### Lowell School District

45 S. Moss St. ◆ Lowell, Oregon 97452 ◆ (541) 937-2105

#### **Board of Director's Meeting**

February 1, 2016

Professional Development Center

5:45 pm – Study Session—Collective Bargaining; Executive Session immediately following 7:00 pm - Public Session

#### **AGENDA**

The Lowell School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

#### 1.0 OPENING BUSINESS—Professional Development Center—5:45 pm

1.1 Call to Order

#### 2.0 STUDY SESSION—Professional Development Center

- 2.1 Collective Bargaining—Presented by Dr. Hanline
- 2.2 Public Comment on Executive Session Topics
- 2.3 Convene to Executive Session

#### 3.0 EXECUTIVE SESSION—Superintendent's Office Conference Room

3.1 Pursuant to ORS 192.660(2)(i)

To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

- 3.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process
- 3.2 Pursuant to ORS 192.660 (2) (d).

To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

3.3 Pursuant to ORS 192.660 (2)(f)

To consider records exempt by law from public inspection.

3.4 Return to Public Session

#### 4.0 OPENING OF PUBLIC SESSION—Professional Development Center—7:00 pm

- 4.1 Public Session Call to Order
- 4.2 Pledge of Allegiance
- 4.3 Attendance:

Dennis McCallum, Chair
Suzanne Kintzley, Vice-Chair

Mike Galvin
Joyce Donnell
Jim Chapman
Walt Hanline, Ed. D., Superintendent
Kay Graham, Principal
Marisa Owsley, Student Body Representative
Michelle Stephens, Assistant to the Superintendent
4.4 Approval of Agenda – February 1, 2016
Recommended Action: Approval of Agenda  MOTION: 2 <sup>nd:</sup> AYES: NOES: ABSTAIN:
MOTION:2ATES:NOES:ABSTAIN:
5.0 PUBLIC COMMENT
**Opportunity for Citizens to address items not on the Agenda. Persons wishing to address the Board on any
school related issue not listed elsewhere on the agenda are invited to do so now. Board Members are limited, bu
not required, to give a brief response to public statements or questions regarding non-agenda items.
6.0 PUBLIC HEARING
6.1 Bridge Home School Charter Application
6.2 Public input and discussion
6.3 Close public hearing
7.0 ACTION DISCUSSION
7.1 Recommended Action: To accept the application of the Bridge Home School Charter—
Presented by Mr. Matthews (Attachments)
Explanatory Statement: Lowell School Board is being asked to accept the application of the
Bridge Home School Charter, not for approval
MOTION: 2 <sup>nd:</sup> AYES: NOES: ABSTAIN:
7.2 Recommended Action: Approve Resolution 2015-16-1 from Government Capital to purchase
the Forest Service/Gardner Kent Property—Presented by Mr. McCallum (Attachment)
Explanatory Statement: All real estate transactions must first be approved by the Lowell School
Board
MOTION: 2 <sup>nd:</sup> AYES: NOES: ABSTAIN:
7.3 Recommended Action: Accept the 2014-2015 Strategic Plan Report—Presented by Dr. Hanline
Explanatory Statement: Administration will present the Strategic Plan Report and request
acceptance as presented
MOTION: AYES: NOES: ABSTAIN:
MOTION 2 ATLS NOLS ADSTAIN

### 8.0 **ADJOURNMENT**

Any documents that are public records and are provided attachments to public session items on this agenda are accessible to the public on the District's Website, with the exception of documents provided at the time of the meeting. Documents that are public records, and are provided at the time of the meeting to a majority of the Board regarding a public session item, will be made available for public inspection upon request to the Superintendent's Assistant.

# The Bridge Charter School Proposal

2015-2016

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- 1) The identification of the applicant: Bridge Educational Foundation
- 2) The name of the proposed public charter school: The Bridge Charter School
- 3) A description of the philosophy and mission of the public charter school and how it differs from the district's current program and philosophy:

#### Philosophy & Mission

The philosophy and mission of The Bridge Charter School is to support and guide parents as they homeschool their children. The Bridge Charter School would be a quality school of choice for any student who would benefit from an individualized education. Our personalized educational program would support its students by offering educational resources, including an assigned Educational Specialist (ES), a licensed or registered teacher, who will meet with each student individually on a weekly basis, as well as access to a team of lead instructors and tutors, field trips, academic competitions, and many other school activities. Parental partnership is a cornerstone of our educational program. Our purpose is to graduate critical thinkers who can effectively communicate in the 21st century. The Bridge would facilitate a personalized learning programs through a collaborative partnership between the student, family, teacher, school, and community.

