



**BOARD OF EDUCATION**  
**June 26, 2017**  
**Administration Center Boardroom**  
**525 Mill Street • Springfield, OR 97477**

**4:30 pm Executive Session (non-public) under ORS 192.660(2)(d) Labor Negotiations, ORS 192.660(2)(i) Superintendent Evaluation and ORS 192.660 (2)(b) Consider the Dismissal or to Hear Complaints or Charges Brought against a Staff Member who does not Request an Open Hearing**

**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 Tina DeHaven
2. Public Comments (Three (3) minutes each; maximum time 20 minutes. Speakers may not yield their time to other speakers.)	
3. Consent Agenda	
A. May 18, 2017 Budget Committee Meeting Minutes	1
B. June 12, 2017 Board Meeting Minutes	2
C. Personnel Action, Resolution #16-17.062	Michael Henry 3
D. Alternative Education Program Approval, Res. #16-17.063	Brian Megert 4
E. Summer School Programs Update	Kevin Ricker & Suzy Price 5
F. Graduation and Scholarships Report	Kevin Ricker 6
G. Revised 2017-2018 School Calendar, Resolution #16-17.064	David Collins 7
4. Action Items	
A. Superintendent Evaluation and Contract	Chair DeHaven 8
B. SAAC Contract Agreement, Resolution # 16-17.065	David Collins 9
C. Transfer Budget Appropriations, Resolution #16-17.066	Brett Yancey 10
D. Officers/Clerks/Depository, Resolution #16-17.067	Brett Yancey 11
E. Property/Liability/Workers Comp Insurance, Res. #16-17.068	Brett Yancey 12
F. Legal Services & Auditor, Resolution #16-17.069	Brett Yancey 13
G. WLA Contract Renewal, Resolution #16-17.070	Kevin Ricker 14
H. Bus Lease/Purchase Agreement, Resolution #16-17.071	Brett Yancey 15
5. Reports and Discussion	
A. Superintendent Communication	Sue Rieke-Smith
B. Board Communication	Chair DeHaven
• Agencies & Civic Organizations Reports	
6. Other Business	
7. Next Meeting: August 14, 2017	
8. Adjournment	Chair DeHaven

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 525 Mill Street, Springfield, OR 97477; Phone: (541) 726-3201. Contact should be made 72 hours in advance of the event.

## MINUTES

**A meeting of the Springfield Public Schools (SPS) District No. 19 Budget Committee** was held May 18, 2017 in the Boardroom of the Administration Center.

### **Attendance**

Budget Committee members in attendance were Laurie Adams, Tina DeHaven, Erik Bishoff, Sandra Boyst, Nancy Cameron, Emilio Hernandez (via phone), Ken Kohl, Steve Irvin, John Svoboda, Zach Besset, included District staff, students and community members identified included Superintendent Dr. Sue Rieke-Smith, Brett Yancey, Anne Goff, Laurel Ross, Joan Bolls, Brenda Holt, Laura Pavlat, David Collins, Don Lamb, Judy Bowden, David Cole, Greg James, Gary Cole, Melissa Stalder, Jenna McCulley, Brian Megert, Tim Stephens, Glenda Harter, Mevera Koenig, Chris Reiersgaard, Sheryl Cramer, and Linda Henry.

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

Mr. Kohl called the meeting to order.

### **2. APPROVAL OF 5-11-2017 MINUTES**

Mr. Kohl led the flag salute.

### **3. APPROVAL OF 5-11-2017 MINUTES**

**MOTION:** Ms. Adams moved, Mr. Irvin, seconded, for approval of May 11, 2017 Budget Committee minutes. Carried 10-0.

### **4. INFORMATION REQUEST(S) & PRESENTATION**

Mr. Yancey directed Budget Committee members to the following documents which he provided in response to requests from Budget Committee members.

- Springfield Public Schools—Financial Information Request—15-May17
- Springfield Public Schools—Staffing Information
- Dual Language—Budget Committee Follow Up Report—May 18, 2017
- Springfield Public Schools—Budgeted Licensed FTE-- May 18, 2017
- 2017-18 Budgeted/Certified FTE

Mr. Yancey provided a Powerpoint presentation Springfield Public Schools—Budget Committee—Dr. Sue Rieke-Smith, Superintendent—May 18, 2017.

#### **a) 5-Year Summary – All Funds**

Mr. Yancey reviewed the document Springfield Public Schools—Financial Information Request—15-May-19, and responded to Budget Committee members questions.

#### **b) 10-Year Summary– Staffing by category**

Mr. Yancey reviewed the document Springfield Public Schools—Staffing Information and responded to Budget Committee members questions:

#### **c) Dual Language Summary**

Ms. Price reviewed the following documents and responded to Budget Committee members questions:

- 2016-2017 Dual Language Timeline
- Phasing Up...2017-18
- Next year...

**d) 10-Year Summary – Budgeted Certified Staffing**

Mr. Yancey reviewed the document Springfield Public Schools—Budgeted Licensed FTE—15-May17

**e) Detailed breakdown of certified staffing by building**

Mr. Yancey reviewed the document entitled 2017-18 Budgeted/Certified FTE

**f) Summary – District Textbook Adoption**

Mr. Yancey reviewed the document entitled Springfield Public Schools Textbook Adoption Cycle

**g) Economic Forecast (5-16-2017) Review**

Mr. Yancey reviewed the document entitled Economic Forecast Summary (5/17/2017)

**h) Reserve Positions and Information**

Mr. Yancey reviewed slide which illustrated the State of Oregon economic forecast, which had been presented to the Oregon Legislature on May 17, 2017. He reviewed the document entitled Certified Reserve Positions—Recommendation

Budget Committee members thanked Mr. Yancey and his staff for preparing the budget.

Mr. Yancey turned the budget over to the Committee for consideration.

## **5. PUBLIC INPUT**

Mr. Kohl called for public input.

Glenda Harder encouraged the District to expand outreach for the Dual Language program to more preschools. The proposed .5 FTE coordinator position was important for the success of the program. She hoped the Board would direct the District to start the recruitment process for the program as soon as possible. She was concerned that the program would have only one classroom next year, opposed to having two classrooms this year. She encouraged the Board to budget money for curriculum materials for 4<sup>th</sup> and 5<sup>th</sup> graders as soon as possible.

## **6. ADDITIONAL DISCUSSION OR CLARIFICATION**

In response to Mr. Kohl, Mr. Yancey said the changes in the budget were scattered throughout the document. Staff would bring detailed information to the Board for review through the budget approval process.

Responding to Ms. Adams, Mr. Yancey said the budget for Communications Department included funding for a Community Engagement Officer and .75 FTE for a support position. The Community Engagement Officer also supervised a reception position. Ms. Adams proposed increasing the Communications Department budget.

Ms. McCully added the Community Engagement Officer served as a liaison to the Springfield Education Foundation (SEF) but did not provide staff support to SEF.

In response to Ms. Adams, Mr. Yancey said because the District was in a reduction mode, the staff recommendation did not include an increase in the Communications Department. Any increase would require a reduction in another budget item.

Responding to Ms. Boyst, Ms. McCully said she hoped to have public access to the District's new website by July 1, 2017.

Budget Committee members and staff discussed the challenges of fewer people being willing to volunteer, and the impact on students, faculty and schools.

In response to Ms. Adams, Mr. Yancey said the number of students participating in school breakfast and lunch programs decreased as students advanced to higher grades, in part, due to the perceived stigma of eating in school cafeterias. Additionally, open campuses on THS and SHS allowed students to exercise their independence and leave campus. Participation at elementary schools was fairly steady. The District's reliance on Federal commodities presented a challenge because the District did not have a choice in what commodities it would receive. Through a restructuring of Nutritional Services next year, the District planned to hire a dietician who would be able to focus on appropriate menus and dietary needs of the students.

## **7. APPROVAL OF DOCUMENT**

**MOTION:** Mr. Bishoff moved, Ms. Adams, seconded, for approval of the proposed 2017-2018 Budget Document, as amended. Carried 10-0.

Mr. Yancey thanked the Budget Committee for its work on the Budget. He opined this committee and the Board were diligent about the budget and transparency in working through the process. He cautioned that the District did not yet have an adopted State of Oregon budget. Staff would remain in conversations with the Budget Committee and the Board as the State worked through its process. He expressed optimism that the State's adopted budget would include the proposed 7.8 percent increase, which was reflected in the District's budget. The District had a plan in place if the 7.8 percent increase was not reached. He understood the State budget would be completed in July, but that would be after the District's adopted budget was in place.

## **8. BUDGET COMMITTEE MEETINGS**

### **a) June 12, 2017 – Budget Hearing**

Mr. Kohl said following today's Budget Committee meeting, the Board would hold a public hearing and adopt the budget at its June 12, 2017 meeting.

## **9. ADJOUR MEETING**

The meeting was adjourned at 7:30 p.m.

*(Minutes recorded by Linda Henry)*

### **BUDGET HEARING**

20/A Budget Hearing of the Lane County School District No. 19 Board of Education was held on June 12, 2017.

#### **1. CALL BUDGET HEARING TO ORDER AND FLAG SALUTE**

The hearing was called to order in the Board Room of the Administration Center at 6:50 pm by Board Chair Tina DeHaven and was followed by the Pledge of Allegiance.

Board members present included Chair DeHaven, Laurie Adams, Erik Bishoff, Sandra Boyst, and Dr. Emilio Hernandez.

Others in attendance included Superintendent Sue Rieke-Smith, Brett Yancey, David Collins, Kevin Ricker, Suzy Price, Tom Lindly, Judy Bowden, Jenna McCulley, Brian Megert, Anne Goff, Joan Bolls, Brenda Holt, Melissa Stadler, Tim Stephens, Kim Donaghe, Kristin Denmark and Linda Henry.

#### **2. PUBLIC COMMENTS**

No one wished to make comments.

#### **3. CLOSING OF HEARING**

The Budget Hearing was concluded at 6:51 pm.

### **BUSINESS MEETING MINUTES**

A Regular Meeting of the Lane County School District No. 19 Board of Education was held on June 12, 2017.

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

Board Chair Tina DeHaven called the Springfield Board of Education meeting to order in the Board Room of the District Administration Center at 6:52 pm and led the Pledge of Allegiance.

##### **Attendance**

Board Members present included Chair Tina DeHaven, Erik Bishoff, Sandra Boyst, Dr. Emilio Hernandez and Laurie Adams.

Others in attendance included District staff, students and community members Superintendent Sue Rieke-Smith, Tom Lindly, Jenna McCulley, Brian Megert, Kevin Ricker, David Collins, Suzy Price, Judy Bowden, Anne Goff, Nancy Cameron, Amber Mitchell, Colleen Hunter, Lora Lebow, Ken Kohl, Alyssa Nestler, Kim Hernandez, Brian Reed, Sara Burgin, Rachel Rich, Anne Goff, Katie Stocks, Robin Erickson, Zehra Greenleaf, Wayne Strong, Laura Scruggs, Holly Ellingson, JoVone Kettwig, Deb Lang, Chad Towe, José da Silva, Kristin Denmark and Linda Henry.

Chair DeHaven asked if there were any changes to the agenda.

Ms. Adams asked that the Superintendent's evaluation be added to the agenda during Reports and Discussion.

Mr. Collins asked that Resolution #16-17.061 be added as agenda item 8.B.

## **2. RECOGNITION**

### **• Student VOICE**

Alyssa Dodds gave a shout out to the Springfield Teacher Leadership Cadre. She had gone through the process last year. She was a language arts teacher and Student VOICE ally at Thurston High School. She introduced Jacob, who shared his experience in Student VOICE.

Ms. Dodds introduced A3's humanities teacher and Student VOICE advisor, Samantha Krop. Ms. Krop introduced student Rafael. Rafael and Misha were outstanding students at A3.

Ms. Dodds introduced Amanda Bottimore, an English teacher and Student VOICE advisor at Springfield High School. She said her three Student VOICE students, Miguel, Rebecca, and Yolanda, were not able to attend tonight's meeting.

Dr. Hernandez commended the students for their efforts in making a significant change for SPS.

## **3. SPRINGFIELD TEACHER LEADERSHIP CADRE PRESENTATION**

Kim Hernandez, Bryan Reed and Sara Burgin, members of the Springfield Teacher Leadership Cadre (STLC) shared a presentation about the STLC. They provided a Powerpoint presentation on the topic.

Mr. Reed thanked the Board for giving the group time to share information about the STLC. Tonight they would tell the story of the STLC...the story of where they had been, where they were now and where they would like to go. After the presentation, they would ask the Board to advocate for the STLC so great things could happen for the Springfield Public Schools (SPS) kids.

Ms. Hernandez said the STLC was a dedicated group of teachers who wanted to engage in teacher led leadership in the classroom.

Ms. Burgin said the idea came from Nancy Golden in 2012. The original funding source was from grants from the Paul G. Allen Family Foundation and Teach Oregon. Those grants had come to an end and the STLC was in search of sustainable funding.

Mr. Reed said the goals the STLC had identified came from the Skillful Teacher, which provided a framework that SPS had used for building a repertoire of understanding and skills for professional development and mentorship for teacher evaluations.

Ms. Burgin, Ms. Hernandez and Mr. Reed provided information on the following:

- Modifications to the Process...how the process had changed since 2012
- Springfield as a Model District throughout the State
- Where we are
- Leading in career advancement
- Leading through Mentoring and Induction
- Leading LEARNing walks
- Outcomes of LEARNing walks
- Leading in Collaboration
- Leading our Community
- STLC at a Glance
- Leading with Licensure
- Teacher Leader Licensing
- Leading Professional Development
- Leading Decision Making

- Teacher Leader Consultation
- More Ideas for Next Steps
- Testimonials
- Where are we Going

Ms. Hernandez distributed a handout which included testimonials from SPS teachers about STLC and letters from SPS teachers Alyssa Neslter and Jenifer Gonzales, explaining how important STLC had been to them.

