference	April 4 – 6, 2020	Chicago, IL
United Front	Spring 2020	Washington, DC

One business meeting is scheduled for the months of November, December, March, and May. An organizational meeting is scheduled in July. Planning meetings are scheduled in August, October, January, and April. Budget work sessions are traditionally scheduled during the month of May.

**RECOMMENDATION:**

It is recommended that the Board of Directors review, as a first reading, the 2019-2020 Board Meeting Schedule as presented.

**SUBMITTED BY:**

David Collins  
Assistant Superintendent

## Board Meeting Schedule 2019-2020

Springfield Board of Education Business Meetings will typically be held one time per month beginning at **7:00 pm, unless otherwise noted on the district website: [www.springfield.k12.or.us/boardmeetings](http://www.springfield.k12.or.us/boardmeetings).** Additional Work Sessions and/or Planning Meetings will be held throughout the 2018-2019 School Year. **Meeting dates are subject to change.** Only one meeting is scheduled for the months of November, December, March, and May; no meeting will be held in July.

<u>Dates</u>	<u>Locations</u>	
July 22	Admin Center	Organizational Meeting
August 12	Admin Center	Business Meeting
August 26	Admin Center	Summer Planning Meeting
September 9	Admin Center	Business Meeting
September 23	Admin Center	Board Work Session
October 14	Admin Center	Business Meeting
October 28	Admin Center	Fall Planning Meeting
November 12	Admin Center	Business Meeting
December 9	Admin Center	Business Meeting
January 13	Admin Center	Business Meeting
January 27	Admin Center	Mid-Year Planning Meeting
February 10	Admin Center	Business Meeting
February 24	Admin Center	Board Work Session
March 9	Admin Center	Business Meeting
April 13	Admin Center	Business Meeting
April 27	Admin Center	Spring Planning Meeting
May 11	Admin Center	Business Meeting
June 8	Admin Center	Business Meeting
June 22	Admin Center	Work Session/Business Meeting

All meetings will be held at the Administration Center, 640 A Street, Springfield, Oregon.

**RESOLUTION #18-19.031**

**DATE: March 11, 2019**

**BOARD POLICY SECTIONS A/B APPROVAL**

**RELEVANT DATA:**

As the district continues to work with the Oregon School Board Association to update district policies, the following sections have completed the review process and are presented for your approval and district adoption.

Jenna McCulley is available for questions.

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the following policy sections:

- [Sections A/B  
\(https://goo.gl/Twnkqy\)](https://goo.gl/Twnkqy)

**SUBMITTED BY:**

Jenna McCulley  
Community Engagement Officer

**RECOMMENDED BY:**

Bruce Smolnisky  
Superintendent

RESOLUTION #18-19.032

DATE: MARCH 11, 2019

## 2019-2020 ACADEMIC CALENDAR

### RELEVANT DATA:

The attached 2019-2020 academic calendar is presented to the Board for approval.

The calendar includes 175 school days for students, which represents a continued commitment to a full academic calendar, one (1) full day collaboration for staff (January 6), 15 early release/collaboration days.

David Collins will be available to answer any questions the Board may have about the academic calendar for the 2019-2020 school year.

### RECOMMENDATION:

It is recommended that the Board of Directors approve the 2019-2020 academic calendar as presented.

### SUBMITTED BY:

David Collins  
Assistant Superintendent

### RECOMMENDED BY:

Bruce Smolnisky  
Interim Superintendent

# 2019-2020 DISTRICT CALENDAR

Staff - Secondary: Semester  
**IMPORTANT DATES**

Draft FINAL 175

M	T	W	T	F
<b>JULY 2019</b>				
1	2	3	(4)	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

<b>AUGUST 2019</b>				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	(27)	(28)	(29)	(30)

<b>SEPTEMBER 2019</b>				
(2)	(3)	(4)	(5)	6
9	10	11	12	13
16	17	18	19	(20)
23	24	25	26	27
30				

<b>OCTOBER 2019</b>				
	1	2	3	4
7	8	9	10	(11)
14	15	16	17	18
21	22	23	24	(25)
28	29	30	31	

<b>NOVEMBER 2019</b>				
				1
4	5	6	7	8
(11)	12	13	14	(15)
18	19	20	21	22
25	26	27	(28)	29

<b>DECEMBER 2019</b>				
2	3	4	5	6
9	10	11	12	(13)
16	17	18	19	20
23	24	(25)	26	27
30	(31)			

**Key:**

	End of Quarter
	Non-Contract Holiday
	First & Last Day of School
	Holidays
	Grading-Planning Days/ Parent Conference Days
	Inservice Days: Staff Dev, Planning & Collab
	Early Release
	Collaboration Days (certified & classified report)

Day	Month
<b>August</b>	
27-30	Staff Inservice Days
<b>September</b>	
2:	Labor Day Holiday
3:	Staff Inservice Day
4:	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9
5:	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12
20:	Early Release - Collaboration Day (all students)
<b>October</b>	
11 & 25:	Early Release - Collaboration Day (all students)
<b>November</b>	
7&8:	No School - Grading/Conference Day ( <b>Sec Only</b> )
11:	No School - Veterans Day Holiday
15:	Early Release - Collaboration Day (all students)
28 & 29:	Holiday - Thanksgiving - No School
<b>December</b>	
13:	Early Release - Collaboration Day (all students)
23-31:	Winter Break - No School
<b>January</b>	
1:	New Year's Day Holiday
2-3:	Winter Break - No School
6:	No School - Collaboration Day (all students)
10 & 24:	Early Release - Collaboration Day (all students)
20:	No School - Non-Contract Holiday (all students)
30 & 31:	No School - Grading Day ( <b>Sec Only</b> ), End of 1st Sem
<b>February</b>	
14 & 28:	Early Release - Collaboration Day (all students)
17:	No School - Non-Contract Holiday (all students)
<b>March</b>	
13:	Early Release - Collaboration Day (all students)
23 - 27:	No School - Spring Break
<b>April</b>	
3:	No School-Conf/Grading Day ( <b>Sec Only</b> )-End of 3rd Qtr
10 & 24:	Early Release - Collaboration Day (all students)
<b>May</b>	
8 & 22:	Early Release - Collaboration Day (all students)
25:	Holiday - Memorial Day
<b>June</b>	
11:	Last Day of School/Early Release - Collaboration Day (all students)
12:	Staff Grading Day

M	T	W	T	F
<b>JANUARY 2020</b>				
	(1)	2	3	
(6)	7	8	9	(10)
13	14	15	16	17
(20)	21	22	23	(24)
27	28	29	(30)	31

<b>FEBRUARY 2020</b>				
3	4	5	6	7
10	11	12	13	(14)
(17)	18	19	20	21
24	25	26	27	(28)

<b>MARCH 2020</b>				
2	3	4	5	6
9	10	11	12	(13)
16	17	18	19	20
23	24	25	26	27
30	31			

<b>APRIL 2020</b>				
		1	2	3
6	7	8	9	(10)
13	14	15	16	17
20	21	22	23	(24)
27	28	29	30	

<b>MAY 2020</b>				
				1
4	5	6	7	(8)
11	12	13	14	15
18	19	20	21	(22)
(25)	26	27	28	29

<b>JUNE 2020</b>				
1	2	3	4	5
8	9	10	(11)	12
15	16	17	18	19
22	23	24	25	26
29	30			

End 1st Quarter: Nov 7  
End 1st Semester: Jan 30  
End 3rd Quarter: April 3  
End 2nd Semester: June 12

Student Contact Days: 175.0

\*This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

**Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.**

**NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's calendar**

# 2019-2020 DISTRICT CALENDAR

## Staff -Elementary: Trimester IMPORTANT DATES

Draft FINAL 175

M	T	W	T	F
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### JULY 2019

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

### AUGUST 2019

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

### SEPTEMBER 2019

(2)	(3)	(4)	(5)	(6)
9	10	11	12	13
16	17	18	19	(20)
23	24	25	26	27
30				

### OCTOBER 2019

	1	2	3	4
7	8	9	10	(11)
14	15	16	17	18
21	22	23	24	(25)
28	29	30	31	

### NOVEMBER 2019

				1
4	5	6	7	8
(11)	12	13	14	(15)
18	19	20	21	22
25	26	27	(28)	29

### DECEMBER 2019

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

#### Key:

-  End of Trimester
-  Non-Contract Holiday
-  First & Last Day of School
-  Holidays
-  Grading-Planning Days/  
Parent Conference Days
-  Inservice Days:  
Staff Dev, Planning & Collab
-  Early Release
-  Collaboration Days  
(certified & classified report)
-  Kinder Only