### How it differs from the district's current program and philosophy:

The Bridge Charter School will differ from Lowell school district's current program in that it will primarily focus on reaching out to and assisting the homeschool community in Lane County.

#### 4) A description of any distinctive learning or teaching techniques to be used:

Students at The Bridge Charter School will be assigned an Educational Specialist (ES), a licensed or registered teacher, to meet with individually on a weekly basis. Parents, students and the Educational Specialist (ES) will collaborate in the selecting of instructional materials customized to the student's Personalized Learning Plan. Non-consumable materials must be returned as courses are completed, at the end of the school year, or upon withdrawal from the school. Personalized learning is the tailoring of instruction with multiple curriculum options in learning environments customized to the unique needs of individual learners.

#### 5) A description of the curriculum of the public charter school:

Students at The Bridge Charter School are given coursework based on their Personalized Learning Plan. Each program and/or curriculum used must as a whole meet the grade level standards established by the Oregon Department of Education. If the core curriculum fails to meet grade level standards, supplemental materials will be added to ensure the coursework meets the appropriate standards. The Bridge Charter School will develop a list of standards based

curriculum to provide to students, staff, and families that meet the unique needs of the students and charter school.

### 6) A description of the expected results of the curriculum and the verified methods of measuring and reporting results that will allow comparisons with district schools:

Using their Personalized Learning Plan, students will make at least one year of progress in all content areas. The Bridge Charter School may monitor and test student's progress by using assessments within their curriculum or by using outside testing resources such as MAPS, Smarter Balanced, EASYcbm Progress Monitoring, DIBELS Progress Monitoring or LPAs. Interventions may be scheduled for students failing to make sufficient progress.

### 7) The governance structure public charter school board membership, selection, duties and responsibilities:

### Membership

#### **Board Recruitment Policy**

Bridge Educational Foundation will serve as the acting board for The Bridge Charter School. Information regarding board recruitment, eligibility, selection, and duties and responsibilities can be viewed in the attached "Bridge Educational Bylaws" document.

### **Board Eligibility**

Bridge Educational Foundation will serve as the acting board for The Bridge Charter School. Information regarding board recruitment, eligibility, selection, and duties and responsibilities can be viewed in the attached "Bridge Educational Bylaws" document.

#### **Selection**

Bridge Educational Foundation will serve as the acting board for The Bridge Charter School. Information regarding board recruitment, eligibility, selection, and duties and responsibilities can be viewed in the attached "Bridge Educational Bylaws" document.

#### **Duties and Responsibilities**

Bridge Educational Foundation will serve as the acting board for The Bridge Charter School. Information regarding board recruitment, eligibility, selection, and duties and responsibilities can be viewed in the attached "Bridge Educational Bylaws" document.

#### 8) The projected enrollment including the ages or grades to be served:

The Bridge Charter School has a projected enrollment of 100 K-9<sup>th</sup> grade students. The Bridge Charter School will add 10<sup>th</sup> grade to the program in the 2016-2017 school year, 11<sup>th</sup> grade in the 2017-2018 school year, and 12<sup>th</sup> grade in the 2018-2019 school year.

#### 9) The target population of students the public charter school is designed to serve:

The Bridge Charter School exists to support homeschool students and families.

### 10) The legal address, facilities and physical location of the public charter school and applicable occupancy permits and health and safety approvals:

The location of The Bridge Charter School will be in buildings provided by Lowell School District and leased by The Bridge Charter School. Upon approval of the charter school proposal, The Bridge Charter School administration will work to secure the specific facility address to specify in The Bridge's Charter School contract. Applicable occupancy permits and health and safety approvals will be included in The Bridge's Charter School Contract.