Mr. Reed asked, where are we going? He then asked, how can you help?

Ms. Burgin asked the Board to advocate for STLC for SPS to enable the teachers to continue the good work that had already taken place through the program, by providing funding to continue the program and to show that the District valued teachers and teacher leadership.

In response to Ms. Boyst, Ms. Hernandez said the grant funding had run out. Ms. Boyst asked how the STLC would go forward knowing the District had funding limitations. Ms. Hernandez said the teachers believed the trajectory the group was on was positive. Other districts had looked at and been impressed with the SPS Teacher Leader application process, taken it back to their districts, and modified it to meet their districts' needs.

Responding to Ms. Boyst, Ms. Scruggs said the STLC program cost approximately \$100,000 to \$150,000 annually, depending on how often the program was opened to new applicants and how many people applied.

In response to Ms. Adams' question about whether SPS had any plans to funnel money into the STLC, Mr. Collins said the District did have plans for teacher leadership for next year. This was based on the work done during the last six to eight years around the importance of teacher leaders and how it could be integrated into the work the District did.

Mr. Bishoff asked how many teachers had been involved in the cadre and what other districts had similar programs.

Ms. Hernandez said 48 teachers had participated in the STLC.

Ms. Scruggs said Gresham-Barlow, David Douglas and Ashland had STLC programs. Additionally, the SPS STLC had presented statewide through the Teach Oregon grant and the collaboration grant.

Mr. Bishoff thanked the teachers for the learning walk experience which was an educational experience for the Board members.

Ms. DeHaven thanked Ms. Burgin, Ms. Hernandez and Mr. Reed for their presentation.

#### **4. SPRINGFIELD EDUCATION FOUNDATION**

Ronnel Curry, Executive Director of the Springfield Education Foundation (SEF) provided the SEF annual report. She introduced Maple Elementary School teacher Zehra Greenleaf and several students who were the recipients of a \$4,500 grant for Spanish literacy. The students shared their experiences participating in the Spanish Literacy iPod Program. Ms. Curry offered a Powerpoint presentation entitled Springfield Education Foundation—Annual Report to SPS Board. The SEF raised over \$450,000 in 2015-2016 and invested \$231,000 in SPS programs. She introduced SEF Board Vice Chair, Brenda Hansen, who would assume the role of SEF Board Chair on July 1, 2017.

Ms. DeHaven thanked Ms. Curry for her work with the SEF on behalf of SPS. Ms. DeHaven wished Ms. Curry well in her new endeavors.

## **5. REPORT FROM LISTENING SESSIONS WITH TEACHER LEADERS**

Springfield Education Association (SEA) President, Anne Goff distributed a document entitled Report From Listening Session With Teacher Leaders. She reviewed the work done through the listening events held during the last year, which identified concerns around behavior, class size and mental health supports. Other areas identified included:

- Classified Support
- District Vision
- Board members and Directors spending time in classrooms
- Evaluation System
- Resist the “new normal” concept
- Consistency Across the District
- Trust in Staff
- Resource Needs
- Professional Development
- Areas Where Supports Needed

Ms. DeHaven thanked Ms. Goff for her report.

## **6. PUBLIC COMMENT**

Alyssa Nestler, a 1<sup>st</sup> and 2nd grade teacher at Centennial Elementary School, read a statement in support of the STLC.

Colleen Hunter, a teacher at Mt. Vernon Elementary School, distributed a handout and explained why she was leaving the District.

Rachel Rich, a retired SPS teacher, distributed a handout, and encouraged Board members to contact their legislators and the Oregon Department of Education (ODE) about plans to collect students’ personal data and adoption of Smarter Balanced testing.

Jesse Cox commended A3’s confluence program and project based student learning. He commended the Board’s decision to opt out of Smarter Balanced testing.

Bonnie Aulakh, a second year English teacher at Springfield High School, spoke in support of the STLC, the LEARning Walks and the Navigating 2<sup>nd</sup> and 3<sup>rd</sup> year teaching courses.

Tyler Nice, a history teacher at Thurston High School, spoke in support of the STLC. He was a founding member of the STLC and felt the program was good for the District. He asked the Board to support the STLC in the future.

Laura Scruggs, a teacher at Briggs Middle School, spoke in favor of support for the STLC. She had been involved in creating the master teacher program, which had evolved into the STLC.

## **7. CONSENT AGENDA**

**A. May 8, 2017 Board Meeting Minutes**

**B. Financial Statement**

**C. Personnel Action, Resolution #16-17.057**



Michael Henry recommended that the Board of Directors approve the personnel action for licensed employees as reflected below:

**New Hires**

Elissa Barton  
Catherine Brothers  
Stacy Carpenter  
Sarah Dement  
Meyana Dummer  
McCall Habermehl  
Sarah Heacox  
Veronica Landeros  
Joseph Ma'Aseia  
Sasha Mattingly

Erica Milkovich  
Alexandra Newson  
Nicolle Ng  
Diana Reyes Retana  
Sara Rogers  
Rebecca Rupnow  
Christine Sales  
Thomas Schramm  
Kelsey Thompson  
Brittany Waters

**Resignations**

Virginia Hoke  
Samantha Krop  
Hayley Orton  
Becky Springer  
**Retirements**  
Rhonda Durfee  
Kristin Foster  
Susan Stambaugh  
Belinda Villanueva  
**Change in Contract Status**  
Bobbi Dano

**D. Meal Price Increase, Resolution # 16-17.058**

Brett Yancey recommended that the Board of Directors for the Springfield Public Schools increase paid status meal lunch prices by \$0.10 per meal at Elementary and Middle School levels, and \$0.05 per meal at High School.

Brett Yancey recommended that the Board of Directors for the Springfield Public Schools increase paid status meal breakfast prices by \$0.10 per meal at all school levels. This would result in the following prices:

**Breakfast:**

Elementary: \$1.25  
Middle School: \$1.25  
High School: \$1.25

**Lunch:**

Elementary: \$2.65  
Middle School: \$2.85  
High School: \$2.95

**E. Out of State Trip, THS Cheerleading, Resolution #16-17.059**

Kevin Ricker recommended the Board of Directors approve Thurston High School Cheerleading Programs' request to travel to Centralia, Washington to participate in USA Spirit Camp. Dates of travel will be July 21-24, 2017.

Principal Chad Towe will report fundraising progress to the Board. It is understood trip approval is contingent upon the club/organization raising all funds required to cover all costs associated with the trip.

**MOTION:** Ms. Adams moved, Dr. Hernandez seconded, for approval of the Consent Agenda. Carried 5-0.

**8. ACTION ITEMS**

**A. 2017-2018 Budget Adoption, Resolution #16-17.060**

Brett Yancey recommended that the Board of Directors adopt the 2017-2018 Budget Resolution as presented.125

**MOTION:** Ms. Adams moved, Dr. Hernandez seconded, for approval of the 2017-2018 Budget Resolution. Carried 5-0.

In response to Dr. Hernandez, Mr. Yancey explained he would notify Board members if the District was informed about any changes to the proposed budget at the State level. He added the Board had a commitment to include the Budget Committee in any conversations about the 2017-2018 budget.

Dr. Rieke-Smith added Board members would be notified by email when a final budget number was received from the State. She recommended that the Board discuss the issue at its summer planning session.

## **9. Reports and Discussion**

Mr. Collins offered a report on the contract negotiations with the Springfield Education Association (SEA). He said the Board was being asked to ratify the new two year agreement between Springfield Public Schools District 19 and the SEA, beginning July 1, 2017 through June 30, 2019.

**MOTION:** Ms. Boyce moved, Ms. DeHaven seconded, for approval of the two-year agreement between Springfield Public Schools District 19 and the SEA, beginning July 1, 2017 through June 30, 2019. Carried 5-0.

Ms. Adams expressed appreciation for the hard work done by the District's negotiating team and the SEA negotiating team.

Ms. Goff introduced members of the SEA bargaining team who were in attendance: Laura Scruggs, Cheryl Dixon and Holly Ellingson.

### **A. Bond Oversight Committee Report**

Ken Kohl presented the Bond Oversight Committee report.

Ms. Boyst thanked Mr. Kohl for their efforts on behalf of the District.

### **B. Superintendent Communication**

Superintendent Sue Rieke-Smith shared that each year at this time, she finds herself reflecting on the body of work she has had the opportunity to engage in with staff, students and families for the year. As part of this practice, not only does she focus on what she wasn't able to accomplish with the goal of better performance in the coming year, but what was accomplished thanks to colleagues and staff. She believes a district should think of itself as a coherent system of policies, procedures and staff work that are singularly focused to supporting the interaction between the teacher, student and course content. In that vein, she wished to briefly highlight and thank but a few of our staff who exemplified that coherence and support to the instructional core.

- Transportation: Bus drivers Phil Root, Monte Boskay, Ray Martinez.
- Warehouse: Ken Stevens, Greg Davis, Dave Samon, Daniel Carol.
- Classified Staff: Indian Education Coordinator Dawn Maillett.
- Mt Vernon kindergarten teacher Celina Ziolkowski.

She concluded her comments by saying that we have accomplished a great deal this year thanks to all our teachers, administrators and classified staff. While she often hears concerns about "the district" doing this or that, she believes these examples are truly what "the district" is all about. She looks forward to sharing many more stories of great acts in service to students and staff in the coming year.

### **C. Board Communications**

Laurie Adams shared she had shed a few tears this week as she attended six graduations and saw lots of great accomplishments from many kids. She toured Hamlin Middle School (HMS), which is a beautiful building, today and she commended staff who had been involved in the construction of the new building. She introduced Zach Bessett, who would begin serving as a new board member July 1, 2017.

Erik Bishoff said attending the graduations had been fun. He said the District had sent out opt out forms. He enjoyed visiting schools. Good things would come from the visits in helping Board members better understand what teachers did, and what teachers and kids went through. He enjoyed touring the new HMS today. He thanked Jenna McCulley for the good reports about SPS in the Register Guard.

Ms. DeHaven echoed Ms. Adams and Mr. Bishoff's comments about the impactful graduations this weekend. She enjoyed seeing the graduates off to a new chapter in their book. The Board had begun the evaluation process

for Superintendent Rieke-Smith with a district wide evaluation process. The evaluation would take place in Executive Session and the Board hoped to have a summary of Dr. Rieke-Smith's performance at the June 26, 2017 Board meeting.

Ms. Boyst had toured the new HSM today. She noted some of the things on Ms. Goff's wish list were included at the new HMS and it was exciting to see some of the things on the wish list would become reality.

In response to Ms. Boyst, Ms. McCulley shared information on the opt out letter that had been sent out.

Dr. Emilio Hernandez stated the opt out letter from the State caused confusion across the state.

Dr. Rieke-Smith said the State was still waiting for final approval from the federal Department of Education for the Every Student Succeeds Act (ESSA). The District could move forward and have the broader conversation about the State plan related to flexibility with assessment and as part of a larger communication to District staff. There was a team of District teachers and principals currently working on other measures and formative assessments, in an effort to separate the assessment from the conversation about Smarter Balanced.

Dr. Hernandez recognized Springfield High School Principal José da Silva and Thurston High School Principal Chad Towe for their great work in organizing the graduation ceremonies for their schools. He commended them for the diversity in their schools and for the respectful manner in which the students were treated. He thanked Mr. Yancey and Mr. Collins for the work they did with the SEA negotiation team.

Ms. McCulley said \$9.4 million in scholarships were awarded to SPS graduates this year.

Ms. Boyst asked that the Board vision be placed on a future agenda.

Dr. Rieke-Smith recommended that the Board vision be placed on the agenda for the Board's summer planning session.

## **8. OTHER BUSINESS**

There was no other business.

## **9. NEXT MEETING:**

June 26, 2017, work session at 4:00 pm followed by a business meeting at 7:00 pm, both to be held at the Administration Building in the Board Room.

## **11. ADJOURNMENT**

With no other business, Chair DeHaven adjourned the meeting at 9:16 pm.

*(Minutes recorded by Linda Henry)*

**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 new hires, resignations, retirements and lay off. 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. Dr. Michael Henry 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:

- New Hires
- Resignations
- Retirements
- Lay Off
- Terminations

SUBMITTED BY:

Michael Henry, Ph.D.  
Director of Human Resources

APPROVED BY:

Susan Rieke-Smith, Ed.D.  
Superintendent

NO	NAME	CURRENT BUILDING ASSIGNMENT	CURRENT STATUS	FTE	EFFECTIVE DATE	NOTES
	<b>NEW HIRES</b>					
1	JERAMI CAMPBELL	THURSTON MIDDLE SCHOOL	PROBATIONARY 1	FT	08/29/2017	NEW HIRE
2	TEMEKA CIRCLE BEAR	AGNES STEWART	PROBATIONARY 1	FT	8/29/2017	NEW HIRE
3	TRACY CONAGHAN	TRDR	PROBATIONARY 1	FT	8/29/2017	NEW HIRE
4	KYLE JACKSON	BRIGGS	PROBATIONARY 2	FT	8/29/2017	REHIRE FROM TEMPORARY
5	AMY LEHM	MAPLE PRESCHOOL	TEMPORARY	FT	8/29/2017	NEW HIRE
6	THOMAS LEMONDS	SHS	PROBATIONARY 1	FT	8/29/2017	NEW HIRE
7	AMANDA ROSENFELT	GUY LEE	PROBATIONARY 1	FT	8/29/2017	NEW HIRE
8	CHLOE SHILAO	ADMIN BUILDING	PROBATIONARY 1	FT	8/29/2017	NEW HIRE
	<b>RESIGNATIONS</b>					
9	ANNIE CASWELL	YOLANDA	PROBATIONARY 3	FT	6/30/2017	RESIGNATION
10	MAGGIE GROCE	TWO RIVERS-DOS RÍOS	PROBATIONARY 1	FT	6/30/17	RESIGNATION
11	JOANNA SHERWOOD	THURSTON MIDDLE	PROBATIONARY 3	FT	6/30/2017	RESIGNATION
12	SHARIE BORNEMAN	TWO RIVERS-DOS RIOS	CONTRACT TEACHER	FT	06/30/17	RESIGNATION
	<b>RETIREMENTS</b>					
13	THOMAS LINDLY	ADMIN BLDG	CONTRACT ADMINISTRATOR	FT	7/31/17	RETIREMENT

	<b>CHANGE IN CONTRACT STATUS</b>					
14	THOMAS LINDLY	ADMIN BLDG	TEMPORARY	FT	8/1/17-6/30/18	TEMPORARY REHIRE OF RETIREE
	<b>LAY OFF</b>					
15	JONATHON HELMANDOLLAR	SHS	PROBATIONARY 1	FT	6/22/2017	LAY OFF
	<b>TERMINATIONS</b>					
16	JENNIFER CROUCH	BRIGGS	CONTRACT TEACHER	PT	06/26/17	TERMINATION

## ALTERNATIVE EDUCATION PROGRAM APPROVAL

### RELEVANT DATA:

In accordance with ORS 336.631(3) and Board Policy IGBHA, the district must annually evaluate and approve each alternative education program it operates, participates in or contracts with to provide services to students. During 2016-2017 Springfield School District #19 operated programs within the district and contracted with Board approved contractors to provide educational services to district students.