Day	Month
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### August

27-30: Staff Inservice Days

### September

2: Labor Day Holiday  
3: Staff Inservice Days  
4: First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9  
5: First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12  
6: Kinder Teacher Collaboration Day - *Only Kinder students do not attend*  
20: Early Release - Collaboration Day (all students)

### October

11 & 25: Early Release - Collaboration Day (all students)

### November

11: No School - Veterans Day Holiday  
15: Early Release - Collaboration Day (all students)  
28 & 29: Holiday - Thanksgiving - No School

### December

4-6: Grading/Conf Day, End of 1st Trimester (**Elem Only**)  
13: Early Release - Collaboration Day (all students)  
23-31: *Winter Break - No School*

### January

1: New Year's Day Holiday  
2-3: *Winter Break - No School*  
6: *No School - Collaboration Day (all students)*  
10 & 24: Early Release - Collaboration Day (all students)  
20: No School - Non-Contract Holiday (all students)  
31: No School - Grading Day (**Sec**), Teacher Prep (**Elem**)

### February

14 & 28: Early Release - Collaboration Day (all students)  
17: *No School - Non-Contract Holiday (all students)*

### March

6: No School-Grading Day/End of 2nd Trimester (**Elem Only**)  
13: Early Release - Collaboration Day (all students)  
23-27: No School - Spring Break

### April

10 & 24: Early Release - Collaboration Day (all students)

### May

8 & 22: Early Release - Collaboration Day (all students)  
25: Holiday - Memorial Day

### June

11: Last Day of School/Early Release - Collaboration Day (all students)  
12: Staff Grading Day

M	T	W	T	F
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### JANUARY 2020

	(1)	2	3	
(6)	7	8	9	(10)
13	14	15	16	17
(20)	21	22	23	(24)
27	28	29	30	(31)

### FEBRUARY 2020

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

### MARCH 2020

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

### APRIL 2020

		1	2	3
6	7	8	9	(10)
13	14	15	16	17
20	21	22	23	(24)
27	28	29	30	

### MAY 2020

				1
4	5	6	7	(8)
11	12	13	14	15
18	19	20	21	(22)
(25)	26	27	28	29

### JUNE 2020

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

End 1st Trimester: Dec 4  
End 2nd Trimester: March 6  
End 3rd Trimester: June 12

Student Contact Days: 175.0

\*This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

**Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.**

**NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's calendar**



**FIRST READING**

**DATE: MARCH 11, 2019**

**MAGNET SCHOOLS AND MAGNET PROGRAMS**

**RELEVANT DATA:**

The attached Magnet Schools and Magnet Programs application is being presented for your consideration and review.

The objective of a magnet school or magnet program is to provide options and opportunities in areas such as, but not limited to, math, science, the arts and technical education. Magnet schools and magnet programs shall:

- a. Instruct all students according to the Oregon state standards in all content areas;
- b. Meet district program goals and scope in the required curriculum areas; and
- c. Adopt and utilize instructional materials consistent with the philosophy of the school and district guidelines.

This application is for first reading, and as such, may require adjustments prior to Board approval.

David Collins and Principal Ame Beard will be available to answer any questions the Board may have about the Magnet Schools and Magnet Programs application.

**RECOMMENDATION:**

It is recommended that the Board of Directors review, as a first reading, the Magnet Schools and Magnet Programs application as presented.

**SUBMITTED BY:**

David Collins  
Assistant Superintendent

**RECOMMENDED BY:**

Bruce Smolnisky  
Interim Superintendent

## **A3 Magnet Application**

### **Mission Statement**

The Springfield Academy of Arts and Academics is a small, four-year magnet high school of choice. We serve students who seek a non-traditional education and who wish to be part of a diverse and supportive community. A3 staff, students, and families are committed to developing a collaborative learning environment through programming that includes project based learning, integrated content, and the arts. To help students self-actualize future success, our school promotes acceptance, reflection, and perseverance.

### **Vision Statement**

Every graduate empowered to create, innovate, collaborate, think deeply, and succeed.

### **Curriculum & Instruction**

Curriculum and instruction is teacher-created or district adopted, and delivered collaboratively, often through teaching teams. Collaboration is the cornerstone of A3's curriculum and instruction; teaching teams and student learning groups drive semester long instruction and projects.

#### A3 Curriculum is:

- Teacher-created and based on state standards.
- Problem and project-based.
- Developed with student interest and real world application in mind.
- Integration may include content from core academic areas: Science, Social Studies, Language Arts, and performing / visual arts.
- Scaffolded to provide multiple opportunities to show improvement and learning through alternative assessments and feedback.
- Differentiated according to need (e.g.: learning disability, TAG, English language learner).

#### Instruction is centered around:

- Project and problem-based learning.
- The Explore-Design-Create-Refine-Own (EDCRO) process - a cycle of stages that incorporates critical thinking, refinement, rigor, problem solving, and reflection.
- Educating students as a whole person - the scholar, the community member, and the artist.
- Multiple opportunities for students to demonstrate proficiency of skills throughout the course, including alternate assessments on skills.
- Public demonstrations of knowledge.

## Courses Offered

**Humaniqueries:** An interdisciplinary core academic course that integrates Language Arts, Social Studies, and Science. Teaching teams develop curriculum driven by national Common Core and state standards. Students present their learning at the culminating event known as Confluence. Confluence is a public demonstration that features work from the integrated core academic classes. The event is multiple nights and features work from all students.

**Integrated Math:** A three-year, project and/or problem-based Math program, to be completed 9th through 11th grade year. While the course topics are clearly aligned with the Common Core Math standards (covering Algebra, Geometry, and Statistics), coursework may not be sequential. Each of these projects culminates in an Oregon Department of Education approved work sample that can be counted toward the Math essential skills graduation requirement.

**Writing Group:** An advisory period for elective credit where students receive one-on-one mentorship in a small group setting. Students' academic successes towards college and career readiness are monitored. Advisors aid in the creation of student-led conferences, mid-year reviews, and end-of-year reviews, as well as the creation and completion of Capstone Projects. Students are given opportunities to meet Essential Skills in Reading and Writing through work samples.

**Electives:** Students will have the opportunity to select from a wide-range of electives in various art forms, theater, dance, and academic enrichment. Electives include courses in the Arts CTE programming, Health and Science Campus, Internships, CollegeNow courses, and college coursework. Electives may also include credit recovery courses, online coursework, and participation in sports or music programming at other schools.

**Arts CTE:** A3 is currently developing two CTE programs of study focused on fine and performing arts: The *Art, Media and Design Program of Study* and The *Performing Arts Program of Study*. These pathways are intended to prepare students for careers in the arts and creative industries with emphasis on 21<sup>st</sup> century skills such as technology, literacy, collaboration, and communication. The *Art, Media and Design Program of Study* includes drawing, painting, photography, digital arts, and design. The *Performing Arts Program of Study* includes dance, music, and theater. Students will participate in arts-based internships.

**Health and Sciences Campus:** STEM-focused integrated core academic and elective are offered through our Health and Sciences Campus (HSC). These

include: multiple levels of computer science and robotics, evolutionary biology, microbiology, geology, astronomy, CollegeNow Medical Terminology, Math 95, and Math 97. Additionally, students can get STEM internships at U of O labs and in technology businesses around Lane County.

**Internships:** Students work in professional settings of interest, experiencing a full-time work schedule while learning about career options they might want to pursue after high school. Additional skills that internships provide include creating resumes, interviewing, completing career assessments, working for clients and the public, and producing written and oral reflections on their growth, skills and abilities.

**CollegeNow:** Lane Community College's CollegeNow program allows students to earn college credits while in high school. Some examples of CollegeNow credit offered at A3 are English Literature and Writing, Art History, Math, Anatomy and Physiology, and Theater Performance.