#### 11) A description of admission policies and application procedures:

Students enrollment in The Bridge Charter School shall be voluntary. All students, including students with disabilities who reside in the Lane County and meet legal age requirements applicable to a grade level will be eligible for enrollment if space is available. As provided in ORS 338.125(2), if space is available, The Bridge may admit students who do not reside in the District. Within each phase of the enrollment process, preference will be given to residents of the District. As provided in ORS 338.125(3)(b), The Bridge may give admissions preference to 1) students who were enrolled in the prior year, unless expelled and 2) applicants who have siblings who are presently enrolled and who were enrolled in the prior year. Any additional preferences not specifically outlined in laws governing charter school operation in the State of Oregon will require the submission of a waiver approved by the Oregon State Board of Education prior to implementation of said preference for admission status.

School enrollment for the 2016-2017 school year shall be 100 students. Enrollment and expansion of The Bridge Charter School during subsequent years shall be negotiated with the District and determined by the strength of the infrastructure of The Bridge and the academic success of its students.

If ever the maximum enrollment established by the District is met as set forth in Section 4.G.iv is met, a lottery process will be implemented conforming to ORS Chapter 338. Using the lottery process at the end of each enrollment period (as defined in the enrollment materials), The Bridge shall establish a waiting list of students who shall be offered the opportunity to enroll at The Bridge if additional space later becomes available. The waiting list shall carry over to subsequent years.

Students looking to enroll in The Bridge Charter School must first attend the appropriate grade level orientation. After attending such orientation the student will be given an enrollment packet to complete. Once the enrollment packet has been submitted to the school's registrar the student will be placed with a teacher if room permits. Otherwise, the student will be placed on the appropriate waiting list until a position becomes available.

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site.

The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

No later than August 1 annually, The Bridge Charter School will provide to the District a list of student names, addresses, and grades of all students who have enrolled in the charter. The District will use the attendance reporting process below to update the District throughout the school year, as new students enroll and/or current students withdraw from the charter.

#### 12) The statutes and rules that shall apply to the public charter school:

Pursuant to ORS 338.115, in addition to any statute or rule that is listed in this charter, the following federal and state laws apply to The Bridge Charter School and shall be observed where applicable:

#### Federal law.

- (1) ORS 192.410 to 192.505 (Public Records Law).
- (2) ORS 192.610 to 192.690 (Public Meetings Law).
- (3) ORS 297.405 to 297.555 and 297.990 (Municipal Financial Audit Law).
- (4) ORS 326.565, 326.575, and 326.580 (student records).
- (5) ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records checks).
- (6) ORS 337.150 (textbooks).
- (7) ORS 339.141, 339.147 and 339.155 (tuition and fees).
- (8) ORS 659.850, 659.855 and 659.860 (discrimination).

(9) ORS 30.260 to 30.300 (tort claims).

#### Health and safety statutes and rules.

- (1) The statewide assessment system developed by the Oregon Department of Education under ORS 329.485.
- (2) ORS 329.045 (academic content areas).
- (3) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate). 1. Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- (4) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- (5) ORS 339.250 (12) (prohibition on infliction of corporal punishment).
- (6) ORS 339.326 (notice concerning students subject to juvenile court petitions).
- (7) ORS 339.119 (consideration for educational services).
- (8) ORS Chapter 338.
- (9) ORS Chapter 657 (Employment Department Law).

### Any administrative rule adopted by the Oregon state Board of Education or the Oregon Teacher Standards and Practices Commission (TSPC) regarding public charter schools.

(1) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse).

The Bridge 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 educational program upon adoption of such policy by The Bridge's governing board. The Bridge will provide the district with the most recent policy editions by the first day of each school year.

### 13) The proposed budget and financial plan including evidence that the proposed budget and financial plan are financially sound

The proposed budget will be based on ADM gathered at a projected enrollment of 100 students. Personnel costs will be budgeted to account for no more than approximately 50% of The Bridge Charter School's total budget. Curriculum costs will be budgeted to account for no more than approximately 20% of The Bridge Charter School's total budget. Curriculum costs will decrease over the course of the term of the charter contract as the school collects non-consumable curriculum. Financial, technology and human resource support will be provided by the Lowell School District as defined within an annual contractual agreement between the Charter and Lowell School District. Facilities will be provided by Lowell District and will be leased by the Charter from the District as defined within a lease agreement between the District and the Charter.

#### 14) A financial management system that includes:

A description of a financial management system for the public charter school. The financial management system must include a budget and accounting system that:

is compatible with the budget and accounting system and shall be provided by the Lowell School District.