The programs have been evaluated on several criteria. The primary factors examined were the type of service provided, the age and number of students enrolled and maintained in the program, the ability of each program to address the educational and other pre-identified needs of the students enrolled.

Participation in the Oregon State Assessment is required of all alternative education providers under ORS 336.637, so continuation of contract with programs is dependent upon compliance with the required assessment of students placed with outside alternative education contractors.

### High School Options Team

The High School Options Team (HOT) was developed and implemented in 2011-12 to better serve students at the high school level. This team meets weekly to consider a range of options to include placement at any of our high school programs as well as potential placement in outside programs. This team engaged in conversation specific to approximately 375 students in 2016-17 and has become a critical group in supporting our system's ability to serve all students.

Student needs at the elementary and middle school level for outside placements are facilitated through the Special Programs Office. The Instruction Department also utilizes a team-based approach that is specific to each case.

The following provides a brief overview of Springfield School District's current in-district and out of district alternative education programs:

### In-District - Alternative Programs

- **Memorial Building Night School Program:** Night School is operated Monday through Thursday evenings from 4:00 – 8:00 PM. Night School provides opportunities for students that need access to educational services outside of the traditional day program due to a number of identified and personalized factors. This program offers a credit recovery option for students near completion of the required credits for a diploma. GED preparation services are also available.
- **Gateway Annex for Tutored & Expelled Youth Program (GATES):** Located in the Memorial Building this program provides services to youth expelled from district schools. Counseling and case management for special education students is provided onsite. The program provides

services to both middle and high school age students. In addition, tutorial services are provided at this site. This program operates under the direction of the alternative education administrator.

- **Intensive Tutoring Program (ITP):** Located in the Memorial Building as well as other sites throughout the community, ITP offers individualized programming for students who need small group tutoring. This program is designed to meet individualized needs with specific support designed for small group tutoring environment.
- **Dropout Recovery:** The Dropout Recovery program provides services to students who had previously dropped out of school and is designed around several key dropout recovery principles. The program offers instruction with small teacher to pupil ratios as well as access to on-line programming. This program utilizes space within the Memorial Building to support student success. This program has the ability to support student placement in any of our existing high school programs – depending on the individual interests and needs of the student.

### **Out-of-District - Alternative Programs**

Please see attached descriptions.

### **RECOMMENDATION:**

It is recommended that the board approve the following in-district programs and private contractors for alternative education services for the 2017-2018 academic year.

- ☐ In-district Programs
  - Gateways Annex for Tutored & Expelled Youth (GATES) Grades 6-12
  - In-school alternative programs at SHS & THS Grades 9-12
  - ITP (Intensive Tutoring Program) Grades 6-12
  - Dropout Recovery Grades 9-12
- ☐ Contracted Service Providers (See attached Description)
  - Northwest Youth Corps Out Door High School (ages 13-18) Grades 6-12
  - Looking Glass: Riverfront School & Career Center (ages 14-21) Grades 7-12
  - Lane Metro Youth Corps (ages 14-19) Grades 9-12
  - Center Point School (ages 14-19) Grades 9-12
  - Department of Youth Services:
    - MLK School (Court School) (ages 11-19) Grades 5-12
  - Wellsprings Friends School Grades 9-12
  - Bridgeway School Grades 1-12
  - Jasper Mountain/SAFE Center Grades K-8

SUBMITTED BY:

Brian Megert, D.Ed.  
Director of Special Programs

RECOMMENDED BY:

Susan Rieke-Smith, Ed.D.  
Superintendent



**Springfield School District  
Alternative Education Contracted Service Providers  
2017-18**

**Bridgeway School** – 37770 Upper Camp Creek Road, Springfield, OR 97478

School provides students affected by autism with an individualized, holistic education preparing them to respond within their abilities in our community. The school offers individualized support so students can learn more effectively.

***Target Group:*** 6-18 year olds

**Looking Glass: Riverfront School & Career Center** – 1666 W. 12th, Eugene, OR 97403.

Program provides educational assessment, basic skills instruction, GED preparation and completion, completion of a high school diploma, completion of Adult Education Diploma, vocational assessment, career exploration, pre-employment training (paid & non-paid), work experience, hands-on training in electronics, manufacturing, culinary arts, health occupations, natural resources, teen parent program and special education program services. Full day and 1/2-day options are available.

***Target Group:*** 14-21 year olds, particularly those who are not currently attending school.

**Looking Glass: Lane Metro Youth Corps (Riverfront School & Career Center)** – 1666 W. 12th, Eugene, OR 97403. Offers education and vocational training for at-risk and out-of-school youth. Riverfront's mission is to "guide and support youth in developing the knowledge, responsibility, and the social skills necessary for productive citizenship."

***Target Group:*** 14-19 year olds, particularly those who are not currently attending school.

**Looking Glass: Center Point** – 1790 West 11th, Eugene, OR 97403. Program provides academic and therapeutic services for youth with mental health concerns.

***Target Group:*** 11-17 year old.

**Wellsprings Friends School** – 3590 West 18th, Eugene, OR 97405. Program provides alternative learning approaches, supportive community, and a culture of individual affirmation, in which teenagers are mentored and assisted towards meeting the challenges of adolescence and adulthood.

***Target Group:*** 11-17 year old.

**Martin Luther King (Court School)** – 2515 Martin Luther King Boulevard, Eugene, OR 97401. The MLK Ed Center serves secondary students who currently have an active case with Lane County Youth Services. The program is a collaboration between Lane County YS and Lane ESD. MLK offers wrap-around services and support to youth who have experienced multiple interruptions in traditional school placements. Our mission is to provide our students with opportunities to develop skills needed to be successful in school, work and our community.

***Target Group:*** 12-19 year old.

**Jasper Mountain Center/SAFE Center** – 37875 Jasper-Lowell Road, Jasper, OR 97438/89124 Marcola Road, Springfield, OR 97402. Program provides a continuum of programs that meets the needs of emotionally disturbed children and their families. Services include an intensive residential treatment program with a therapeutic school, a short-term residential center, treatment foster care program, community based wraparound program and crisis response services.

***Target Group:*** 8-14 year olds

## SUMMER SCHOOL PROGRAMS UPDATE

## RELEVANT DATA:

The district is offering Extended School Year (ESY) for students with special needs served through our Life Skills Programs. ESY is offered annually and is part of students' Individualized Education Plans.

Riverbend, Guy Lee, Mt. Vernon and Maple Elementary schools will be hosting a KITS (Kids In Transition to School) Program during July, August and September. KITS is an evidence-based school readiness program developed at the Oregon Social Learning Center. The program provides a boost to children's literacy, self-regulation, and social skills just prior to kindergarten via a system of positive teaching and behavior change strategies. KITS has the capacity of serving up to 20 students at each of our four sites.

New this year, the Chifin Native Youth Center will be hosting a Natives Summer School from August 7<sup>th</sup> thru August 25<sup>th</sup>. The program is designed for students, K-12, and will focused on academic support, skill building and cultural enhancements in an effort to increase student achievement.

Hamlin Middle School is also hosting an academic Summer program for students who live in the Hamlin boundaries and are entering grades 6-8. The program will run from July 5 – July 28.

The district is offering a credit recovery summer program for students at Springfield High School, Thurston High School, and Gateways High School. Gateways is offering classes for juniors and seniors and Thurston and Springfield are offering classes to 9<sup>th</sup>-12<sup>th</sup> grade students. These classes are for students that need to recover credits to either 1) graduate or 2) be on track to graduate.

## High School Summer classes information:

•Springfield High	July 5 – 27	8:30 – 3:00	Monday - Friday
•Thurston High	July 5 – 31	8:30 – 3:00	Monday - Friday
•Gateways High	July 5 – 14	8:00 – 3:00	Monday - Friday

The High School Summer School programs will cost the district approximately \$16,000.

## SUBMITTED BY:

Kevin J. Ricker  
Director of Secondary Education

Suzanne Price  
Director of Elementary Education

**2017 Springfield School District  
Summer School Programs**

<b>Elementary Programs</b>		<b>Grades (Fall 2016)</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Begin &amp; End Times</b>	<b>Enrollment</b>	<b>Description</b>
<b>Brattain House</b>	Multi-Cultural Camp						
<b>Douglas Gardens</b>	Open Library	K-5	June 28	Aug 16	10:00 am - Noon (Wednesdays)		DC will have an open library every Wednesday. The library will be staffed 10:00 am - noon. Children can check out books 10:30 - 11:30 am. We are hoping to serve over 100 students this summer!
<b>Guy Lee</b>	KITS	incoming K	July 12	July 13	1:00 - 3:00 pm (Wed & Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Guy Lee</b>	KITS	incoming K	July 18	Aug 24	1:00 - 3:00 pm (Tues - Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Guy Lee (Gym)</b>	Willamalane		June 22	August 25	6:30 am - 6:30 pm		
<b>Maple</b>	Literacy Jump Start	1	August				TENTATIVE - depending on budget
<b>Maple</b>	KITS	incoming K	July 12	July 13	9:30 am - 11:30 am (Wed & Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Maple</b>	KITS	incoming K	July 18	Aug 24	9:30 am - 11:30 am (Tues - Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Mt Vernon</b>	KITS	incoming K	July 12	July 13	1:00 - 3:00 pm (Wed & Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
	KITS	incoming K	July 18	Aug 24	1:00 - 3:00 pm Tues - Thurs		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Mt Vernon</b>	Safety Town		July 10	July 21	9:00 - 11:30 am 1:00 - 3:00 pm		
<b>Ridgeview</b>	Willamalane						
<b>Riverbend</b>	KITS	incoming K	July 12	July 13	9:30 am - 11:30 am (Wed & Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Riverbend</b>	KITS	incoming K	July 18	Aug 24	9:30 am - 11:30 am (Tues - Thurs)		please visit: <a href="http://www.springfield.k12.or.us/kits">http://www.springfield.k12.or.us/kits</a> for more information
<b>Two Rivers</b>	S.T.E.A.M. Summer Prog	4th/5th	July 31	Aug 25	9:00 am - 1:00 pm (Mon-Fri)	60	This interactive camp includes Art/Music, Science, Reading with the main focus being Math. TR is trying to bring many of our students up to or beyond grade level in this area.
<b>Special Educ</b>	Extended School Year	Contact Special Programs for information					
<b>Middle School Programs</b>		<b>Grades (Fall 2016)</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Begin &amp; End Times</b>	<b>Enrollment</b>	
<b>ASMS</b>	Cooking/Sewing Camp (\$20 per student fee)	6 - 8	July 10	July 14	TBD	up to 30	Students will learn basic cooking and sewing skills.
<b>HMS</b>	Summer Institute (Free)	6 - 8	July 5	July 28	8:30 am - 1:00 pm (Mon - Fri)	up to 80	Math, Literacy, Steam and an arts class will be offered to promote academic progress. Students will have a total of 4 classes daily, approximately 50 minutes each.
<b>High School Programs</b>		<b>Grades (Fall 2016)</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Begin &amp; End Times</b>	<b>Enrollment</b>	
<b>GHS</b>	Academic @ GHS*	9-14	July 5	July 14	8:00 am - 4:30 pm	25	Offering classes in Math, Language Arts, Science and Social Studies.
<b>SHS</b>	Academic Summer School SHS**	10-13	July 5	July 27	8:30-11:30 am 12:00 - 3:00 pm		
<b>THS</b>	Academic Summer School THS**	10-13	July 5	July 31	8:30-11:30 am 12:00 - 3:00 pm		Web-based credit recovery classes offered in Lang Arts, Science, Health & Social Studies. These classes do NOT meet NCAA college admission requirements. Students need to be motivated and able to work independently.
<b>Special Educ</b>	Extended School Year	Contact Special Programs for information					

No bus transportation

\*=No fee for SPS Students (GHS)

\*\*=\$50 per class for Spfld In-Dist students,  
Student not enrolled or attending an SPS school are not eligible to access SPS summer school.  
Fees are non-refundable and must be paid in advance.  
**\$20 refund for Perfect attendance (SHS & THS)**

5/31/17

## GRADUATION AND SCHOLARSHIPS

### RELEVANT DATA:

For the 2016-2017 school year, Springfield Public Schools graduating seniors were awarded a total of \$9,949,439 in scholarships.