**College coursework:** Students are able to take coursework at the University of Oregon and Lane Community College through partial funding from the Expanded Options program partnership with A3.

**May-term and J-term:** Month-long programs that takes place in January and May, as a part of the first and second semester. Students participate in day long specialized intensive classes that combine academics with art and/or physical education. Examples of these courses include: The Anatomy of Rock Climbing, A3 Scouts, Voices of the Sixties, and The Science of Science Fiction.

### Course Assignment

**Math:** Students are placed into an appropriate math section based on their grade and prior math course completion. Students may elect to take the college now courses MTH 95 and MTH 97 upon completion of Integrated Math C or by demonstrating mathematical proficiency.

**Writing Group:** Students are in age-diverse groups and remain in the same cohort all four years at A3 while earning elective credit..

**Electives:** Students are in age-diverse groups based on interest, skill, and/or academic need. Some upper-level elective courses require prerequisites or auditions.

**Arts CTE:** Students are in age-diverse groups based on interest, skill, and/or academic need. Some upper-level arts CTE courses require prerequisites or auditions.

**Internships:** Assigned based on student interest and portfolio development. Students must complete an application, obtain a letter of recommendation from an A3 teacher, complete orientation and training series, and successfully interview with the participating business.

**CollegeNow:** Students are in age-diverse groups based on interest, skill, and/or academic need. Some upper-level CollegeNow courses require prerequisites or placement testing.

**College coursework:** Students are in age-diverse groups based on college entrance testing and prerequisite work completed at the high school level.

## **Grading Policies**

A3 assesses student performance and awards grades through proficiency grading. Per state language, in a proficiency-based classroom, students start a course knowing exactly what concepts they need to learn and must demonstrate proficiency in the subject.

### Proficiency Grading

Proficiency grading focuses on measuring student performance of specific skills. It allows the teacher and student to compare the student performance against a set standard. This gives the student more clarity about their own understanding, and it helps the teacher understand better how to support the needs of the student. Students learn at different speeds, and some might need multiple opportunities to successfully demonstrate a skill. Because proficiency grading is focused on specific standards, it allows for students to re-assess as they learn more.

### Granting Credit by Proficiency

In accordance with the Springfield School Board Policy IKH, students can get credit by proficiency by one or more of the following options:

1. Successfully completing classroom or equivalent work (e.g., supervised independent study, career related learning experiences, project based learning) that meets Common Curriculum Goals and academic content standards required by Oregon Administrative Rule (OAR) 581-022-1210.

2. Successfully completing classroom or equivalent work, in class or out of class, where hours of instruction may vary.
3. Successfully passing an appropriate exam.
4. Providing a collection of work or other assessment evidence.
5. Providing documentation of prior learning activities or experiences.

## **Rigor and Assessment**

All curriculum developed by teachers is based on national Common Core and state standards. Learning targets are based on those standards.

### Assessment at the Course-Level

**Rubrics:** All summative projects and coursework are assessed using rubrics.

**Panels:** Community members and field experts participate and provide feedback to students' progress as they develop projects and public performances. Panels are scaffolded as opportunities for students to demonstrate their process and receive critical feedback on ongoing projects.

**Confluence:** Public performances that are summative assessments of student learning in Humanities. Students demonstrate their proficiency of skills and knowledge by creating a performance or interactive presentation that synthesizes what has been learned throughout the semester.

**Multiple opportunities to show improvement and learning:** Students work on coursework at their own pace until they achieve proficiency through the refinement process. Teachers, often working in teams, use formative assessments built on state standards every step of the way to measure learning and to gauge and adjust instruction.

### Assessment at the Grade-Level

**Student-led Conferences and Mid-Year Reviews:** Students are required to reflect on their coursework, attendance and academic accomplishments in a presentation that is delivered to parents and teachers.

**Major portfolio review:** As part of the A3 experience, students declare a major in an area of study by the end of their 10th grade year, either in an art or academic discipline. 10th grade and 11th grade students present annual end-of-year juried reviews before committees of teachers and professionals in their chosen major field.

Current major areas include:

- Theater Arts (Performance or Technical)

- Creative Writing
- Music (Vocal, Instrumental, or Composition)
- Media Arts
- Dance
- Visual Arts
- Science, Technology, Engineering, & Math (STEM)
- Liberal Arts

**End-of-year reviews:** All students develop a presentation that highlights their academic achievements, significant classroom projects, and personal growth. The end-of-year review is presented to parents, community members, and teachers during the final weeks of school.

### Essential Skills

**Work Samples:** Students are systematically offered opportunities to attempt work samples in Math, Reading, and Writing throughout all grade levels.

**ACT:** All 11th grade students will be given the opportunity to take the ACT. Students who meet the cut score declared by ODE demonstrate proficiency on those Essential Skills.

**Work Keys:** Available for all students, per ACT and district policy. Students who meet the cut score declared by ODE demonstrate proficiency on those Essential Skills.

**Smarter Balanced:** All students will be given an opportunity to take the Smarter Balanced Assessment in the spring of their 11th grade year. Students who meet the cut score declared by ODE demonstrate proficiency on Essential Skills.

**Capstone Project:** To meet their Personalized Learning Essential Skill, 12th grade students will complete a capstone project. Their project must be independently planned and executed and will be assessed by their advisory teacher. They will present their evidence in their final senior end-of-year review.

### **Unique Calendar**

A3's calendar has traditionally utilized extended breaks to create longer school days to support the needs of project based learning at the school.

### Special Calendar Events

**Headwaters:** A special event which occurs off-site at the beginning of the calendar year. Headwaters focuses on establishing the school culture and

climate, reviewing the unique school qualities, and providing memorable educational experiences.

### **School Climate**

At A3 we work in all classes to establish a community environment that invites all members equally. We have identified three community agreements that define the expectations of interaction within our community: Be Present, Be Open to Outcome, and Speak Up.

A3 actively and consciously works with parents, staff, and students to create a school climate that maximizes peer relationships that encourage student success. Whole school activities are designed to get us all thinking and communicating about issues that are important to our school community.

### **Career Education Opportunities**

Opportunities for students to receive various career training are available through:

- CTE Pathways
- Internship program
- Career fairs, career assessment software, and college visits

### **Organizational Planning**

The school-based planning structures include: Leadership team, Student Advisory, and PSTA.

#### Leadership Team

A3 maintains a licensed principal. In addition, a leadership group that includes parents, students, and staff members (Classified and Certified) participate in the collaborative decision making process.

#### Student Advisory

Student voice is highly valued and is communicated to school leadership through Student Government and other avenues. Student Government is a representative cohort of elected students and meets on a monthly basis. Maintenance Crew is a volunteer student organization that serves the school community by supporting school events.

#### Parent Involvement



Parent involvement includes membership and participation in PTSA, Leadership team, and volunteering. Parents and guardians are also asked to be present three times a year for conferences with teachers and students.

### **Education Services Providers and Partnerships**

Many programs at A3 are centered around partnerships with businesses and members of the wider community. Teachers invite guest speakers into the classroom to share their expertise, as well as for panels. These guest speakers range from University of Oregon professors and graduate students, to local entrepreneurs, politicians, scientists, and renowned artists.

Community partnerships benefit the following programs:

- Humaniquiries
- Electives
- Panel participation
- Confluence
- Headwaters
- CollegeNow courses
- CTE pathways
- Internships
- College classes at U of O and LCC

### **Professional Development Planning**

Professional development (PD) plans are submitted for consideration to District staff prior to the new fiscal year. Focuses are influenced by district initiatives, needs of the building/staff, or recommendations of district staff. Other needs for PD, such as teacher to teacher learning, is managed on site. A3 staff will be given the opportunity to access district PD.

**PACE JOINDER TRUST AGREEMENT**

**RELEVANT DATA:**

The Springfield School District is a member of PACE, a self-insured public entity program that provides liability insurance coverage district-wide. This organization is under the direction of OSBA, which the District is also a member of. The PACE insurance program has been approved by OSBA, however they are requesting that all member district Board of Directors approve the agreement as well.