Such support shall comply with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.

Business services will be contracted through Lowell School District and thus will use the financial management system provided the district.

A plan for having the financial management system in place at the time the school begins operating.

15) The standards for behavior and the procedures for the discipline, suspension or expulsion of students:

### **Discipline**

The Bridge Charter School will practice using a multi-step intervention process for discipline of its students. Each Educational Specialist (ES) will be trained to identify students that are failing to meet their academic goals, attend school regularly, or that have behavioral issues. The ES will then, in conjunction with the student's parent, attempt to establish a progressive plan for getting the student back on track and a timeline for doing so. Upon enrollment, students and parents will sign a master agreement agreeing to terms of conduct. This document will be used to support the disciplinary process.

If the student fails to complete the progressive plan discussed with their ES, the ES may choose to develop a new plan with their Professional Learning Committee during their weekly meetings. During a portion of each weekly staff meeting, Educational Specialists will have the opportunity to meet with a team of their fellow educators (Professional Learning Committee) to discuss goals and ideas for student achievement. At these meetings the Educational Specialist may attempt to develop a new progressive plan for their at-risk student. Educational Specialists may choose to use this disciplinary step or may move directly to the next step depending on the severity of the issue.

If the student still fails to complete the progressive plan discussed with their Educational Specialist, or if the student has a history of being on multiple progressive plans throughout the year, a follow up intervention will be scheduled with a school administrator, the parent(s), and student involved. During this intervention school administrators will develop a new progressive plan for the

student that may involve academic assistance or alternative resources. If a student has two or more interventions with a school administrator a discussion will be had about pursuing other education options.

#### Suspension

Suspensions will be given on a case by case basis depending on the severity of the situation. Typically, The Bridge Charter School will use the intervention process to help students who are struggling. On rare occasions where suspension (rather than interventions or expulsions) is necessary, a meeting will be set up with the Executive Director, Educational Specialist, parent(s), and student to discuss the terms of the suspension.

#### **Expulsion**

A public charter school administrator, after reviewing available information, may recommend to the The Bridge school board that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

When an expulsion hearing is not waived, the following procedure is required.

- (1) Notice will be given to the student and the parent by personal service or by certified mail at least [five] days prior to the scheduled hearing. Notice will include:
  - 1. The specific charge or charges;
  - **2.** The conduct constituting the alleged violation, including the nature of the evidence of the violation;
  - **3.** A recommendation for expulsion;
  - **4.** The student's right to a hearing;
  - 5. When and where the hearing will take place; and
  - **6.** The right to representation.
- (2) The public charter school administrator will act as hearings officer. The public charter school may contract with an individual who is not employed by the public charter to serve as the hearings officer. The hearings officer will conduct the

hearing and will not be associated with the initial actions of the public charter school administrators;

In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the public charter school will provide a translator;

- (3) The student will be permitted to have a representative present at the hearing to advise and to present arguments. The representative may be an attorney or parent. The public charter school's attorney may be present;
- (4) The student will be afforded the right to present his/her version of the charges and to introduce evidence by testimony, writings or other exhibits;
- (5) The student will be permitted to be present and to hear the evidence presented by the public charter school;
- (6) The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records.
- (7) The hearings officer or the student may make a record of the hearing;
- (8) The hearings officer's decision is final; however, this decision may be appealed to the public charter school board. Findings of fact as to whether the student has committed the alleged conduct will be submitted to the Board, along with the officer's decision on disciplinary action, if any, including the duration of any expulsion. This decision will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision. Parents of students who wish to appeal the hearings officer's decision will have the opportunity to be heard at the time the Board reviews the decision;
- (9) Expulsion hearings will be conducted in private and Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing by the hearings officer, the following will not be made public:
  - 1. The name of the minor student;
  - **2.** The issues involved:
  - **3.** The discussion:
  - **4.** The vote of Board members, which may be taken in executive session.

Prior to expulsion, the public charter school must notify the resident district of the student of the impending expulsion.

### 16) The proposed school calendar, including the length of the school day and length of the school year:

The Bridge Charter School will operate under the same school calendar as its sponsoring school district. The Bridge's primary facility will be open Monday through Friday from 7:30 am to 4:30 pm.