Springfield High School had 249 graduates, with 55 students awarded \$3,801,233 from 69 scholarships. Thurston High School had 274 graduates, with 44 students awarded \$4,739,618 from 159 scholarships. Academy of Arts and Academics (A3) had 79 graduates with 20 students awarded \$1,344,838 from 38 scholarships. Gateways High School had 29 graduates with four (4) students awarded \$3750 from four (4) scholarships. WLA-HS had 27 graduates, with three (3) students awarded \$60,000 from three (3) scholarships.

Gateways High also had one (1) student receiving their GED.

Kevin Ricker is available to answer questions.

### SUBMITTED BY:

Kevin Ricker  
Director of Secondary Education

RESOLUTION #16-17.064

DATE: JUNE 26, 2017

2017-2018 ACADEMIC CALENDAR - AMENDED

RELEVANT DATA:

The attached amended 2017-2018 academic calendar is presented to the Board for approval.

As part of our ratified agreement with SEA, the amended calendar shifts the June Early Release/Collaboration Day to the last day of school on June 14.

The calendar maintains 175 school days for students, which represents a continued commitment to a full academic calendar, one (1) full day collaboration for staff (1/2), 15 early release/collaboration days.

David Collins will be available to answer any questions the Board may have about the academic calendar for the 2017-2018 school year.

RECOMMENDATION:

It is recommended that the Board of Directors approve the amended 2017-2018 academic calendar as presented.

SUBMITTED BY:

David Collins  
Assistant Superintendent

RECOMMENDED BY:

Susan Rieke-Smith, Ed.D.  
Superintendent

# 2017-2018 DISTRICT CALENDAR

**Staff - Secondary: Semester**  
**IMPORTANT DATES**

Approved May 8, 2017  
revised 6/14/17

M	T	W	T	F
<b>JULY 2017</b>				
3	<b>4</b>	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

<b>AUGUST 2017</b>				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	<b>29</b>	<b>30</b>	<b>31</b>	

<b>SEPTEMBER 2017</b>				
				<b>1</b>
<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	8
11	12	13	14	15
18	19	20	21	<b>22<sup>D</sup></b>
25	26	27	28	29

<b>OCTOBER 2017</b>				
2	3	4	5	6
9	10	11	12	<b>13<sup>T</sup></b>
16	17	18	19	20
23	24	25	26	<b>27<sup>D</sup></b>
30	31			

<b>NOVEMBER 2017</b>				
	1	<b>2</b>	<b>3</b>	
6	7	8	9	<b>10</b>
13	14	15	16	<b>17<sup>B</sup></b>
20	21	22	<b>23</b>	<b>24</b>
27	28	29	30	

<b>DECEMBER 2017</b>				
				<b>1</b>
4	5	6	7	<b>8<sup>D</sup></b>
11	12	13	14	15
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>

**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>	
29-31	Staff Inservice Days
<b>September</b>	
1 & 5	Staff Inservice Days
4:	Labor Day Holiday
6:	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9
7:	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12
22:	Early Release - Collaboration Day (all students)
<b>October</b>	
13 & 27:	Early Release - Collaboration Day (all students)
<b>November</b>	
2 & 3:	No School - Grading/Conference Day ( <b>Sec Only</b> )
10:	No School - Veterans Day Holiday
17:	Early Release - Collaboration Day (all students)
23 & 24:	Holiday - Thanksgiving - No School
<b>December</b>	
8:	Early Release - Collaboration Day (all students)
18-29:	Winter Break - No School
<b>January</b>	
1:	New Year's Day Holiday
2	No School - Collaboration Day (all students)
12 & 26:	Early Release - Collaboration Day (all students)
15:	No School - Non-Contract Holiday (all students)
<b>February</b>	
1:	No School - Grading Day ( <b>Sec Only</b> ), End of 1st Sem
2:	No School - Grading Day ( <b>Sec</b> ), Teacher Prep ( <b>Elem</b> )
16:	Early Release - Collaboration Day (all students)
<b>March</b>	
2 & 16:	Early Release - Collaboration Day (all students)
26 - 30:	No School - Spring Break
<b>April</b>	
6:	No School-Conf/Grading Day ( <b>Sec Only</b> )-End of 3rd Qtr
13 & 27:	Early Release - Collaboration Day (all students)
<b>May</b>	
11 & 25:	Early Release - Collaboration Day (all students)
28:	Holiday - Memorial Day
<b>June</b>	
14:	Last Day of School/Early Release - Collaboration Day (all students)
15:	Staff Grading Day

M	T	W	T	F
<b>JANUARY 2018</b>				
<b>1</b>	<b>2</b>	3	4	5
8	9	10	11	<b>12<sup>B</sup></b>
<b>15</b>	16	17	18	19
22	23	24	25	<b>26<sup>T</sup></b>
29	30	31		

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

<b>MARCH 2018</b>				
				<b>1</b>
5	6	7	8	9
12	13	14	15	<b>16<sup>T</sup></b>
19	20	21	22	23
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>

<b>APRIL 2018</b>				
2	3	4	5	<b>6</b>
9	10	11	12	<b>13<sup>B</sup></b>
16	17	18	19	20
23	24	25	26	<b>27<sup>T</sup></b>
30				

<b>MAY 2018</b>				
	1	2	3	4
7	8	9	10	<b>11<sup>D</sup></b>
14	15	16	17	18
21	22	23	24	<b>25<sup>B</sup></b>
<b>28</b>	29	30	31	

<b>JUNE 2018</b>				
				<b>1</b>
4	5	6	7	8
11	12	13	<b>14<sup>T</sup></b>	<b>15</b>
18	19	20	21	22
25	26	27	28	29

End 1st Quarter: Nov 2  
End 1st Semester: Feb 1  
End 3rd Quarter: April 6  
End 2nd Semester: June 14

\*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 to the end of the school year in order to meet minimum instruction minutes required by the State.**

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



# 2017-2018 DISTRICT CALENDAR

## Staff -Elementary: Trimester IMPORTANT DATES

Approved May 8, 2017  
revised 6/14/17

M	T	W	T	F
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### JULY 2017

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

### AUGUST 2017

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

### SEPTEMBER 2017

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

### OCTOBER 2017

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

### NOVEMBER 2017

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

### DECEMBER 2017

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

#### 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)
	Kinder Only

Day	Month
<b>August</b>	
29-31	Staff Inservice Days
<b>September</b>	
1 & 5	Staff Inservice Days
4:	Labor Day Holiday
6:	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9
7:	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12
8:	No School Collaboration Day - <b>Kinder Only</b>
22:	Early Release - Collaboration Day (all students)
<b>October</b>	
13 & 27:	Early Release - Collaboration Day (all students)
<b>November</b>	
10:	No School - Veterans Day Holiday
17:	Early Release - Collaboration Day (all students)
23 & 24:	Holiday - Thanksgiving - No School
29 & 30:	Grading/Conf Day, End of 1st Trimester ( <b>Elem Only</b> )
<b>December</b>	
1:	No School - Grading/Conference Day ( <b>Elem Only</b> )
8:	Early Release - Collaboration Day (all students)
18-29:	Winter Break - No School
<b>January</b>	
1:	New Year's Day Holiday
2:	No School - Collaboration Day (all students)
12 & 26:	Early Release - Collaboration Day (all students)
15:	No School - Non-Contract Holiday (all students)
<b>February</b>	
2:	No School - Grading Day ( <b>Sec</b> ), Teacher Prep ( <b>Elem</b> )
16:	Early Release - Collaboration Day (all students)
<b>March</b>	
2 & 16:	Early Release - Collaboration Day (all students)
9:	No School-Grading Day/End of 2nd Trimester ( <b>Elem Only</b> )
26 - 30:	No School - Spring Break
<b>April</b>	
13 & 27:	Early Release - Collaboration Day (all students)
<b>May</b>	
11 & 25:	Early Release - Collaboration Day (all students)
28:	Holiday - Memorial Day
<b>June</b>	
14:	Last Day of School/Early Release - Collaboration Day (all students)
15:	Staff Grading Day

M	T	W	T	F
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### JANUARY 2018

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

### FEBRUARY 2018

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

### MARCH 2018

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

### APRIL 2018

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

### MAY 2018

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

### JUNE 2018

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

End 1st Trimester: Nov 29  
End 2nd Trimester: March 9  
End 3rd Trimester: June 14

\*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 to the end of the school year in order to meet minimum instruction minutes required by the State.**

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

# 2017-2018 DISTRICT CALENDAR

Approved May 8, 2017  
revised 6/14/17

## Community Version

M	T	W	T	F
<b>JULY 2017</b>				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				









<b>AUGUST 2017</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>SEPTEMBER 2017</b>				
			1	
4	5	6	7	8k
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

<b>OCTOBER 2017</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

<b>NOVEMBER 2017</b>				
	1	2s	3s	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29E	30E	

<b>DECEMBER 2017</b>				
				1E
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

	Kinder Only Collaboration
	No School
	Early Release
	*See reverse for explanation
	First & Last Day of School
	**See reverse for explanation
	Staff On Site
	Inservice Days

Day	Month
<b>August</b>	
29-31	Staff Inservice Days
<b>September</b>	
1 & 5	Staff Inservice Days
4:	Labor Day Holiday
6:	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9
7:	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12
8:	No School Collaboration Day - <b>Kinder Only</b>
22:	Early Release - Collaboration Day (all students)
<b>October</b>	
13 & 27:	Early Release - Collaboration Day (all students)
<b>November</b>	
2 & 3:	No School - Grading/Conference Day ( <b>Sec Only</b> )
10:	No School - Veterans Day Holiday
17:	Early Release - Collaboration Day (all students)
23 & 24:	Holiday - Thanksgiving - No School
29 & 30:	Grading/Conf Day, End of 1st Trimester ( <b>Elem Only</b> )
<b>December</b>	
1:	No School - Grading/Conference Day ( <b>Elem Only</b> )
8:	Early Release - Collaboration Day (all students)
18-29:	Winter Break - No School
<b>January</b>	
1:	New Year's Day Holiday
2:	No School - Collaboration Day (all students)
12 & 26:	Early Release - Collaboration Day (all students)
15:	No School - Non-Contract Holiday (all students)
<b>February</b>	
1:	No School - Grading Day ( <b>Sec Only</b> ), End of 1st Sem
2:	No School - Grading Day ( <b>Sec</b> ), Teacher Prep ( <b>Elem</b> )
16:	Early Release - Collaboration Day (all students)
<b>March</b>	
2 & 16:	Early Release - Collaboration Day (all students)
9:	No School-Grading Day/End of 2nd Trimester ( <b>Elem Only</b> )
26 - 30:	No School - Spring Break
<b>April</b>	
6:	No School-Conf/Grading Day ( <b>Sec Only</b> )-End of 3rd Qtr
13 & 27:	Early Release - Collaboration Day (all students)
<b>May</b>	
11 & 25:	Early Release - Collaboration Day (all students)
28:	Holiday - Memorial Day
<b>June</b>	
14:	Last Day of School/Early Release - Collaboration Day (all students)
15:	Staff Grading Day

M	T	W	T	F
<b>JANUARY 2018</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>FEBRUARY 2018</b>				
		1s	2E/S	
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

<b>MARCH 2018</b>				
			1	2
5	6	7	8	9E
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

<b>APRIL 2018</b>				
2	3	4	5	6s
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

<b>MAY 2018</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>JUNE 2018</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

<b>K: Kinders</b>
<b>E: Elementary</b>
<b>S: Secondary (Mid/High)</b>
No school days that apply only to Elementary or Secondary (middle and high) schools are marked with an E or an S, or K for Kinders only

\*This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school. Non-contract days are unpaid for staff. SPS staff members should refer to their specific work schedule calendars for details. In the event of budget limitations, the school board reserves the right to adjust the district's calendar.

**Should more than two school days be missed for inclement weather, those days will be added to the end of the school year in order to meet minimum instruction minutes required by the State.**

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



# KEY POINTS ABOUT THE 2017-2018 ACADEMIC CALENDAR

After much deliberation, the School Board adopted the attached 2017-18 academic calendar based on recommendations from the District leadership.

This calendar represents the best efforts of the District, in collaboration with staff associations, to strike a balance as it reinvests its limited resources in ways that allow it to continue improving student achievement. It also represents what the School Board believes to be best for the instructional program as a whole, working within current budget limitations.

***Should more than two school days be missed for inclement weather, those days will be added to the end of the school year in order to meet minimum instruction minutes required by the State.***

## School Start and End Times

Begin and end times for schools are as follows:

- Elementary Schools: 8:35 a.m. - 2:50 p.m.
- Middle Schools: 8:15 a.m. - 3:05 p.m.
- High Schools: 8:00 a.m. - 3:05 p.m.

## Full-Day Kindergarten

**Starting in the fall of 2015**, kindergarten students have been attending school all day, starting and ending the day with other elementary students. For more information and resources about full-day kindergarten, see [www.springfield.k12.or.us/fdk](http://www.springfield.k12.or.us/fdk).

## First Week of School

Springfield schools will start on **Sept 6th** for grades 1-5, 6 and 9; and **Sept 7th** for grades 7, 8 and 10-12. To support smooth transition to school, kindergarten students will have a special schedule the first week.

**Kindergarteners will begin the school year on a staggered start schedule, with half attending on Sept 6th and half on Sept 7th. Friday, Sept 8th, will be a no school day for kinders only. All kindergarten students will resume school on Sept 11th.**

## Early Release for All Grades

The District has once again designated a number of days for collaboration. Collaboration time allows staff to work together and plan the best ways to support individual students without requiring additional no-school days. This collaboration time is key to allowing schools to build the networks of support that can help all students achieve our vision of *Every Student a Graduate Prepared for a Bright and Successful Future*.