Included with this cover memo is a full description of the required board action, an explanation of frequently asked questions, the trust agreement requested for signature (page 4), and the entire restated trust agreement for your approval.

Brett Yancey will be available for any questions you may have.

**RECOMMENDATION:**

It is recommended that the Springfield School District, Board of Directors approve the PACE Joinder Trust Agreement as presented.

**RECOMMENDED BY:**

Brett M. Yancey  
Chief Operations Officer



**SAFETY • SERVICE • SAVINGS**  
**A TRUST BUILT FOR STUDENTS**

---

Working together to keep Oregon students safe, reduce risks and conserve member resources.

DATE: January 2, 2019  
TO: PACE Members  
FROM: Debbie Laszlo, PACE Board Chair

**2018-2019 PACE  
BOARD OF TRUSTEES**

**Chair**  
**Debbie Laszlo**  
Reg. Risk/Benefits Mgr.  
Redmond 2J

**Vice Chair**  
**Sharla Andresen**  
Dir., Contracts & Risk  
Central Oregon CC

**Tim Belanger**  
Business Services Director  
Oregon Trail 46

**Marie Knight**  
Business Manager  
Vernonia 47J

**Craig Prewitt**  
Board Chair  
Phoenix-Talent 4

**Michael Schofield**  
Chief Financial Officer  
Gresham-Barlow 10

**Adam Stewart**  
Capital Projects Officer  
Hillsboro 1J

**Tenneal Wetherell**  
Superintendent  
South Coast ESD 7

**Brett Yancey**  
Chief Operations Office  
Springfield 19

**Trustee Emeritus**  
**John Rexford**  
Ldrshp. Support Specialist  
High Desert ESD

**PACE ADMINISTRATOR**  
**Dave Harvey**

SUBJECT: New PACE Trust Agreement Requiring Board Action

Oregon law requires that self-insured public entity programs be formed through an intergovernmental agreement between the participating entities. PACE's original Trust Agreement was adopted in 2006, updated in 2016 and the Trustees just completed a review and update of the Trust Agreement. The changes to the Trust Agreement were formally approved by the OSBA Board of Directors at their November 11, 2018 Board of Directors Meeting. Highlights of the Trust Agreement changes are:

- Updating language to remove the term "OSBA membership" and replacing the term with "participants" throughout the agreement. This enables charter schools continued participation with PACE.
- Adding the term Crime Coverage to the agreement. PACE offers this coverage to all participants.
- Correcting the composition of the PACE Trust Board to include employees of OSBA members on the Trust Board. Previously, the Trust Board composition wording limited the PACE Trust Board to only OSBA Board of Directors members.
- Moved operational and rule language from the Trust Agreement and placing it in the PACE Bylaws. Example of topics that were moved are Quorum, Telephone/Video Participation and Meetings of the Board of Trustees.

Now that the new PACE Declaration of Trust has been approved by the OSBA Board of Directors, it is necessary to have all the Trust Members have their boards, or their designee, adopt the Joinder of Trust Agreement. The Joinder of Trust Agreement is located on the last page of the enclosed Declaration of Trust. By signing the Joinder of Trust Agreement your

Oregon School Boards Association in cooperation with Special Districts Association of Oregon

**OSBA OFFICE** 1201 Court Street NE, Suite 400, Salem, OR 97301 | 503-588-2800 / 800-578-6722 | Fax: 503-588-2813

**SDAO SALEM OFFICE** PO Box 12613, Salem, OR 97309 | 503-371-8667 / 800-285-5461 | Fax: 503-371-4781

**CLAIMS OFFICE** PO Box 23879, Tigard, OR 97281 | 503-670-7066 / 800-305-1736 | Fax: 503-620-9817

**PACE.OSBA.ORG**

organization will continue to have an intergovernmental agreement with PACE.

Before renewing in the PACE self-insured, property, liability and automobile coverage program, your organization will need to adopt the enclosed Joinder of Trust Agreement and return a signed copy to PACE. We understand that this is not an easy task for PACE's many members to accomplish, but we assure you we would not be taking this action if the Trustees did not feel it was absolutely necessary to be in continued compliance with Oregon law.

**For K-12, ESDs & charter school members: The deadline** for sending back the signed resolution to PACE is:

- March 15, 2019
- Please have your board designee sign the resolution
- Please return the signed resolution to [pace@osba.org](mailto:pace@osba.org) or FAX to (503) 588-2813

**For Community College members: The deadline** for sending back the signed resolution to PACE is:

- March 15, 2019
- Please have the CCs board designated representative sign the resolution
- Please return the signed resolution to [pace@osba.org](mailto:pace@osba.org) or FAX to (503) 588-2813

I am sure you and your board members will have questions about the new Trust Agreement. In anticipation of your questions, following are some frequently asked questions and answers for your reference.

#### **FREQUENTLY ASKED QUESTIONS:**

##### **Didn't we sign a Joinder Agreement three years ago? Why do we need to do this again?**

**The PACE Trust Agreement has been substantially amended, along with an update of the PACE Bylaws. When the Trust Agreement is changed in substantial form, then the Trust Members must approve the changes by signing a new Joinder Agreement.**

##### **Why is the Trust Agreement an intergovernmental agreement?**

Oregon law requires that for local governments to form their own self-insured programs they must do so by entering into an intergovernmental agreement. Intergovernmental agreements require each participating organization to have a resolution adopted by its Board of Directors. The enclosed Joinder of Trust Agreement can be considered a suggested board resolution.

##### **Does my Board of Directors need to sign the Trust Agreement?**

In most instances, yes. However, some organizations have board adopted policies allowing staff to enter into intergovernmental agreements. You should review your internal policies or consult with your legal counsel, to determine who is required to sign the Trust Agreement at your organization.

**What is my district's financial risk as part of a self-insured program?**

The revised Declaration of Trust does not increase your district's financial liability any more than you currently have under the existing Trust Agreement. The PACE Trust is a non-assessable trust. This means that your district can never be asked to contribute additional funds, other than your annual contributions, to cover your claims or the claims of any other member. It also means, though, that you are ultimately responsible for your own claim's liabilities in the event the trust is not able to pay your claims. The PACE Trustees are dedicated to making sure this never happens by being extremely conservative with the amount of funds the trust retains to pay claims. Based on a certified actuary's estimates, PACE has over \$50 million in net assets, which is over and above what our actuary estimates is needed to satisfy all claims liabilities. When not used in the day-to-day business operations, these funds are invested, which allows for reinvestment of PACE resources into programs that reduce members' risks and keep rates low. In addition, the Trust purchases reinsurance that puts a cap on the trust's and members' claims liability.

**What happens if my district does not adopt the resolution?**

Unfortunately, if your district does not adopt the Joinder of Trust Agreement, your district will no longer be able to participate in the property or liability program. Your district will not be able to renew its coverage in these programs when your current policy term expires.

**Whom should I contact if I have questions about the enclosed materials?**

PACE Administrator  
Dave Harvey  
[dharvey@pace.osba.org](mailto:dharvey@pace.osba.org)

PACE Administration Assistant  
Pamela Mullen  
[pace@osba.org](mailto:pace@osba.org)  
(503) 588-2800 or (800) 578-6722



**FORM OF  
JOINDER TO TRUST AGREEMENT  
FOR MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the Second Restatement of Declaration of Trust of the Property and Casualty Coverage for Education (PACE) effective as of July 1, 2019 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Property and Casualty Coverage for Education (PACE) with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282. Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
[Name of District]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## RESTATED TRUST AGREEMENT

### Property and Casualty Coverage for Education

This Agreement is between the OREGON SCHOOL BOARDS ASSOCIATION, acting by and through its Board of Directors, and the Trustees named below who consent to act as trustees.