17) A description of the proposed school staff and required qualifications of teachers including a breakdown of professional staff who hold a valid teaching license issued by the Teacher Standards and Practices Commission (TSPC) and those who do not hold a license but are registered with the TSPC (At least one-half of the full-time equivalent teaching and administrative staff of the public charter school shall be licensed.):

### **School Staff Proposal**

- (1) Staff with Teaching Licenses The Bridge Charter School will generally have student/teacher sections that have a 1/12 ratio for each class period.
- (2) Staff with Charter School Registries The Bridge Charter School will comply with Charter School Registry regulations set by the state and ensure that at least 50% of its administrative and teaching staff possess an administrator or teaching license (rather than a Charter School Registry) with TSPC.

### 18) The date upon which the public charter school would begin operating:

The Bridge Charter School will begin operation on September 7, 2016.

19) The arrangements for any necessary special education and related services for students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA) and special education or regular education and related services for students who qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select The Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site.

The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally

discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

The Bridge Charter School 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 The Bridge Charter School includes, but is not limited to, the following:

- (1) The Bridge Charter School will comply with all District policies regarding discipline of special education students.
- (2) The IEP (Individual Education Program) team is determined by state and federal law. The Bridge Charter School IEP teams must have a District representative, or designee, in attendance, as well as appropriate teaching staff.
- (3) The student's IEP team will determine the appropriate educational program and placement for The Bridge Charter School student. The Bridge Charter School shall abide by the IEP team's decision on program and placement.
- (4) The Bridge Charter School employees will comply with training required by an IEP team for delivery of services to a The Bridge Charter School student.

The funds from the Oregon Department of Education representing the ADMw for special education for The Bridge Charter School SPED students shall be retained by the District.

The District has the discretion to determine which specialized programs will be offered on-site at The Bridge Charter School site. The District is responsible for the provision of special education and related services to any Bridge Charter School student being served pursuant to an IEP. The Bridge Charter School is responsible for implementing the supplementary aids and services on a student's IEP that constitute accommodations or modifications made to the general education classroom. Any cost related to the implementation of supplementary aids and services (e.g., materials, equipment, staffing) shall be borne by the District.

For a nonresident The Bridge Charter School student eligible under IDEA, pursuant to ORS Chapter 338 the District shall be considered the resident district for all legal, financial, and other purposes, unless and until the nonresident student's IEP team determines that the IEP cannot be implemented at The Bridge Charter School and selects another placement.

The Bridge Charter School shall not change the student's program without IEP team action.

Special education transportation will only be provided to The Bridge Charter School SPED student if it is a related service on a The Bridge Charter School student's IEP, and if the IEP team has determined that the student's special education needs can be met in conjunction with The Bridge Charter School educational program.

The Bridge Charter School shall provide substitutes for The Bridge Charter School staff who are required to attend IEP meetings or other meetings related to a The Bridge Charter School special education student during the instructional day at The Bridge Charter School.

The Bridge Charter School will notify the student's resident district if a new student may need special education services.

The Bridge Charter School will cooperate with District procedures regarding childfind, data collection, and general education interventions.

### 20) Information on the manner in which community groups may be involved in the planning and development process of the public charter school:

The administration and school board of The Bridge Charter School believes that community participation in the affairs of schools is essential if the school and the community are to maintain mutual confidence and respect and work together to improve the quality of education for all students. All citizens will be encouraged to express ideas, concerns, and judgments about the schools to the school administration, the staff and to the school board. The administration and school board also encourages the involvement of citizens, both as individuals and as groups, to act as advisors and resource people to the district and to their own local schools. While the administration and school board's responsibility cannot be delegated or surrendered to others, the advice of the public will be given careful consideration in the decision making process of the administration and school board. When deemed advisable, the administration and school board shall seek charter school patron opinion through the use of appropriate opinion gathering techniques. All board meetings will be open to the public for public comment.

#### 21) The term of the charter:

This term of The Bridge Charter School shall commence on July 1, 2016, and shall expire on June 30, 2019, unless sooner terminated pursuant to the provisions herein.

No earlier than 210 days prior to the expiration of the term of this charter, and no later than 180 days before the expiration of the term of this charter, The Bridge may request, in writing, that their contract be renewed. The Bridge's written request shall indicate which terms, if any, The Bridge would propose to change from the current contract. The Bridge shall also state why it believes the current terms need to be changed in a new contract.