There are 15 early release dates identified on the calendar for all grades. High schools will provide more information about their early release schedule at registration in August.

- All elementary schools will be released at 12:30 p.m.
- All middle and high schools will be released at 1:15 p.m.

**Elementary bus riders will be dropped off at their bus stops 2 hours and 20 minutes earlier than their regular time. Middle and high school students will arrive 2 hours earlier than normal.**

All students in grades K-12 will be served lunch just as they are on a regular school day.

## Other Key Dates

- Winter Break is December 18 - January 1. Spring Break is March 26 - 30.
- The last day of school is June 14 and is a full day for students and is an Early Release day.
- There are 175 student contact days, including early release days for collaboration.
- All District elementary schools are on trimester grading systems, while all middle and high schools are on semester calendars. This public calendar contains information relevant to both systems. Please note that our charter schools, A3 and Willamette Leadership Academy, have completely different calendars, which are available by contacting the schools.

*Contact your child's school for more information or for any other questions about this calendar. Transportation schedules will be available shortly after school registration events in August.*

RESOLUTION #16-17.065

DATE: JUNE 26, 2017

**SPRINGFIELD ADMINISTRATORS AND  
CONFIDENTIALS AGREEMENT DECISION**

**RELEVANT DATA:**

In consideration of the agreement with supervisors, foremen, administrators and confidential employees (Springfield Administrators and Confidentials –SAAC), the following recommendation is presented for the Board’s consideration.

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the following resolution:  
BE IT RESOLVED, that the Springfield Board of Directors approve the two-year benefit and compensation agreement for the Springfield Administrators and Confidentials (SAAC), effective July 1, 2017 through June 30, 2019.

**SUBMITTED BY:**

David Collins  
Assistant Superintendent

**RECOMMENDED BY:**

Susan Rieke-Smith, Ed.D.  
Superintendent

**RESOLUTION#: 16-17.066**

**DATE: JUNE 26, 2017**

**RESOLUTION TO TRANSFER BUDGET APPROPRIATIONS**

**RELEVANT DATA:**

This resolution is necessary to recognize additional revenue and properly record expenditures in the 2016-2017 budget appropriations within the levels as required by Oregon Budget Law. Oregon Budget Law requires that expenditures are recorded within the proper account, and that expenditures not exceed the total amount budgeted by function level (1000 – instruction, 2000 – support services, etc.). Additionally, a formal resolution by the school board is required to transfer budget appropriations between function levels. The net result is to transfer budgetary appropriations from an account that has a positive balance to accounts that have expenditures that are in excess of the original amounts in the budget. These transfers do not increase the budget in any one fund, or the district budget overall. This resolution recommends adjusting the General Fund, Capital Project Funds, General Obligation Bond Funds, as well as the Equipment Replacement Fund (Bus Fleet) where the expenditures are taking place. When the budget document is prepared, estimates of where expenditures will occur are made based upon the previous year's expenditure trends and grant awards.

**RESOLUTION:**

BE IT HEREBY RESOLVED, that the Board of Directors for Springfield School District No. 19, hereby recognize additional revenue, allocate budget appropriations and approve transfers for the 2016-2017 fiscal year within the funds and functions listed below. Additionally, the Board is declaring an unforeseen occurrence in the grants and other funds making the expenditures necessary and establishing the function 4000 in the 200 funds.

**APPROPRIATION FUNCTION TRANSFERS:**

**General Fund (Fund 100):**

100-4000	Building Acquisition/Improvements	\$ 400,000
100-1000	Instruction Services	(\$ 400,000)

\* This adjustment is necessary to cover capital projects including the Camp Creek gym floor and costs in excess of budget for Silke Field and Page Elementary School re-plumbing project.

**Grants and Other Funds (Fund 200):**

200-3000	Community Services	\$ 40,000
200-4000	Building Acquisition/Improvements	\$ 80,000
200-5000	Other Uses	\$ 235,000
200-1000	Instruction Services	(\$300,000)
200-2000	Support Services	(\$ 55,000)

\* This adjustment is necessary to adjust resources where expenditures actually occurred. During the budget process it is only an estimate as to where expenditures may occur in the grants and other funds.

Submitted by:  
Brett M. Yancey  
Chief Operations Officer

Recommended by:  
Susan Rieke-Smith, Ed.D.  
Superintendent

**RESOLUTION: #16-17.067**

**JUNE 26, 2017**

**DESIGNATION OF DISTRICT OFFICERS, CLERKS, DEPOSITORIES AND  
CONTRACT REVIEW BOARD**

**RELEVANT DATA:**

Oregon Revised Statutes (ORS) require a governing body to designate at the beginning of each fiscal year the individuals who will have authorization to act as the District officers, clerks, to designate the financial institutions the District uses for the investment of funds and to review the status of, and rules adopted, by the Local Public Contract Review Board.

The resolution designates the following: Budget Officer (ORS 294.331), Clerks of the District (ORS 332.515), Custodian(s) of Funds (ORS 328.441, 328.445), Public Contract Rules (ORS Chapter 279 and OAR Chapter 137), Grant Officer, and Depositories of Funds (ORS 328.441, 294.805 – 294.895).

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the resolution designating District officers, clerks, and agents, including the depositories for District funds as listed on the attached documents for the 2017-18 fiscal year.

**SUBMITTED BY:**

Brett M. Yancey  
Chief Operations Officer

**RECOMMENDED BY:**

Susan Rieke-Smith, Ed.D.  
Superintendent

**RESOLUTION: #16-17.067**

**JUNE 26, 2017**

**DESIGNATION OF DISTRICT OFFICERS, CLERKS, DEPOSITORIES AND  
CONTRACT REVIEW BOARD**

**BUDGET OFFICER:**

Be it resolved, that Brett Yancey is hereby designated to serve as Budget Officer of the Springfield Public Schools for the fiscal year 2017-2018.

**DISTRICT CLERKS:**

Be it Resolved, that law designates Sue Rieke-Smith, Superintendent of Springfield Public Schools, as Clerk of said District for the fiscal year 2017-2018.

Whereas, it is advisable for additional staff members to be designated as Deputy Clerk.

Be it Resolved, that Brett M. Yancey, Chief Operations Officer be appointed as Deputy Clerk for the Springfield Public Schools for the 2017-2018 fiscal year.

Be it further Resolved, that adequate bonds be obtained for the above named Clerk and Deputy Clerk, in accordance with ORS 332.525 and that bonds be filed with the Lane Education Service District as outline in ORS 327.415.

Be it further Resolved, the Board of Directors authorizes the Superintendent and Chief Operations Officer to have signature authority on all matters and issues related to conducting business of the School District. It is also recognized that the Superintendent shall have the authority to delegate levels of signature, outlining appropriate areas for designees (by content area).

**GRANT OFFICER:**

Whereas, grant funding may become available through Federal, State or other sources; and,

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

Be it Resolved, that the Superintendent or the Chief Operations Officer be named as the Local Agency Representative(s) and shall hereby be authorized to execute and file

application(s) for and on behalf of the District and otherwise act as the District's representative in all activities related to grants for the fiscal year 2017-2018.

**PUBLIC CONTRACT REVIEW:**

Be it Resolved, that the Board of Directors will act as its own contract review board granted authority under ORS 279A.060, and also adopts the current Oregon Attorney General's Model Public Contracts Manual stipulated by ORS 279A, 279B, 279C, OAR 137 Divisions 46, 47, 48, and 49.

**INVESTMENT DEPOSITORIES:**

Whereas, Springfield Public Schools has statutory authority for investment of funds,

Be it Resolved, that the following depositories are hereby approved as official depositories of Springfield Public Schools for the 2017-2018 fiscal year:

Bank of America, Umpqua Bank, Key Bank of Oregon, Pacific Continental Bank (aka Columbia Banking System), Northwest Community Credit Union, Citizens Bank, OnPoint Community Credit Union, US Bank, Chase Bank, Wells Fargo Bank, Oregon State Treasury Local Government Investment Pool, Wells Capital Management, D.A. Davidson & Company, Siuslaw Bank, Oregon Community Credit Union and Piper Jaffrey & Company.

Be it further Resolved, that the Clerk of the District or the Deputy Clerks, as Custodian of Funds, are authorized to establish accounts and to issue checks against such accounts bearing the original signature of the Clerk or Deputy Clerk or the facsimile signature of the Clerks in accordance with ORS 328.411 and 328.445.

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Board Chair

Date

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Superintendent

Date

**PROPERTY AND LIABILITY INSURANCE  
WORKER'S COMPENSATION INSURANCE**

**RELEVANT DATA:**

**Property & Casualty Insurance:**

In preparation for the 2017-2018 fiscal year, the Springfield Public Schools requested the District's agent of record request bids for property, casualty and liability insurance policies. The District has received a premium quotation for property, casualty and liability insurance coverage and the most economical quotation received is approximately 1.0% increase compared to premiums paid for the 2016-2017 fiscal year, which is a total increase of approximately \$5,709. Overall, insurance market conditions are stabilized, however employment and boundary invasion claims continue to be a concern in the overall market. The agent of record (Brown and Brown Northwest) recommends coverage under Special District Association of Oregon that meets or exceeds current levels of coverage.

**Worker's Compensation Insurance:**

Annually, the Springfield Public Schools reviews insurance and worker's compensation policies to ensure the most cost effective plans for the upcoming year. For the 2017-2018 fiscal year SAIF Corporation quoted \$377,646 (includes 6.2% Oregon WCD tax), approximately \$34,579 more than the current year. Coverage under this proposal is identical and consistent with current plans.

**RECOMMENDATION:**

Be it Hereby Resolved, that the Springfield Public Schools Board of Directors renew property, casualty and liability insurance coverage, including earthquake and flood coverage under Special District Association of Oregon for the period July 1, 2017 – June 30, 2018.

Be it Hereby Resolved, that the Springfield Public Schools Board of Directors renew worker's compensation insurance coverage under SAIF Corporation for the period July 1, 2017 – June 30, 2018.

Submitted by:

Brett M. Yancey  
Chief Operations Officer

Recommended by:

Susan Rieke-Smith, Ed.D.  
Superintendent

**RESOLUTION: #16-17.069**

**JUNE 26, 2017**

**DESIGNATION OF DISTRICT LEGAL COUNSEL AND MUNICIPAL  
AUDITOR**

**RELEVANT DATA:**

Oregon Revised Statutes (ORS) require a governing body to designate at the beginning of each fiscal year the individuals and/or firms who will have authorization to act as the District's legal counsel and auditors.

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the resolution designating District agents as listed on the attached documents for the 2017-2018 fiscal year.

SUBMITTED BY:

RECOMMENDED BY:

Brett M. Yancey  
Chief Operations Officer

Susan Rieke-Smith, Ed.D.  
Superintendent



**RESOLUTION: #16-17.069**

**JUNE 26, 2017**

**DESIGNATION OF DISTRICT LEGAL COUNSEL AND MUNICIPAL  
AUDITOR**

**LEGAL COUNSEL:**

Be it Resolved, that Garrett, Hemann, Robertson PC is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2017-2018 for general counsel (real estate, contract review, etc.) services.

Be it Resolved, that Thorp, Purdy, Jewett, Urness & Wilkinson PC is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2017-2018 for general counsel and contracting services.

Be it Resolved, that the Hungerford Law Firm, Attorney at Law, is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2017-2018 for labor relations and special education services.

Be it Resolved, that Bullivant Houser Bailey PC, Attorney at Law, is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2017-2018 for liability, litigation and other specialized services.

Be it Resolved, that Oregon School Boards Association, Policy and Legal Services is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2017-2018 for general counsel services.

Be it Resolved, that Mersereau and Shannon, Attorney at Law, is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2017-2018 for litigation and bond counsel services.

Be it Resolved, that Miller Nash Graham & Dunn LLP, is hereby designated to serve as legal counsel of Springfield Public School for the fiscal year 2017-2018 for contract administration, construction law, Civil Rights, Title 9, Immigration and litigation.

All services will be provided on an “as needed” basis at the hourly rates indicated in the proposal responses.

**AUDITOR:**

Be it Resolved, that the firm of Pauly, Roger & Company PC Certified Public Accountants, are hereby designated to serve as auditors for Springfield Public Schools for the fiscal year 2017-2018.

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Board Chair

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Date

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Superintendent

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Date

RESOLUTION #16-17.070

DATE: JUNE 26, 2017

**WILLAMETTE LEADERSHIP ACADEMY (WLA) CHARTER CONTRACT  
RENEWAL**

**RELEVANT DATA:**

The Springfield Board of Education accepted the Willamette Leadership Academy (WLA) charter proposal on May 24, 2012. At that point in time, the District and WLA began the process of negotiating an agreement in the form of a contract.

The contract articulates a five-year agreement between the Willamette Leadership Academy and Springfield Public Schools for the operation of WLA as a public charter school. This agreement has been negotiated in good faith between representatives of WLA and the District.

Kevin Ricker will be available to answer any questions.

**RECOMMENDATION:**

It is recommended that the Springfield Board of Directors renew the Charter Contract Agreement with Willamette Leadership Academy.

**SUBMITTED BY:**

**RECOMMENDED BY:**

Kevin Ricker  
Secondary Director

Susan Rieke-Smith, Ed.D.  
Superintendent

Charter Agreement

between

Willamette Leadership Academy (WLA)

and

Springfield Public Schools

Approved: June 26, 2017

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## Charter School Contract

The original contract, dated June 14, 2010, was made and entered into by and between the Springfield Public Schools (“District”) and the Willamette Leadership Academy (“WLA”) Charter School. This is an extension of the original agreement and is approved on June 26, 2017.