#### BACKGROUND:

- A. The Oregon School Boards Association, hereinafter referred to as “OSBA,” is an Oregon nonprofit public benefit corporation established to promote the common interests of its Members, as defined in the OSBA Bylaws and to institute programs to assist those Members in performing their governmental functions in a cost-effective way. The Members of the OSBA are political subdivisions including local school districts, education service districts, community college districts and the state board of education in the State of Oregon; and
- B. OSBA has agreed to establish a trust for Participants which desire to procure and maintain group insurance coverages or participate in group self-insurance for the benefit of such Members; and
- C. The purpose of this trust agreement is to establish a trust which will protect and manage insurance premiums, contributions and other collections related to the program; oversee the management and administration of the program; and approve the necessary contracts, insurance policies, premium and fee schedules, and other arrangements necessary to implement the program for the benefit of Participants that choose to participate; and

**NOW**, in consideration of the benefits to be derived for the participating Participants and the mutual promises and agreements set forth below, the parties agree as follows:

- 1. **Creation of Trust:** The name of the Trust is the “OSBA Property and Casualty Coverage for Education Trust” (the “Trust”) which shall be governed by the laws of the State of Oregon. The Trust shall be administered as provided in this agreement.
- 2. **Purposes of Trust:** The express purposes and primary objectives of the Trust are limited to performing essential governmental functions and all of the Trust’s income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. The purposes of the Trust include the following:

- (a) To ensure that there is available to Participants a market for liability, property, crime and/or workers' compensation insurance coverage appropriate to the risks to which such Participants are exposed.
- (b) To aggregate the collective buying power of the Participants, and the economic advantages of individual and pooled risk retention where lawful and actuarially sound, and to reduce and stabilize the cost of funding insurance for those risks.
- (c) To provide Participants with expertise in the management of risk through loss prevention and loss control program, claims management and consulting, data gathering, information sharing and related services.
- (d) To act as an information resource to Participants in presenting to appropriate legislative bodies and committee's data related to the cost of public body risk in Oregon.
- (e) To create and act as a pooled self-insured retention fund for Participants, and to establish actuarially sound contribution schedules for Participants in such a pool at appropriate retention levels.
- (f) To receive, account for, invest and disburse as lawfully due and payable money collected from Participants as premiums, fees and other contributions to the Trust.
- (g) To promote the common interests of Participants and to institute programs to assist those Participants in performing their governmental functions in a cost-effective way.
- (h) To perform other activities as reasonable to achieve the list above, so long as such activity is allowable for an intergovernmental association under Oregon law.

### 3. Trustees:

- (a) **Number.** The Trust shall be managed by a board of nine trustees (the "Trustees") elected a by majority vote of the Board of Directors of OSBA.
- (b) **Composition.** All Trustees must be employed by a district, community college or ESD that is a member of OSBA, or serve on a board of a district, community college or ESD. No Trustee shall serve, and no appointment shall be effective, until such appointee acknowledges in writing full and, unconditional acceptance of the terms of this Trust.
- (c) **Term:** The term of office of a Trustee shall be for three years, except that the initial term of any Trustee may be one year, two years, or three years, to the end that in no year will the terms of more than one-third plus one of the Trustees expire.
- (d) **Appointment.** The Trustees shall nominate Trustee candidate(s) to OSBA. The nominees shall be elected by OSBA. If the list of candidates is not acceptable by OSBA, the Trustees will continue to nominate alternative candidate(s) for consideration until the list of candidates is accepted by OSBA. Vacancies in the office of a Trustee shall be filled by



a majority vote of Directors of OSBA from the nominations submitted by the Trustees.

- (e) **Ex Officio Trustee.** The Executive Director of OSBA or his/her designee shall be designated as the Program Administrator. The Program Administrator, or his/her designee, shall serve as an ex-officio nonvoting Trustee. The Trustees shall require the Program Administrator to keep and preserve minutes of the meetings of the Trustees and possess such powers and perform such duties as the holder of such an office usually has and performs.

4. **Powers of Board of Trustees:** In furtherance of the purposes set forth in this Trust, the Trustees shall have such powers as may be necessary or prudent to discharge their responsibilities in managing and controlling the Trust, including but not limited to the following powers:

- (a) To provide programs whereby Participants may obtain or participate in the coverage afforded by policies of insurance or participate in pooled self-insurance programs. To accept, determine and make reasonable arrangements for the payment by or on behalf of each Participant of all contributions and premiums due. To manage the assets of the Trust and adjust and pay authorized losses on behalf of its Participants.
- (b) To engage and oversee administrative services and other staff and to engage the services of competent professionals to provide services to the Trust and to purchase reinsurance or excess insurance as necessary to protect the interest of the Participants, to provide risk management and insurance related services to the Trust and its Participants, including such claims reporting and adjusting, auditing and record keeping, information sharing, underwriting, claims administration services, legal defense and settlement of claims, communications and marketing, loss control and prevention procedures and consulting, risk reduction and related administrative and consulting services as the Trustees deem appropriate. The Trustees may pay for such services out of Trust funds.
- (c) To review and approve policy forms, service contract forms, and other documents appropriate to the operation of the Trust and to establish the limits of authority of the persons engaged under Section (b) above.
- (d) To establish funding requirements for insurance coverages offered by the Trust; to establish procedures for the collection, investment and disbursement of moneys owed to and by the Trust; and to establish actions to be taken with respect to delinquent accounts receivable.
- (e) To establish standing committees and advisory committees to assist in policy and operations of the Trust and to appoint qualified persons to such committees.
- (f) To receive, hold, and manage premiums for such programs authorized by the Trustees, to invest, reinvest, and manage funds received for such purposes and to transmit to the proper recipient premiums received. To employ such agents, advisors and counsel as may be reasonably necessary in collecting, managing, administering, investing and

distributing the assets of the fund and to charge the expense thereof to the Trust.

- (g) The Trustees shall not be entitled to any remuneration for their services, but they may be reimbursed for reasonable expenses incurred by them in connection with the performance of their duties as Trustees. To the extent that such Trustee is reimbursed by a Participant or other entity for expenses as Trustee, such Trustee shall not be so reimbursed, but such reimbursement may be paid to the Participant or other entity, as the case may be, with respect to which such Trustee is an employee.
- (h) The Trustees may delegate any of their non-discretionary powers to the Program Administrator, service administrator or other staff retained by the Trustees as the Trustees deem it appropriate.
- (i) The Trustees shall require all persons performing services to the Trust to be bonded or insured in a form and amount set by the Trustees, the costs may, at the discretion of the Trustees, be paid out of Trust funds.
- (j) The Trustees may maintain bank accounts in such depositories as the Trustees may select and may empower any person or persons selected by them to draw and sign checks against any funds deposited therein and establish such accounts with financial and investment institutions and brokerages as may be necessary and prudent for the proper management of Trust funds. The Trustees may hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (k) To determine the general policy for operation of the Trust that shall be followed by all committees, officers, employees, agents, and independent contractors employed by the Trust.
- (l) To ensure the chair or vice-chair of the Trustees shall execute on behalf of the Trust all contracts, documents and pleadings as may be approved by the Trustees, provided that the Trustees may delegate to any person or firm engaged pursuant to Section 5(b) or (j) a limited agency authority to bind the Trust in certain cases or kinds of transactions to be specified by the Trustees.
- (m) To sue and be sued, or to prosecute and defend any and all actions affecting the Trust or its property, either in the name of the Trust or in their own names; to compromise or settle any suit, claims or demands, or waive or release any rights relating to the Trust or its property.
- (n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

- (o) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions as the Trustees shall deem advisable; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the property of the Trust; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of such borrowing. No such debt incurred by the Trust shall be deemed a debt of any Participant.
- (p) To continue to have and to execute, after the termination of the Trust and until final distribution, all of the titles, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, or by law.
- (q) To acquire, hold, own, rent or lease, alone or in conjunction with any other party or parties and for the use in connection with the purposes of the Trust, any property, real or personal, and to pay the appropriate pro rata part of the mortgage payments, property taxes, assessments, insurance, maintenance and ordinary repairs on all such property.
- (r) To purchase as a general administrative expense of the Trust general liability insurance fidelity bonds and other insurance for the benefit of the Trust or the protection of the Trustees, Trust employees or agents against any losses by reason of errors or omissions, breach of fiduciary duty or negligence.
- (s) To construe and interpret this Trust Agreement.
- (t) Engage an independent and qualified actuary to perform actuarial calculations and provide advice regarding the sufficiency of the loss funds as frequently as is required for prudent management.
- (u) Hold meetings as specified in the Bylaws and maintain minutes of all meetings of the Trustees and Participants and distribute such minutes in a timely manner to all Trustees.