### 22) The plan for performance bonding or insuring the public charter school, including buildings and liabilities:

The location of The Bridge Charter School will be in buildings provided by Lowell School District and leased by The Bridge Charter School. Upon approval of the charter school proposal, The Bridge Charter School administration will work to secure the specific facility address to specify in The Bridge's Charter School contract. Applicable occupancy permits and health and safety approvals will be included in The Bridge's Charter School Contract.

### 23) A proposed plan for the placement of public charter school teachers, other employees and students upon termination or nonrenewal of a charter:

In the event of termination or nonrenewal of The Bridge Charter School, The Bridge will work in conjunction with Lowell school district to facilitate the placement of teachers, staff, and students. In the event of termination or nonrenewal of The Bridge Charter School's contract Lowell school district shall give The Bridge 60 days' notice to the school prior to the last day of the current school year.

### 24) The manner in which the public charter school program review and fiscal audit will be conducted:

#### **Program Review**

By January 1 of each year, The Bridge shall prepare and submit to the District and the State Board of Education an annual report which will include, without limitation, the following:

- (1) Information on the performance of the school overall, including summary enrollment levels, attendance rates, student conduct and discipline data, an analysis of the students' progress toward meeting academic goals and objectives, summary data on the accomplishment of the school's educational program and operational goals, an outline of goals for the upcoming year along with an action plan to achieve those goals and evaluation plan to measure attainment of those goals;
- (2) The audit and financial statements required under Section 6 paragraph C of this contract, including proof of insurance;
- (3) Policy development issues;

- (4) Student discipline information; and
- (5) Any other information the District reasonably deems necessary to demonstrate that The Bridge is in compliance with state and federal law and the terms of this contract.

#### **Audit**

An audit of all accounts of the district will be made annually by an independent certified public accounting firm selected by the Lowell School District in accordance with Oregon law. The audit examination will be conducted in accordance with minimum auditing standards established by the Secretary of State and will include all funds under the control of the district. The annual audit report will be presented to the Board by the district's audit firm for review and evaluation. The Chief Executive Officer will insure proper distribution of the audit report to state and financial agencies.

### 25) In the case of a district school's conversion to charter status, the following additional criteria must be addressed:

The alternate arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school:

(1) Not Applicable

The relationship that will exist between the public charter school and its employees including terms and conditions of employment.

- (2) Not Applicable
- 26) In addition to the minimum requirements enumerated in ORS 338.045 (2)(a) -(y), the district, under ORS 338.045 (3), may require the applicant to submit any of the following information as necessary to add detail or clarity to the minimum requirements or that the Board considers relevant to the formation or operation of the public charter school:

#### **Curriculum, Instruction and Assessment**

Description of a curriculum for each grade of students, which demonstrates in detail alignment with Oregon's academic content standards:

The Bridge Charter School will develop a Personalized Learning Plan for each student that attends the school. As a result, students will have a vast variety of curriculum choices to meet their needs. The Bridge Charter School will create a development team for each subject area that consist of teachers who are highly qualified in the subject area and a school administrator. This development team will work together to ensure that each curriculum choice aligns with state standards and meets the needs of the individual

student. The Bridge Charter School will adopt Logos Public Charter School's vetted curriculum catalog as a baseline for its curriculum options for students of all grade levels.

### Description of instructional goals in relationship to Oregon's academic content standards and benchmarks:

The Bridge Charter School will set goals for student achievement and growth aligned with district and state standards. All students will be expected to make one year worth of progress in all content areas. Students in all grades will be expected to meet all state benchmarks. Goals will be set so that school graduation rates will meet or exceed district and state goals.

# A planned course statement for courses taught in the program, including related content standards, course criteria, assessment practices and state required work samples that will be collected:

The Bridge Charter School will adopt Logos Public Charter School's vetted curriculum catalog and planned course standards to adopt in its program. All programs in highly qualified content areas will be developed and monitored by teachers with the appropriate HQ endorsements. Planned courses of study will be developed using the Oregon Department of Education's NCES course codes. Teachers qualified to develop and grade the highly qualified courses will be determined based on the requirements ODE's highly qualified endorsement crosswalk.