### Recitals

WHEREAS, the Oregon Legislature has enacted ORS Chapter 338 for certain purposes as enumerated in the act; and

WHEREAS, on February 17, 2012, a proposal (attached and incorporated as Exhibit A) was submitted by WLA to the District for formation of WLA as a charter school to operate within the School District; and

WHEREAS, the District has determined that the application submitted by WLA, as amended herein, complies with the purposes of requirements of ORS Chapter 338; and

WHEREAS, the Board held a public hearing on the provisions of the proposal in accordance with ORS Chapter 338 and evaluated the criteria set forth in ORS Chapter 338; and

WHEREAS, by resolution the District Board approved the WLA proposed Charter School application on May, 24, 2012, contingent upon the negotiation and execution of a contract acceptable to WLA and the District; and

WHEREAS, the proposal as amended by this contract between WLA and the District will constitute the agreement between the parties regarding the governance and operation of WLA; and

WHEREAS, the parties desire that WLA be authorized to operate and conduct its affairs in accordance with the terms of this agreement and ORS Chapter 338; and

WHEREAS, the parties agreed to extend the terms of the original contract on June 26, 2017, for a term of July 1, 2017, until June 30, 2022.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

## Contract

### 1. Grant of Charter

WLA is granted a charter in accordance with ORS Chapter 338 and the terms and conditions of this contract to operate a charter school as described herein.

### 2. Effective Date

This contract shall commence on July 1, 2017, and shall expire at midnight on June 30, 2022.

### 3. Philosophy and Mission

The philosophy and mission of WLA, as described in the proposal, section 3, is hereby accepted by the District to the extent it is consistent with the purposes set forth in ORS Chapter 338.

### 4. Goals and Objectives

The goals and objectives set forth in section 3 of the application are hereby accepted by the District, subject to the conditions set forth in this contract.

### 5. Educational Program, Student Performance Standards and Curriculum

#### A. Age and Grade Range

WLA shall provide instruction beginning September 2017, to students Grades 6 through 12. Student placement shall be consistent with District policy in the charter school selection process described in this agreement.

#### B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by WLA of its instructional programs as outlined in its proposal, and as amended herein.

(i) WLA shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this contract, in a manner, which is consistent with state law.

(ii) The educational program, student performance standards and curriculum designed and implemented by WLA shall meet or

- exceed any content standards adopted by the District and shall be designed to enable each student to achieve such standards
- (iii) WLA agrees to comply with all state requirements concerning academic content.
  - (iv) WLA agrees to give notice to and consult with the District before changing the education program significantly from what is outlined in its application. The District will evaluate the significant changes in the curriculum and/or instructional materials to determine whether such curriculum and materials are compatible with the District's vision and mission, and whether they meet the required state content standards. The District may, in consultation with the WLA Board of Directors, approve or disapprove changes in the educational program.
  - (v) WLA shall follow its administrative process for resolving public complaints against WLA, including complaints regarding curriculum.
  - (vi) The failure of WLA to comply with paragraph 5.B. is a breach of this contract.

C. Extracurricular Activities

WLA students are eligible to participate in extracurricular activities at their neighborhood schools at no charge to WLA. WLA students may participate in District sports programs under the same terms and conditions, including costs, as District students and subject to Oregon School Activities Association (OSAA) rules and requirements. Non-resident WLA students must comply with applicable OSAA rules and District policy before they are eligible to participate in extracurricular activities in a District school.

The District shall not be required to provide transportation for a WLA student to or from the WLA facility and the site of the extracurricular activity, other than as part of the transportation provided for student teams or groups in which any WLA students are participants. Transportation to and from the participant's selected school shall be the responsibility of the student.

D. Records

- (i) WLA shall comply with all record keeping requirements of the District policy and federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education (ODE). Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance,



documents required pursuant to the statewide assessment system under ORS 329.485(1) and any documentation required under federal and state laws regarding the education of students with disabilities.

- (ii) WLA shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law.

E. Non-Religious and Nondiscrimination

The educational program at WLA shall be nonreligious and nonsectarian. WLA shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, or political beliefs and/or affiliations.

F. Enrollment

- (i) Enrollment shall be open to any child who resides within the District in grades 6 through 12 or students with a deficit in credits that would place them in grades 6 through 12. Students enrolling in WLA are subject to the District's enrollment policy and regulations.
- (ii) Maximum school enrollment for each year of this contract will be 400 students. The minimum enrollment will be 125 students. The District may terminate this charter if student enrollment in WLA falls below 125 students during any year.
- (iii) WLA may accept and enroll students who choose to transfer to WLA during the academic year, using a waiting list to determine who is accepted, unless the transfer of any particular student to WLA would violate District policies. WLA shall not enroll any student for the following academic year before May 1 of each year. If, on May 1, there are more eligible applicants for enrollment in WLA than there are spaces available, successful applicants shall again be selected by a lottery process (as outlined by ORS 338). Priority for enrollment shall be given to continuing students, resident students and to siblings of students enrolled in WLA the previous school year, unless expelled.
- (iv) Using a lottery process, WLA shall establish a waiting list of students who shall be offered the opportunity to enroll at WLA if additional space later becomes available. WLA shall not permit

dual enrollment of any student at both WLA and another public or non-public school.

G. Admission

Admission of students to WLA shall be determined in accordance with the application, section 5, except as amended in this contract. WLA will follow the admission and lottery policies contained in ORS Chapter 338. “Admission” means that the student has (1) enrolled with WLA; (2) successfully completed the lottery; and (3) been formally accepted an WLA student by WLA.

- (i) Nonresident students may only be accepted by WLA if District resident student enrollment is insufficient to fill the available spaces.
- (ii) In the event a nonresident student is admitted to WLA, WLA agrees to:
  - a) Notify the Student’s resident district of their enrollment at WLA.
  - b) If student is eligible for special education services, the District is responsible for all special education costs of the student while attending WLA (ORS 327.013).
  - c) WLA will provide to the district, not later than September 25 of each school year, the enrollment information regarding all new students and parent/guardians of those that reside outside the Springfield Public School District.
- (iii) Once accepted at WLA, inter-district students are not required to re-apply or participate in a lottery to continue to attend WLA in subsequent years.

H. Student Attendance, Conduct and Discipline

WLA shall implement a system of uniform student discipline consistent with the District policies and rules concerning conduct and discipline. WLA shall comply with all District policies and rules concerning student attendance, standards of conduct and discipline. WLA shall notify its students of the student’s responsibilities and rights in the same manner that the District notifies its students. WLA shall maintain accurate enrollment data including student demographics, contact information immunization records, grades, discipline, transcripts as well as daily

records of student attendance data on the District's student information system in accordance with District standards, and may contract with an outside vendor to prepare or deliver this data to the District in an electronic format acceptable to the district. WLA will use existing District standards for grade reporting and transcripts.

- (i) Student attendance at WLA shall be in compliance with Oregon's compulsory attendance laws.
- (ii) Discipline involving suspension and expulsion shall be achieved according to Oregon law. A District hearings officer shall administer all WLA expulsion proceedings. A student expulsion by a hearings officer may be appealed directly to the District Board under Board Policy JD.
- (iii) Further, upon determining that initiation of expulsion proceedings is warranted, WLA shall provide the District with written notice within three days of such determination and no later than five days following suspension of such student with a summary statement of the grounds and evidence warranting suspension. The District hearings officer shall then commence expulsion appeal proceedings in accordance with the District's rules and procedures for the expulsion of students. The Board shall promptly notify WLA of the disposition of any expulsion appeal proceedings, and WLA shall honor and give full effect to the Board's disposition of the appeal.
- (iv) WLA will deny admission to non-resident students who have been expelled for a weapons violation in another district.

J. Education of Students with Disabilities

WLA will comply with all District policies and regulations and the requirements of federal and state law concerning the education of children with disabilities under the Individuals with Disabilities Education Act ("IDEA"). Compliance by WLA includes, but is not limited to, the following:

- (i) WLA will comply with all District policies regarding discipline of students with special needs.
- (ii) The IEP team is determined by state and federal law. WLA IEP teams must minimally consult with a district representative regarding all IEPs. When necessary, a district representative and appropriate district specialist will attend IEP meetings.

- (iii) The student's IEP team will determine the appropriate educational program and placement for the WLA student. WLA shall abide by the IEP team's decision on program and placement.
- (iv) WLA staff will comply with training required by an IEP team for delivery of services to a WLA student;
- (v) The funds from the ODE, representing ADMw for special education for WLA students, shall be retained by the District (ORS 327.013). All services required by a WLA student's IEP shall be the responsibility of the District;
- (vi) WLA and the District shall work together to plan and provide services to WLA students with disabilities.
- (vii) Non-resident students attending WLA eligible under IDEA, are the responsibility of the District. An IEP meeting must be held prior to the non-resident students' first day of attendance. Special education services will be provided to the students following the same procedures and district oversight as resident students (ORS 338.165).
- (viii) The WLA student's IEP team may recommend any appropriate placement for the WLA student based on the student's needs, whether in or out of the charter school. WLA shall not change the student's program without IEP team action;
- (ix) Special education transportation will only be provided to a WLA special education student if it is a related service on the WLA student's IEP;
- (x) WLA shall provide substitutes for WLA staff who are required to attend IEP meetings or other meetings related to an WLA special education student during the instructional day.
- (xi) WLA will notify the District if a new student may need special education services or if a parent requests a special education evaluation.
- (xii) WLA will record all student IEP information in the District's student information system in accordance with District procedures.

J. Academically Low Achieving Students

WLA shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs, as provided in this contract.

K. Tuition

WLA may charge reasonable fees for textbooks, instructional materials, and co and extra curricular activities.

L. Student Welfare and Safety

WLA shall comply with all District-approved policies and regulations, and applicable federal and state laws, concerning student welfare, safety, and health, including without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities.

M. English as a Second Language

WLA shall identify students who require bilingual education, shall assess the English language proficiently of all students identified as coming from the non-English speaking background, and shall provide bilingual education or English as a second language program for such students. The District will provide any special services that are required for English language learner students pursuant to District policy and state and federal law. WLA and the District may agree to have WLA administer English language learner services at district expense.

N. Health and Social Services

WLA will contract with the District for the delivery of health and social services for students as set forth in Exhibit B to this contract.

- (i) WLA is responsible for the reporting of child abuse and neglect in Accordance with state law.
- (ii) WLA shall immediately inform the District Superintendent's office of any incident regarding child abuse and neglect.
- (iii) WLA shall comply with state and federal law relating to drug administration to students.

O. School Year; School Day; Hours of Operation

Instruction for the 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 school year(s), shall commence at WLA on or about the date District schools commence in September. The WLA calendar must meet the instructional hours required by the state and by the District and shall be approved annually, by May 1, by the District. WLA may also operate summer programs and intercession programs if sufficient funds are available.

P. Alternative Education Model

Subject to applicable state and federal laws, the District shall allow WLA to promote and implement learning situations that are flexible with regard to environment, time, structure, and pedagogy. WLA may grant credits to its students under the criteria set forth in OAR 581-022-1350 (2) and (3)

Q. Recruitment/Advertising

WLA will take affirmative efforts advertising intended to reach as many families with eligible children in the District as is practicable. Each year of operation, one month prior to the deadline for the first phase of enrollment WLA shall submit to the Advisory Committee formed under Section 6.C a plan for school advertising and promotion. This plan will identify planned advertising and promotion activities and will include content that will be included in printed materials such as brochures. WLA's advertising and promotion plan shall apprise potential students of the specialized educational model available, the transportation options to and from the school, including but not limited to the WLA's transportation system.

6. Evaluation of Student Performance and Procedures for Corrective Action

WLA shall pursue and make reasonable progress toward the achievement of the goals, objectives, and student performance standards consistent with those set forth in its proposal, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law. WLA's plan for evaluating student performance, the types of assessments to be used, the timeline for achievement of performance standards, and the procedure for taking corrective action in the event that student performance at WLA falls below those standards, shall be consistent with the application and as further described in subsequent agreements between WLA and the District. The District approves WLA's methods for evaluating pupil performance and procedures for corrective action contained in the WLA charter proposal and subject to the conditions otherwise set forth in this contract.

- (i) WLA will submit an annual report to the District summarizing its progress towards meeting the academic goals stated in its proposal.
- (ii) WLA and the District will convene an advisory committee with board and staff representation, from both WLA and the District, that will jointly monitor the progress of WLA. This group will be comprised of a WLA Board Member, WLA's Principal, a District Board Member, and a District Director; subject to change by mutual agreement of WLA and the District. This group will meet at least two times a year, to include a meeting prior to each school year. The joint committee will focus on WLA's efforts to continuously improve its academic program, as well as to monitor the progress of student achievement and student outcomes.

7. Economic Plan, Budget, and Annual Audit

A. Funding

- (i) For All Operating School Years: The district shall provide 95% funding to WLA for students in grades 9 – 12 and 80% funding for students in grades 6 – 8 as established under the Charter Schools Rate of the State School Fund General Purpose Grant as calculated under ORS 327.013.
- (ii) The District will provide additional staffing resource for case management support for students receiving special education services. Case management resources will be in addition to resources needed to provide educational services to meet a student's need as specified by a student's Individualized Education Plan. The level of case management support will be determined annually as part of the District staffing process and will be based on the allocation model used to determine resource allocation for other District schools and programs.
- (iii) So long as WLA is not in breach of this contract, this funding will be made available to WLA, commencing on the date set forth and according to the distribution schedule set forth in paragraph 7.C.(iii) below. The district, at its discretion, may advance funds to WLA upon request. The District will adjust the funding to reflect the actual funded pupil count as of October 1<sup>st</sup> each year. In addition, to the extent the District experiences any reduction or increase in its state ADM funding, proportionate reductions or increase in ADM will be made to WLA by adjustment or setoff in subsequent months. A final (annual) reconciliation of enrollment and funding shall be completed no later than July 15<sup>th</sup> of the year, for the previous school year.