##### **5. Use of Trust Funds:**

- (a) Without further specific action of the Trustees, but subject to any limitations or conditions set by the Trustees in its bylaws or regulations, the administrators designated by the Trustees shall disburse or authorize disbursement of moneys from funds of the Trust for any of the following purposes:
  - (1) Payment of moneys due and certain under or by virtue of any contract, bond, or policy of insurance made or obtained by or on behalf of the Trust, including the costs of audits;
  - (2) Investment and reinvestment of Trust funds under such standards and limitations as may be approved by the Trustees;
  - (3) Payment of premiums due on fidelity, performance, errors and omissions, or other bonds and insurance which the Trustees may require in its bylaws to protect the Trust and the Trustees;

- (4) Reasonable and necessary expenses incurred by Trustees for such items as travel, meals, lodging, telephone calls and other out-of-pocket expenses incurred in performing their duties as Trustees, provided that the personal services and time devoted by Trustees shall not be compensated by Trust funds.
- (5) Payments authorized by the Trust's annually approved budget.
- (6) Payment of Participants claims, and defense costs will be paid from Trust loss funds
- (b) Except as provided in Section (a) above Trust funds shall not be disbursed, expended or indebted without express approval of the Trustees
- (c) Surplus funds, including the income from investments of the Trust, in excess of obligations payable under this Section may, at the direction of the Trustees, be distributed in whole or in part, from time to time, to Participants in the program, either directly or by way of reduction of premiums, contributions or other fees assessed to Participants. Such distributions shall be based upon such formula as the Trustees shall approve. Except as provided in this section, investment income shall remain with the Trust for reinvestment or satisfaction of the obligations of the Trust as provided in Section (a).

#### 6. Participants:

- (a) Participants must be either a Member of OSBA or a Charter School per SB 100 (1999 Oregon Laws Charter 200) that is sponsored by a participating Member of OSBA.
- (b) **Term of Participation.** Status as a Participant will be continuous unless terminated by the Participant, the Trust or by operation of law.
- (c) **Termination of Participation.** A Participant shall be suspended or expelled from the Trust in accordance with the provisions set forth below:
  - (1) Failure to pay any Contribution or Premium required by the Trustees when due and owing. Any Participant failing to pay a required Contribution or Premium may be suspended from membership by proper notice from the Program Administrator and thereafter shall have no right to coverage from the Trust for any occurrence or loss occurring after the date of the payment was due. If the Participant shall subsequently submit its payment within 30 days, the Program Administrator may reinstate such membership. The Program Administrator will notify the Trustees of any such termination or suspension.
  - (2) A material Breach of Trust Agreement or Bylaws.
  - (3) Failure to continue to meet the criteria required by any Insurer or the Trust including, without limitation, underwriting criteria.

- (4) Failure to comply in good faith with Loss Prevention Programs instituted by the Trust or noncooperation with staff of the Trust regarding loss prevention procedures including, without limitation, training programs.
- (5) Failure to maintain membership in the OSBA or, in the case of a Public Charter School, a revoking of the sponsorship by the Local Board that sponsored it. Such termination shall be effective as of the due date of such Participant's next Contribution to the Trust's policy expiration.

A Participant's suspension or expulsion shall be preceded by a 60-day written notice to the Participant from the Trustees or Administrator except that 10 days' notice shall be sufficient for nonpayment of all or any part of a Contribution or Premium as provided herein.

(d) **Obligations of Participants.** The obligations of Participants of the Trust shall be as follows:

- (1) To pay all Contributions and Premiums to the Trust at such times and in such amounts as shall be established by the Trustees within the scope of the Trust Agreement and Bylaws. To allow the Trust and its agents reasonable access to all facilities of the Participants and all records, including but not limited to financial records, which relate to the purposes or powers of the Trust.
- (2) To allow attorneys selected by the Trust or Program Administrator to represent the Participant in investigation, settlement discussions and any litigation arising out of any claim made against the Participant within the scope of coverage furnished by the Trust.
- (3) To furnish full cooperation with the claims adjusters, attorneys selected by the Trust any agent, employee, officer or independent contractor of the Trust, relating to the purposes and powers of the Trust.
- (4) To follow loss reduction and prevention procedures as reasonably required by the Trust
- (5) To report as promptly as possible all incidents which could result in a claim against the Trust.

7. **Participant Duties:**

- (a) **Participant Bound by Terms.** Each entity, on becoming a Participant, agrees to be bound by all provisions and terms of the Trust Agreement, Bylaws, Coverage Documents and other agreements entered into with the Trust or any of its Insurers.

8. **Accrual of Net Surplus:**

- (a) Net Surplus, if any, shall accrue to the Loss Funds as it is earned. No Participant shall have a legally enforceable right to any specific share thereof except as herein provided or as provided by law. Net Surplus

may, at the Trust's discretion, be distributed to the Participants as provided herein. Such distribution may be paid directly or by means of reduction in Contributions for similar coverage due in the next Fund Year.

(b) No distribution of Net Surplus, if any, shall be made in any manner to any Participant who withdraws prior to the computation and distribution of the net surplus.

(c) **Net Surplus Distribution.** The Trustees shall adopt and maintain a surplus distribution policy and shall make such a policy available to Participants upon request.

9. **Loss Funds Protection.**

(a) The Trust must maintain adequate reserves and adequate reinsurance in accordance with ORS 30.382

(b) **Excessive Losses - Non-Assessable Pool.** In the event that a single loss or series of losses by one Participant should exceed the amount of protection afforded by both the Loss Fund and other insurance carried by the Trust, then payment of valid losses shall be the obligation of the individual Participant or Participants against whom the claim(s) were made and perfected by judgment or settlement.

(c) **Transfers Among Loss Funds.** The Trustees may, in their sole discretion, transfer monies among Loss Funds in the event of excessive losses in any one Loss Fund.

(d) **Additional Insurance.** Membership in the Trust shall not preclude any Participant from purchasing insurance in addition to any coverage provided by the Trust.

10. **General Provisions:**

(a) **Title to Trust Assets.** Title to the funds and property of the Trust, including without limitation Loss Funds, shall be vested in and remain exclusively in the Trust and no Participant shall have any right, title or interest in the Loss Funds except as set forth in the Coverage documents nor any right to Contributions made or to be made thereto, nor any claim against any other Participant on account thereof, except as provided by law or by amendment to this Agreement.

(b) **Nonalienation of Benefits.** The funds and property of the Trust, including without limitation Loss Funds, shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than the Trustees and their duly authorized representative to the extent and for the purposes as herein specifically provided.

(c) **Examination of Participant's Books and Records.** The Trustees their agents, employees and attorneys shall be permitted at all reasonable times prior to the expiration of two years after the termination of a Participant's participation in the Trust to examine the Participant's books, vouchers, contracts, documents and records of any and every

kind which show or tend to show or verify the amount which is payable from the Fund to such Participant or any of its employees.

- (d) **Examination of Trust Books and Records.** The Trustees shall arrange for an annual independent audit of the Trust's books, contracts, documents and records and shall make the audited financial statement available to all Participants.

11. **Termination of Trust:**

- (a) The Trust shall terminate upon the date on which Trust has no Participants or as required by law. In addition, OSBA may terminate the Trust by providing written notice of the intent to terminate. Such notice shall be delivered to all Trustees and Participants at least 90 days prior to such termination. In the event that OSBA terminates the Trust, the Trust shall begin to wind up its affairs but shall continue to exist until every policy, contract or other agreement under which any Participant participates in the services offered by, or is indemnified or insured by, or through the Trust is exhausted by payment of claims or is deemed unnecessary as a result of the passage of time.

- (1) Upon the dissolution, adjudication of bankruptcy or appointment of a receiver for OSBA.

(b) **Winding Up:**

- (2) Upon termination of the Trust, any excess funds held in the Trust after payment of all Premiums, just claims and expenses shall be first distributed to Participants for the payment of all liabilities incurred prior to such termination and for liquidation of all assets of the trust. Upon satisfaction of all obligations of the Trust, all remaining assets of the Trust shall be returned to current Participants based on a formula of historic contributions and losses established by the Trustees.