- (iv) Any financial commitment on the part of the District contained in this contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund WLA operations except as expressly provided herein.

B. Budget

- (i) On or before March 1 of each year, WLA shall submit to the District for its approval, WLA's proposed budget for the upcoming school year.
- (ii) WLA may contract with the District for the services associated with school operations, which must be approved by both WLA and the District.
- (iii) The fiscal year of WLA shall begin on July 1 of each year and end on June 30 of the subsequent year.

C. Financial Records, Audits, and Accounting Reports

WLA agrees to establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and to make such records available to the School District, as requested, from time to time. WLA will submit monthly accounting reports to the District. WLA shall have an annual audit of its accounts in accordance with Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. WLA will provide the District with a copy of the audit. If the District provides for the audit of WLA, WLA will still be responsible for the cost of the audit.

- (i) Financial Management. WLA shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the WLA accounting method shall comply in all instances with applicable governmental accounting requirements.
- (ii) Budget and Cash Flow. WLA shall prepare and provide to the Board a copy of its annual budget and quarterly cash flow projections for each fiscal year by no later than April 1 immediately preceding such fiscal year.
- (ii) Distribution of Funds. The District shall issue payment (flow-through funding) to WLA based on funds received by Oregon Department of Education as per the adjusted State School Fund estimate no later than 10 days following the District's receipt of funds.



- (iv) Refund of Unspent Funds. In the event that this contract is revoked or is not renewed by the District, WLA shall refund to the District all unspent funds in accordance with Section 11 of ORS Chapter 338.
- (v) Other Sources of Funds for WLA. The parties acknowledge that WLA is or may be entitled to other state and federal sources of funds for schools which are not included in the per capita tuition payment described in this contract.
- (vi) Outside Funding. WLA may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or to the terms of this contract. In the event that WLA solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. WLA shall annually report all gifts, donations and grants to the District by recording the same in the financial records required in paragraph 7. C. above.
- (vii) Statement of Management and Financial Controls. At all times, WLA shall maintain appropriate governance and managerial procedures and financial controls and will submit to an annual financial audit described in ORS 338.045(2) and ORS Chapter 297. This certified public accountant or other similar professional shall perform a review of the WLA's management and financial controls and who shall provide a statement to the District no later than October 1 concerning the status of those controls. The initial statement must address whether WLA has the following in place: (1) generally accepted accounting procedures; (2) proper bank accounts, including a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organizational chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedure shall specifically identify the individual who will responsible for preparing such financial statements in the following fiscal year. This information may be submitted in conjunction with the annual audit. In the event that the initial statement reveals that any of the above controls is not in place, WLA shall remedy such deficiency no later than December of each school year.
- (viii) WLA shall provide the District with copies of letters from the WLA auditor to the WLA Board or the WLA School Director.

- (ix) WLA and the District shall review the operations of WLA at the conclusion of each school year to review the financial operation of WLA and the following year's budget.

D. Facilities

WLA High School shall be located at their owned property with an address of 34020 B Street, Eugene, Oregon, 97405.

WLA Middle School shall be located at a Springfield School District owned property, located at 91166 Sunderman Road, Springfield, Oregon 97408.

- (i) The middle school facility is owned by the Springfield Public School district, and WLA staff are expected to be good stewards of the facility.
- (ii) WLA shall work with the district to take such actions as are necessary to ensure that the use agreements, occupancy permits and health and safety approvals remain valid and in force and shall certify to the District no earlier than June 1 and no later than June 30 of each year school that such agreements, certificates and approvals remain in force. The responsibility for maintenance of the facility will be established and set forth through a lease agreement between WLA and the District.
- (iii) Ongoing maintenance of WLA facilities will be established through the lease agreement between WLA and the District. Large scale capital improvement projects will be negotiated on a case-by-case basis. Upgrades and changes in the facility need to be pre-approved by the district in writing and in advance.
- (iv) WLA may obtain additional facilities provided that WLA fulfills the obligations and provides the information set forth in this section with respect to such new or additional facilities, and provided further that WLA notifies the District of the proposed addition of facilities not less than 30 days prior to taking any final action in connection therewith. Placement of additional facilities on District property shall require written approval by the District prior to placement. All applicable permits and permissions shall be obtained by WLA prior to placement.
- (v) Building Security. The District will provide building security for WLA. To support this effort, WLA staff will follow district policy and procedures related to keys, key cards, and use of the security system.

- (vi) The District may rent out the facility at 91166 Sunderman Road, Springfield, Oregon for school and community groups following the District's standard rental process. Rentals will require approval by both the school principal and by the District designee. Rentals are defined by any use by an outside agency and anything for profit for a WLA staff member.

8. Governance and Operation

WLA shall govern and operate the charter school as set forth in its application to the extent permissible under federal and state law and subject to all conditions of this contract. In addition, the application is amended as follows, which amendments, and all other provisions of this contract, shall supersede and control over any conflicting language contained in the application.

A. Governing Board

The governing board of WLA shall consist of no fewer than five and no more than twenty-five members, or a number which is consistent with its Bylaws.

B. Corporate Status

WLA is and will remain an Oregon nonprofit corporation. Before making any changes in its Articles of Incorporation or Bylaws, WLA agrees to get prior approval from the District. WLA Articles of Incorporation and/or Bylaws will include a provision specifying that upon dissolution, voluntary or otherwise, assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of WLA or required to be turned over to the Oregon Department of Education pursuant to ORS 338(6) shall be returned to the District. Unless a donor or grantor specifically provides otherwise, all gifts, donations and grants are assumed to be to the District for the benefit of WLA, and shall be included among the assets returned to the District upon dissolution.

WLA shall provide a full copy of all WLA corporate documents before the signing of this contract.

C. Conflict of Interest

The governing board and any employees of WLA shall comply with District policies and regulations and state law regarding public employee ethics and conflicts of interest.

D. Nonreligious, Nonsectarian Status

WLA agrees that it shall operate, in all respects, as a nonsectarian, nonreligious public school. WLA shall not be affiliated with any nonpublic sectarian school or religious organization.

E. Nondiscrimination

WLA shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination, including without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, ancestry, marital status, political beliefs and/or affiliations, or sexual orientation.

F. Accountability

WLA shall be accountable to the District and subject to all District policies and regulations unless specifically waived by the District. All records established and maintained in accordance with the provisions of this contract, Board policy, and federal and state law shall be open to inspection by the District. WLA shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1). WLA is obligated to collect and provide such data regarding staffing, student enrollment, student records and school operations, upon request by the District.

G. Public Meetings

WLA and its Board of Directors are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

H. Indigent Students

WLA shall waive all fees of indigent students in accordance with District policy and applicable federal and state law. WLA shall survey its student population for eligibility for free and reduced meals under federal and state law if it elects to provide lunch for its students.

I. Operational Powers

Subject to the conditions and provisions of this contract, WLA through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenue derived by WLA consistent with law.

- (i) WLA Powers: WLA shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this contract): contract for goods and services necessary for the operation of WLA; prepare a budget; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fundraising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this contract. WLA may hire and independently manage non-union, registered staff through its entity as a non-profit, 501(c)(3) corporation. WLA will follow state and federal law when hiring and managing non-union, non-district staff and all WLA staff will be registered with TSPC.
- (ii) District Powers: In addition to the powers provided elsewhere in this contract, the District retains all other applicable powers over any district employees of WLA, including, but not limited to the following: making all personnel decisions, including hiring firing and discipline of all district employees including teachers, supervisors, and staff except as excluded or amended in this contract; providing all administrative and accounting services related to personnel.

WLA shall comply with all district student discipline policies; academic standards and credit requirements. Provided, however, that the WLA School Director shall have the authority inherent to the position of school principal within the district.

J. Bidding Requirements

Unless purchased from or through the District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding as required by District and state law.

K. Third Party Contracts

WLA shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this contract, unless WLA has first submitted such contract to the District for review and executed a contract services rider with the District acceptable to the District.

L. Annual Report and Review

WLA will submit an annual report by November 30 to the District which will include, without limitation, the following:

- (iii) Summary data on the progress toward meeting its academic goals and objectives.
- (iv) The audited financial statements of WLA, including proofs of insurance,
- (v) Any statements from the public charter school that show the results of all operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school.
- (vi) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.
- (vii) Policy development issues;
- (viii) Student attendance and student discipline information;
- (ix) Any recommendations regarding personnel matters; and
- (x) Any other information the District deems necessary to demonstrate that WLA is in compliance with state and federal law and the terms of this contract

M. Term

The WLA charter and this contract are to be effective as of the date this contract is signed by both parties and approved by the District Board, and will last until midnight on June 30, 2022, approved on an annual basis and subject to subsection M, below. This contract may be renewed by joint agreement between the District and WLA according to the procedures set forth in ORS 338.065(3)-(6).

In the event the contract is not renewed prior to the expiration of the contract, this contract shall terminate at midnight on June 30, 2022, and WLA shall dissolve pursuant to paragraph 8.M.

N. Termination

- (xi) Grounds for Termination: The District may revoke the charter and terminate this contract solely for the following causes:

- a) Failure to meet the terms of an approved charter of this chapter.
  - b) Failure to meet the requirements for student performance stated in the charter.
  - c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
  - d) Failure to maintain insurance as described in this contract.
  - e) Failure to maintain financial stability.
- (ii) Notice of Appeal: The District shall provide 60 days prior written notice of its intent to terminate the charter agreement. WLA may appeal the District's decision to terminate the charter agreement directly to the District Board. WLA may respond to the allegations in the District's written notification by offering documentary evidence. The District Board may, at its discretion, allow oral argument. The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105.
- (iii) WLA Decision to Terminate: Should WLA choose to terminate this contract and revoke its charter before the end of the contract term, it may do so with the Board's approval upon 180 days advance written notice. Pursuant to ORS 338.105(7), WLA's governing board may only terminate this charter, dissolve or close a public charter school at the end of a term. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of WLA or required to be given to the State Board of Education pursuant to ORS 338.105(6) shall be returned to the district.

#### J. Dissolution

In the event WLA should cease operation for whatever reason, including, but not limited to, the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of WLA; provided, however, that in doing so, the District does not assume any liability incurred by WLA beyond the funds allocated to it by the District under this contract. The District's authority hereunder shall

include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by WLA during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of WLA or required to be given to the State Board of Education pursuant to ORS 338.105(6) shall be returned to the District.

9. Employment Matters

The District may serve as the employer for certain designated certified and classified staff at WLA as determined by WLA. Designated Licensed and classified staff will be included in their respective bargaining units in the same manner as all other District employees. The District has the right to set all terms and conditions of employment, subject only to state and federal law and applicable collective bargaining agreements. On behalf of WLA, the District shall enter, in good faith, into negotiations with the certified and classified unions to seek accommodations that reflect WLA's unique schedule, staffing needs and curricular requirements.

WLA will serve as the employer of other staff that will be registered by TSPC and not included in the respective collective bargaining units.

A. Hiring of Personnel

Hiring of WLA designated certified and classified union employees will be at the discretion of the District and will follow a similar process as hiring in all other district sites. The District will consider hiring recommendations made by WLA. The WLA Board has no authority to hire discipline, supervise or terminate District employees. All other WLA employees will be managed by WLA.

B. Employee Compensation, Evaluation, and Discipline

The District will make all decisions regarding compensation, evaluation, promotion, discipline and termination of District employees working at WLA, subject to the terms of the collective bargaining agreements.

- (i) WLA is bound by District policies and federal and state law regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures.



C. Payroll

All District employees shall be paid through the payroll department of the Springfield School District.

All WLA employees shall be paid through the payroll process and procedures outlined by the WLA Board.

D. Benefits

All District employees shall receive benefits afforded to other District employees as outlined in the respective District collective bargaining agreements.

All WLA employees shall be afforded benefits according to WLA's working agreements with the respective employees/employee's working agreements

E. PERS

Pursuant to ORS Chapter 338, WLA shall participate in the Public Employees Retirement System (PERS) for its own employees, if any.

F. Employee Welfare and Safety

WLA shall comply with all District policies, and applicable federal and state laws, concerning employee welfare, safety and health issues.

G. Employee Records

District shall be responsible for establishing and maintaining personnel records for District employees working at WLA in compliance with all District policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records.

H. Employee Conduct

WLA shall ensure that its own employees comply with all District policies and regulations, and applicable state law, concerning employee conduct.

I. Placement Upon Revocation of Charter

In the event of termination or non-renewal of this contract, the reduction in force provisions in the collective bargaining agreements for district employed licensed and classified employees working at WLA shall apply.

J. Substitutes

Whenever necessary, WLA will provide coverage for teachers requiring substitutes.

K. Licensure

All WLA teachers who teach highly qualified subjects shall be either licensed to teach in Oregon or meet HQ standards as a registered teacher as defined by TSPC and allowed by ORS 338.

L. Professional Development

WLA shall provide professional development opportunities to WLA staff as provided for in District policy, state law, and applicable collective bargaining agreements.

WLA shall train teachers in its educational program.

M. TSPC Obligation

The District's Superintendent retains all reporting obligations to TSPC regarding District employees assigned to WLA.

N. Criminal Background Checks

WLA shall not knowingly employ any individual or allow an individual to volunteer for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. No later than August 1 of each school year, WLA shall provide the District with a list containing the names, job positions, and Social Security numbers of all of its employees and volunteers. Such list shall also indicate:

- (i) For each employee the date of initiation of the criminal background investigation required by ORS 342.223;
- (ii) For any individual hired in an instructional position after the start of the current academic year, WLA shall provide the District with such evidence of certification or other qualification no later than 30 days after the individual's initial date of hire.