- (3) Automatic termination as provided in Sections (1), (2) and (4) shall not affect the rights of any Participants under any "policy" of "insurance" underwritten by an "insurer" other than the Trust, as the terms "policy", "insurance" and "insurer" are defined in the Oregon Insurance Code.

- (4) No Participant shall be responsible for any claim or judgment against any other Participant or the Trust except to the extent of the assets of the loss fund, any insurance carried by the Trust and future contributions as provided herein.

- (5) The Trustees shall continue to serve in office until all obligations of the Trust have been fully and finally discharged or adequately provided for. Thirty days prior to the termination of the Trust, the Trustees shall notify Participant of such termination.

12. **Withdrawal:** Upon the termination of all participation in the programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Participant, a Participant's membership shall cease.

### 13. Dispute Resolution Process:

- (a) **Appeal to Board of Trustees:** In the event of any dispute arising from the operation of the Trust, the affected Participant shall first appeal to the Trustees. In a matter relating to a claim under a pooled insurance fund coverage document, the appeal must be made within 30 days of the trust's proposed resolution of the disputed claim unless otherwise provided in the contract of coverage. To institute an appeal, the Participant must give written notice to the Chair or Vice-Chair of the Trust providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issues and the requested remedies. At the next scheduled Trust meeting or at such other time as determined by the Chair, the Trustees will review the matter, using procedures as promulgated by the Trust. The Trustees' decision will be communicated to the Participant within 90 days of the Trustees' hearing the appeal.
- (b) **Mandatory Mediation:** If a dispute is not resolved by appeal to the Trustees, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Participant may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Participant shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Participant, or if more than one Participant, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- (c) **Mandatory Arbitration:** If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules for commercial arbitration for ASP. The Trust or a Participant may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by



agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his/her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.


(d) **Coverage Agreement Dispute Resolution**: The dispute resolution provision in any coverage agreement issued by the Trust shall apply for the matters to which such provisions are made applicable in the coverage agreement and shall supersede the dispute resolution provisions of this Section 13. If a coverage agreement is silent, or the dispute resolution contained within it do not apply to a particular dispute, the dispute resolution provision of this Section 13 shall apply.

14. **Amendment**: OSBA reserves the right to alter, amend or terminate this Trust and the terms under which it exists at any time by a memorandum in writing delivered to the Trustees, provided any such change or termination shall not prejudice the rights of any Participant with respect to any accrued right or claim. In order to advise OSBA on any proposed material change to the provisions of this Trust Agreement, the Trustees shall prepare an impact statement to determine the financial impact, if any, on Trust operations and fiscal stability of the proposed changes to the Trust Agreement. The Trustees will provide a 30-day notice to Participants by sending a written copy of the impact statement to the participating Participants.
15. **Severability**: If any provision of this Agreement is adjudicated to be invalid, unenforceable or unconstitutional, the remainder of the provisions not subject to such adjudication shall not be affected and shall continue in full force and effect.
16. **Joinders**: Any joinder to this Agreement executed by a Participant will be deemed to be that Participant's assent to the entirety of this Agreement, as if such had executed an original of this Agreement.

17. **Indemnification:** Trustees, officers and employees of the Trust shall use ordinary care and diligence in the exercise of their powers and in the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Trust shall defend, hold harmless and indemnify the individual Trustees, officers and employees of the Trust from any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity as agents of the Trust. The incident must have occurred while the Trustee, officer or employee of the Trust, was acting within the scope of official duties. This indemnification excludes any duty to indemnify and individual from and criminal investigation or prosecution/litigation, however the Trust may procure such insurance coverage for criminal matters which is within the authority of the Trust to provide under state law.

IN WITNESS WHEREOF, by action of OSBA, this Trust Agreement is approved and OSBA by and through its authorized officers, has caused this Agreement to be executed in its name and on its behalf as of this 11<sup>th</sup> day of November 2018.

**OREGON SCHOOL BOARDS ASSOCIATION**

By: 

OSBA President, LeeAnn Larsen

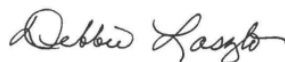
By: 

OSBA Secretary-Treasurer, Maureen Wolf

## PROPERTY & CASUALTY COVERAGE FOR EDUCATION

We, the undersigned Trustees, having been duly appointed to carry out the provisions of the above Trust Agreement, do hereby approve, affirm and accept such Trust.

Date: November 16 ,2018



Debbie Laszlo, Chair

Date: November 16 ,2018



Sharla Andresen, Vice Chair

Date: November 16 ,2018



Adam Stewart, Trustee

Date: November 16 ,2018



Brett Yancey, Trustee

Date: November 16 ,2018



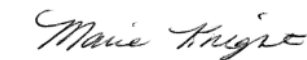
Craig Prewitt, Trustee

Date: November 16 ,2018



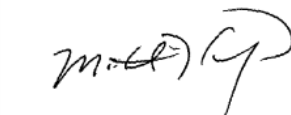
Tenneal Wetherell, Trustee

Date: November 16 ,2018



Marie Knight, Trustee

Date: November 16 ,2018



Mike Schofield, Trustee

Date: November 16 ,2018

Tim Belanger, Trustee

RESOLUTION #18-19.034

DATE: MARCH 11, 2019

2018-2019 ACADEMIC CALENDAR - AMENDED

RELEVANT DATA:

The attached amended 2018-2019 academic calendar is presented to the Board for approval.

As a result of school days missed due to weather, the amended calendar recaptures hours from early release days and shifts the June Early Release/Collaboration Day to the last day of school on June 14 as a full day.

The calendar represents a continued commitment to a full academic calendar.

David Collins will be available to answer any questions the Board may have about the academic calendar for the 2018-2019 school year.

RECOMMENDATION:

It is recommended that the Board of Directors approve the amended 2018-2019 academic calendar as presented.

SUBMITTED BY:

David Collins  
Assistant Superintendent

RECOMMENDED BY:

Bruce Smolnisky  
Interim Superintendent

# 2018-2019 DISTRICT CALENDAR

## Staff - Secondary: Semester IMPORTANT DATES

Adopted 4/9/18 rev1.2

AMENDED 3/6/19

M	T	W	T	F
<b>JULY 2018</b>				
2	3	(4)	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			



<b>AUGUST 2018</b>				
	1	2	3	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	(28)	(29)	(30)	(31)

<b>SEPTEMBER 2018</b>				
(3)	(4)	(5)	(6)	7
10	11	12	13	14
17	18	19	20	(21) <sup>D</sup>
24	25	26	27	28

<b>OCTOBER 2018</b>				
1	2	3	4	5
8	9	10	11	(12) <sup>T</sup>
15	16	17	18	19
22	23	24	25	(26) <sup>D</sup>
29	30	31		

<b>NOVEMBER 2018</b>				
		1	2	
5	6	7	8	9
(12)	13	14	15	(16) <sup>B</sup>
19	20	21	(22)	23
26	27	28	29	30

<b>DECEMBER 2018</b>				
3	4	5	6	(7) <sup>T</sup>
10	11	12	13	14
17	18	19	20	21
24	(25)	26	27	28
31				

<b>Key:</b>	
	End of Quarter
	Non-Contract Holiday
	First & Last Day of School
	Holidays
	Grading-Planning Days/ Parent Conference Days
	Inservice Days: Staff Dev, Planning & Collab
	Early Release
	Collaboration Days (certified & classified report)

Day	Month
<b>August</b>	
28-31	Staff Inservice Days
<b>September</b>	
3:	Labor Day Holiday
4:	Staff Inservice Day
5:	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9
6:	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12
21:	Early Release - Collaboration Day (all students)
<b>October</b>	
12 & 26:	Early Release - Collaboration Day (all students)
<b>November</b>	
1 & 2:	No School - Grading/Conference Day ( <b>Sec Only</b> )
12:	No School - Veterans Day Holiday
16:	Early Release - Collaboration Day (all students)
22 & 23:	Holiday - Thanksgiving - No School
<b>December</b>	
7:	Early Release - Collaboration Day (all students)
24-31:	Winter Break - No School
<b>January</b>	
1:	New Year's Day Holiday
2-4:	Winter Break - No School
7:	No School - Collaboration Day (all students)
11 & 25:	Early Release - Collaboration Day (all students)
21:	No School - Non-Contract Holiday (all students)
31:	No School - Grading Day ( <b>Sec Only</b> ), End of 1st Sem
<b>February</b>	
1:	No School - Grading Day ( <b>Sec</b> ), Teacher Prep ( <b>Elem</b> )
15:	Early Release - Collaboration Day (all students)
18:	No School - Non-Contract Holiday (all students)
<b>March</b>	
1 & 15:	Early Release—Collaboration Day (all students) <b>Add back hrs</b>
25 - 29:	No School - Spring Break
<b>April</b>	
5:	No School-Conf/Grading Day ( <b>Sec Only</b> )-End of 3rd Qtr
12 & 26:	Early Release—Collaboration Day (all students) <b>Add back hrs</b>
<b>May</b>	
10 & 24:	Early Release—Collaboration Day (all students) <b>Add back hrs</b>
27:	Holiday - Memorial Day
<b>June</b>	
13:	<b>Add back hours</b>
14:	<b>Last Day of School (full day) Add back day</b>
14 17:	<b>Staff Grading Day</b>

M	T	W	T	F
<b>JANUARY 2019</b>				
(1)	2	3	4	
(7)	8	9	10	(11) <sup>B</sup>
14	15	16	17	18
(21)	22	23	24	(25) <sup>D</sup>
28	29	30	31	

<b>FEBRUARY 2019</b>				
				1
4	5	6	7	8
11	12	13	14	(15) <sup>B</sup>
(18)	19	20	21	22
25	26	27	28	

<b>MARCH 2019</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

<b>APRIL 2019</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

<b>MAY 2019</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
(27)	28	29	30	31

<b>JUNE 2019</b>				
3	4	5	6	7
10	11	12	13	(14)
(17)	18	19	21	22
24	25	26	28	29

End 1st Quarter: Nov 1  
End 1st Semester: Jan 31  
End 3rd Quarter: April 5  
End 2nd Semester: June 17

Student Contact Days: 175.0

**Add back hours/days**  
**snow days**

\*This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

**Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.**

**NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's calendar**



# 2018-2019 DISTRICT CALENDAR

## Staff -Elementary: Trimester IMPORTANT DATES

Adopted 4/9/18 rev1.2

AMENDED 3/6/19

M	T	W	T	F
<b>JULY 2018</b>				
2	3	(4)	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

<b>AUGUST 2018</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	(28)	(29)	(30)	(31)

<b>SEPTEMBER 2018</b>				
(3)	(4)	(5)	(6)	(7)
10	11	12	13	14
17	18	19	20	(21) <sup>D</sup>
24	25	26	27	28

<b>OCTOBER 2018</b>				
1	2	3	4	5
8	9	10	11	(12) <sup>T</sup>
15	16	17	18	19
22	23	24	25	(26) <sup>D</sup>
29	30	31		

<b>NOVEMBER 2018</b>				
		1	2	
5	6	7	8	9
(12)	13	14	15	(16) <sup>B</sup>
19	20	21	(22)	23
26	27	(28)	29	30

<b>DECEMBER 2018</b>				
3	4	5	6	(7) <sup>T</sup>
10	11	12	13	14
17	18	19	20	21
(24)	(25)	(26)	(27)	(28)
(31)				

<b>Key:</b>				
	End of Trimester			
	Non-Contract Holiday			
	First & Last Day of School			
	Holidays			
	Grading-Planning Days/ Parent Conference Days			
	Inservice Days: Staff Dev, Planning & Collab			
	Early Release			
	Collaboration Days (certified & classified report)			
	Kinder Only			

Day	Month
<b>August</b>	
28-31	Staff Inservice Days
<b>September</b>	
3:	Labor Day Holiday
4:	Staff Inservice Days
5:	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9
6:	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12
7:	Kinder Teacher Collaboration Day - <i>Only Kinder students do not attend</i>
21:	Early Release - Collaboration Day (all students)
<b>October</b>	
12 & 26:	Early Release - Collaboration Day (all students)
<b>November</b>	
12:	No School - Veterans Day Holiday
16:	Early Release - Collaboration Day (all students)
22 & 23:	Holiday - Thanksgiving - No School
28-30:	Grading/Conf Day, End of 1st Trimester ( <b>Elem Only</b> )
<b>December</b>	
7:	Early Release - Collaboration Day (all students)
24-31:	Winter Break - No School
<b>January</b>	
1:	New Year's Day Holiday
2-4:	Winter Break - No School
7:	No School - Collaboration Day (all students)
11 & 25:	Early Release - Collaboration Day (all students)
21:	No School - Non-Contract Holiday (all students)
<b>February</b>	
1:	No School - Grading Day ( <b>Sec</b> ), Teacher Prep ( <b>Elem</b> )
15:	Early Release - Collaboration Day (all students)
18:	No School - Non-Contract Holiday (all students)
<b>March</b>	
1 & 15:	Early Release - Collaboration Day (all students) <b>Add back hrs</b>
8:	No School - Grading Day/End of 2nd Trimester ( <b>Elem Only</b> )
25-29:	No School - Spring Break
<b>April</b>	
12 & 26:	Early Release - Collaboration Day (all students) <b>Add back hrs</b>
<b>May</b>	
10 & 24:	Early Release - Collaboration Day (all students) <b>Add back hrs</b>
27:	Holiday - Memorial Day
<b>June</b>	
13:	<b>Add back hours</b>
14:	<b>Last Day of School (full day) Add back day</b>
14 17:	<b>Staff Grading Day</b>

M	T	W	T	F
<b>JANUARY 2019</b>				
(1)	2	3	4	
(7)	8	9	10	(11) <sup>B</sup>
14	15	16	17	18
(21)	22	23	24	(25) <sup>D</sup>
28	29	30	31	

<b>FEBRUARY 2019</b>				
				1
4	5	6	7	8
11	12	13	14	(15) <sup>B</sup>
(18)	19	20	21	22
25	26	27	28	

<b>MARCH 2019</b>				
				(1) <sup>D</sup>
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

<b>APRIL 2019</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

<b>MAY 2019</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
(27)	28	29	30	31

<b>JUNE 2019</b>				
3	4	5	6	7
10	11	12	13	(14)
(14)	18	19	21	21
21	25	26	28	28

End 1st Trimester: Nov 28  
End 2nd Trimester: March 8  
End 3rd Trimester: June 14

Student Contact Days: 175.0

**Add back hours/days**  
**snow days**

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**Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.**

**NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's calendar**

**RESOLUTION #18-19.035**

**DATE: MARCH 11, 2019**

**RECOMMENDATION TO HIRE SUPERINTENDENT  
AND NEGOTIATE EMPLOYMENT CONTRACT AGREEMENT FOR 2019-2020**

**RELEVANT DATA:**

With Springfield Superintendent Sue Rieke-Smith's resignation effective at the end of the 2017-2018 school year, the Springfield Board of Education engaged the services of MacPherson and Jacobson, L.L.C. on October 22, 2018 to conduct a nation-wide search for a new superintendent.

Throughout the winter months the search firm conducted focus groups, and posted the vacancy. Simultaneously, the School Board finalized an interview process that included cross-stakeholder involvement in the form of three interview panels. On January 16, the position closed and the search firm conducted initial screenings and recommended top candidates to the board for their review. Four candidates rose to the top and during the week of February 19, 2019 three rounds of interviews were held.

With the help of thoughtful feedback from the stakeholder panels, the School Board held three Executive Sessions to review and thoroughly vet the candidates. Upon reaching a unanimous decision, the Board proceeded with additional site visit interviews, began a background check and contract negotiations.

**RECOMMENDATION:**

It is recommended that the Board of Directors hire Todd K. Hamilton as Superintendent of Springfield Public Schools, effective July 1, 2019 and authorize Chair Bessett to negotiate and execute the Employment Contract between Mr. Hamilton and the Governing Board of Springfield School District #19, for the 2019-2020 fiscal year.

**SUBMITTED BY:**

Zachary Bessett, Chair  
Springfield Board of Education