O. CIPA Compliance

WLA shall insure that they maintain compliance with the Childrens Internet Protection Act in accordance with District policy IIBGA and Administrative Regulation IIBGA-AR.

10. Insurance and Legal Liabilities

A. Insurance

- (i) Provided by WLA: WLA shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts set forth in Exhibit C: directors and officers liability insurance. WLA will also obtain, at its own expense, any further insurance that the District reasonably deems necessary to protect the interests of the District or WLA.
- (ii) Provided by Districts: The District will provide insurance related to all WLA staff employed by the District in the same manner that it provides insurance relating to other District employees.
- (iii) Required Proof of Insurance: No later than July 1 of each year, and at any time thereafter upon the request of the District's risk manager, WLA shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination to the attention of the risk manager, Springfield Public Schools.
- (iv) Continuation of Risk Management Activities: WLA agrees that it will coordinate all risk management activities through the District's risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims. WLA shall not compromise, settle, negotiate or otherwise effect any disposition of potential claims asserted against it without the District's prior approval.

B. Legal Liabilities

- (i) Non-Exemption: WLA shall not be exempt from the following federal and state laws and District policies governing school districts:

- a) Federal law.
  - b) ORS 192.410 to 192.505 (Public Records Law)
  - c) ORS 192.610 to 192.690 (Public Meetings Law)
  - d) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law)
  - e) ORS 181.539, 326.603, 326.607 and 342.232 (criminal records checks).
  - f) ORS 337.150 (textbooks)
  - g) ORS 339.141, 339.147 and 339.155 (tuition and fees)
  - h) ORS 659.150 and 659.155 (discrimination)
  - i) ORS 30.260 to 30.300 (tort claims)
  - j) Health and safety statutes and rules.
  - k) The statewide assessment system developed by the Department of Education under ORS 329.485(1).
  - l) ORS 392.045(1) (academic content areas).
  - m) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
  - n) Sections ORS Chapter 338.
  - o) Any other Board policy or rule later deemed necessary by the District that does not otherwise materially alter the terms of this contract. • ORS 339.250 (12) (prohibition on infliction of corporal punishment)
  - p) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse);
  - q) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
  - r) ORS chapter 657 (Employment Department Law)
  - s) Oregon Administrative Rules developed by the Oregon Department of Education regarding ORS Chapter 338.
  - t) Any statute or rule that is listed in this charter agreement.
  - u) Any statute or rule that by its own terms is applicable to charter schools and charter school employees, including but not limited to ORS 342.549 and ORS chapter 244 (Government ethics).
  - v) Oregon Administrative Rules developed by the Oregon Department of Education regarding ORS Chapter 338.
- (ii) Compliance with District Policy/Rule: Except where otherwise specified in this agreement, WLA will comply with all Springfield Public School District policies and administrative rules.
- (iii) WLA shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and education program upon adoption of such policies by WLA's governing board. Any policy that is beyond WLA's

powers under this contract or is otherwise inconsistent with the terms of this contract is void.

WLA, which is the Willamette Leadership Academy, a public charter school, and Springfield School District shall work together in an atmosphere of mutual cooperation and respect. Both parties will do everything in their power to ensure the continued success of this established educational option for children, parents, teachers and the communities in Lane County.

C. Waiver

WLA may request waivers from specific Board policies or regulations and/or state law by submitting the request, in writing, to the District's Superintendent. WLA agrees that no waivers, specific to academic standards established by the District or State, shall be requested.

- (i) The request shall include the reasons why WLA is in need of or desires the waiver. The Superintendent shall have 10 working days to review the request and arrive at a recommendation. Thereafter, the Superintendent will present the matter before the Board at its next regular meeting. Waivers of District policies and regulations may be granted only to the extent permitted by state law.
- (ii) In the event the District policy or regulation from which WLA seeks a waiver is required by state law, or where WLA otherwise requests a waiver from a state law or regulation. WLA agrees to jointly request such a waiver from the State Board of Education, pursuant to ORS Chapter 338.

D. Full Faith and Credit

WLA agrees that it will not extend the faith and credit of the District to any third person or entity. WLA acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that WLA authority to contract is limited by the same provisions in law or District policy that apply to the District itself. WLA also is limited in its authority to contract by the amount of funds obtained by the District, as provided in this contract, or from other independent sources. WLA's governing board has the authority to approve contracts to which WLA is a party, subject to the requirements and limitations of the Oregon Constitution, state law, District policies and the provisions of this contract.

E. Indemnification

- (i) WLA Indemnifies District: To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, WLA agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of WLA, its faculty, students patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with WLA operations. WLA agrees to indemnify, hold harmless and defend the District from all contract claims in which the WLA has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.
- (ii) District Indemnifies A3: To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold WLA, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any WLA Board member, officer or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at WLA whose negligent or wrongful act or omission is caused or directed by WLA. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.
- (iii) Survival of Indemnification: This indemnification, defense and hold harmless obligation on behalf of WLA and the District shall survive the termination of this contract. Any indemnified party shall have the right, at its own expense, to participate in the

defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

The parties to this contract expressly acknowledge that WLA is not operating as the agent, or under the direction and control, of the District board except as required by law or this contract, and that the District Board assumes no liability for any loss or injury resulting from:

- (i) The acts or omissions of WLA, its directors, trustees, agents or employees.
- (ii) The use and occupancy of the building occupied by WLA or any matter in connection with the condition of such building; or
- (iii) Any debt or contractual obligation incurred by WLA.

G. ADA/504 Obligations

WLA acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. WLA will indemnify and hold harmless the District from all claims under these statutes. WLA may contract with the District for services or accommodations to meet WLA's legal obligations under these statutes. Changes to District buildings that are necessary to comply with ADA responsibilities shall be the responsibility of the District.

11. Transportation

In accordance with ORS 338.145, WLA students may obtain transportation through the student's parent/guardian, existing public school bus lines, or through WLA's transportation system.

12. Miscellaneous Provisions

A. Entire Agreement

This contract, with attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this contract.

B. Governing Law

This contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions. The parties intend that where this contract references federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments.

C. Assignment

This contract may not be assigned or delegated by WLA under any circumstances, it being expressly understood that the charter granted by this contract runs solely and exclusively to WLA.

D. Terms and Conditions of Proposal

The parties to this contract agree that the attached proposal sets forth the overall goals, standards, and general operational policies of WLA, and that the proposal is not a complete statement of each detail of WLA's operation. To the extent that WLA desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise defer from those in the proposal, WLA shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards, and general operational policies set forth in the application, this contract and ORS Chapter 338 and with District approval.

E. Amendment

This contract may be modified or amended only by written agreement between WLA and the District Superintendent or her/his designee.

F. Notice

Any notice required, or permitted, under this contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the WLA Board of Directors or for notices to the District to the office of the Superintendent of the District.

G. No Waiver

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements



expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

H. Dispute Resolution

In the event any dispute arises between the District and WLA concerning this contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and WLA are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the Board shall be final and binding on the parties; provided, however, WLA may appeal to the State Board of Education concerning those matters within the jurisdiction under ORS Chapter 338.

I. Severability

If any provision of this contract is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this contract.

J. Delegation

The parties agree and acknowledge that the functions and powers of the District Board may be exercised by Superintendent of the District, provided that any ultimate decision regarding renewal, non-renewal or revocation of this contract may be made only by the District Board.

K. Prior Actions

It is expressly agreed and understood that as a condition precedent to this contract becoming effective on the effective date specified above in paragraph 2, WLA shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this contract null and void.

L. WLA Authority to Enter Into Contract

WLA expressly affirms that this signatories on its behalf who sign below have the authority to enter into this contract on behalf of WLA and that the Board of Directors of WLA has duly approved of this contract. WLA shall provide a copy of its written resolution authorizing WLA to enter into this contract.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

Springfield Public Schools

Willamette Leadership Academy

By: \_\_\_\_\_  
School Board Chairperson

By: \_\_\_\_\_  
Chairperson, WLA Board

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

By: \_\_\_\_\_  
Charter Proposal Developer

## Exhibit B

### INSURANCE REQUIREMENTS

Liability Insurance for Directors and Officers in an amount of not less than \$2,000,000 each loss / \$2,000,000 each policy year covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous “claims made” coverage will be acceptable, provided the retroactive date is on the effective date of the charter.

**BUS LEASE/PURCHASE AGREEMENT**

**RELEVANT DATA:**

At the March 13, 2017 school board meeting the Board approved the purchase of six (6) new school buses to replace older fleet models. The buses have been ordered and delivery is estimated to be during the summer of 2017. Upon delivery the District will need to submit payment for these new buses using previously identified resources. This full faith and credit obligation is a ten-year agreement at a market driven interest rate associated with municipal leases. The estimated rate for this issue is 3.27% due to the current market. Payments for the agreement will be made solely from the Equipment Replacement Fund (Fund 297) on an annual basis. Additionally, the State reimburses our district for 70% of the cost of purchasing a new school bus (including interest on the lease program). This reimbursement comes to the district over a ten-year period and can only be used for the purchase of school buses and related equipment. The district places this money into Fund 297. There are no additional General Fund resources being used for this purchase.

Purchases from this program have a separate amortization schedule and payback conditions. Brett Yancey is available to answer any questions.

**RECOMMENDATION:**

It is recommended that the Board approve the attached resolution (as presented) authorizing the issuance of the lease/purchase agreement in an aggregate amount not to exceed \$950,000, including the designation of authorized representatives.

Submitted by:

Brett Yancey  
Chief Operations Officer

Recommended by:

Susan Rieke-Smith, Ed.D.  
Superintendent

RESOLUTION NO. 1617.071

A RESOLUTION OF LANE COUNTY SCHOOL DISTRICT NO. 19 AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF FULL FAITH AND CREDIT OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$950,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE AND SPECIAL COUNSEL; AUTHORIZING EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.

WHEREAS, Lane County School District No. 19 (the “District”) is authorized pursuant to the Constitution and laws of the State of Oregon, namely Oregon Revised Statutes Section 271.390, 287A.300, 287A.315 and 334.125 (collectively, the “Act”) to enter into a financing agreement to finance the cost of real and personal property as more fully described in Exhibit A attached hereto (the “Project”) and pay the costs of issuance of such obligations; and

WHEREAS, it is advantageous for the District to authorize and enter into a financing agreement to finance the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LANE COUNTY SCHOOL DISTRICT NO. 19, AS FOLLOWS:

**Section 1. Authorization.** The Board hereby authorizes the execution and delivery of a financing agreement (the “Agreement”) to finance the Project. The maximum principal amount of the Agreement shall not exceed \$950,000 and the final maturity shall not extend beyond December 31, 2027. The rate of interest on the Agreement shall not exceed 3.27% per annum.

**Section 2. Payments** The payments for the Agreement shall be payable from the general, non-restricted revenues of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments shall be a full faith and credit obligation of the District, and is not subject to appropriation. The owner of the Agreement shall not have a lien or security interest on the property financed with the proceeds of the Agreement.

**Section 3. Designation of Authorized Representative.** Pursuant to ORS 287A.300 (4), the District hereby authorizes the Chief Operations Officer (the “Authorized Representative”) to act on behalf of the District and determine the remaining terms of the Agreement as specified in Section 4 of this Resolution.

**Section 4. Delegation of Final Terms of the Agreement and Additional Documents.** The Authorized Representative is hereby authorized, on behalf of the District, to:

- a. establish the dated date, interest payment dates, interest rate (not to exceed the interest rate stated in Section 1 of this Resolution), principal payment dates and maturities, and final principal amount, not to exceed \$950,000; and to establish prepayment provisions for the payments;
- b. prepare the Agreement which the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Agreement; and
- c. enter into any other agreements and to execute any other certificates or documents, and take any actions, which are necessary to finance the Project in accordance with this Resolution.

**Section 5. Maintenance of Tax-Exempt Status.** The District hereby covenants for the benefit of the lender to use proceeds of the Agreement, and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the “Code”) which are required for the interest component of the payments payable under the Agreement to be excluded from gross income for federal income tax purposes, as provided in the Agreement. The District makes the following specific covenants with respect to the Code:

- i. The District will not take any action or omit any action if it would cause the Agreement to become an arbitrage bond under Section 148 of the Code.
- ii. The District shall operate the facilities financed with the Agreement so that the Agreement does not become a private activity bond within the meaning of Section 141 of the Code.
- iii. The District shall comply with appropriate reporting requirements.
- iv. The District shall pay, when due, all rebates and penalties with respect to the Agreement which are required by Section 148(f) of the Code.

**Section 6. Bank Designation.** The District designates the Agreement for purposes of paragraph (3) of Section 265(b) of the Code as a “qualified tax-exempt obligation” since the Agreement does not constitute a private activity bond as defined in Section 141 of the Code, and not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Agreement, have been or shall be issued by the District, including all subordinate entities of the District, if any, during the calendar year 2017.

**Section 7. Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the Agreement, the provisions of this Resolution shall be part of the contract of the District with the lender and shall be deemed to be and shall constitute a contract between the District and the lender. The covenants, pledges, representations and warranties contained in this Resolution

and in the closing documents executed in connection with the Agreement, including without limitation the District's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the lender.

**Section 8. Appointment of Special Counsel.** The District hereby appoints Mersereau Shannon LLP as special counsel to the District in connection with the Agreement.

ADOPTED by the Board of Directors of Lane County School District No. 19 this 26<sup>th</sup> day of June, 2017.

LANE COUNTY SCHOOL DISTRICT NO. 19

By \_\_\_\_\_  
Chair

ATTEST:

By \_\_\_\_\_  
Chief Operations Officer

## **EXHIBIT A**

Purchase of:

Six (6) Type C, Propane Blue Bird Vision 54 passenger, wheelchair lift equipped, front engine school buses from Western Bus Sales, Inc. of Boring, Oregon.