### Documentation that reflects consideration of credits for public charter school course work a student may perform at any other public school:

The Bridge Charter School will adopt the same credit system as Lowell School District. All coursework will be assigned the appropriate credit level by highly qualified professionals aligned with state and district standards.

### Explanation of grading practices for all classes and how student performance is documented:

All highly qualified coursework will be graded by highly qualified teachers. Rubrics and outlines for coursework will be developed by highly qualified professionals depending on the student's chosen method of study.

Explanation of how the proposed academic program will be aligned with that of the district. (If an applicant is proposing an elementary level public charter school, please describe how the curriculum is aligned at each grade level with the district's curriculum, including an explanation of how a student in the public charter school will be adequately prepared to re-enter the district's public school system after completing the charter school's program.):

The Bridge Charter School will adopt the grading standards and credit standards adopted by the district. Senior projects will be aligned with the senior projects of the surrounding districts. The Bridge Charter School will establish a goal of meeting or exceeding the graduation rates of The Bridge School District. All curriculum will be aligned to meet state standards.

## Description of the student assessment system, including how student academic progress will be measured at each grade level and any specific assessment instruments that will be used:

Student assessments will be given through their chosen coursework, Smarter Balanced testing, completed LPAs that meet essential skills, and online programs. The Bridge Charter School may choose to use additional testing methods at their discretion to monitor student's progress (i.e. DIBELS, EASYcbm, MAPS, Read Naturally, etc.).

### Description of the plan for reporting student progress to parents, students and the community:

Students at The Bridge Charter School will meet weekly with an Educational Specialist who will review the student's academic progress. Progress reports will be issued at the end of quarter one and three and report cards will be issued at the end of quarter two and four. High school seniors will receive report cards every quarter to ensure they are on track to graduate.

### Description of policies and procedures regarding diplomas and graduation:

Not Applicable based on current projected enrollment.

### Description of policies and practices for meeting the needs of students who are not successful in the regular program:

The Bridge Charter School will establish an intervention process for students who are not succeeding academically or for students who need special assistance succeeding in the program. Students going through the intervention process will be placed on a hot list for regular monitoring by their Educational Specialist and by administrators. Administrators and Educational Specialists will hold interventions with the student and the learning coach in order to establish what may be the root of the problem. Together the Educational Specialist, administrator and student will develop a plan to help the student succeed. Administrators and Educational Specialists will be aware of additional resources (such as tutoring or community resources) that can assist the student with their specific need. Additional details on the intervention process can be found in section 15 part A.

### Identification of primary instructional materials by publisher, copyright date, version and edition for each academic content area in each grade:

The Bridge Charter School will develop a Personalized Learning Plan for each student that attends the school. As a result, students will have a vast variety of curriculum choices to meet their needs. The Bridge Charter School will create a development team for each subject area that consist of teachers who are highly qualified in the subject area and a school administrator. This development team will work together to ensure that each curriculum choice aligns with state standards and meets the needs of the individual

student. The Bridge Charter School will adopt Logos Public Charter School's vetted curriculum catalog as a baseline for its curriculum options for students of all grade levels.

### Identification of major supplementary material in core academic content areas and the criteria for use with students:

Supplementary materials at The Bridge Charter School will vary based on the curriculum each individual student uses. Highly qualified professionals will examine the curriculum for highly qualified subject areas and determine what supplementary materials are needed. The Bridge Charter School will adopt Logos Public Charter School's vetted curriculum catalog as a baseline for its curriculum and supplemental material options for students of all grade levels.

# Description of how the public charter school will meet the unique learning needs of students working above and below grade level, including but not limited to, talented and gifted students:

The Bridge Charter School's primary focus is individualized education for students. As a result, all students will have custom tailored curriculum to meet their unique learning needs regardless of where they are at. The Bridge Charter School will eventually look to adopt a college program to support the needs of high achieving students. Students working below grade level will be tested, monitored, and given additional resources to help support their specific academic need.

### Description of how the public charter school staff will identify and address students' rates and levels of learning:

The Bridge Charter School will use multiple methods to identify student's rates and levels of learning. During the student's first meeting with their Educational Specialist the Educational Specialist will discuss student benchmarks and attempt to identify the student's current level of learning. Appropriate placement tests in various core curriculums may be given to identify the student's current level of learning. During the initial meeting the Educational Specialist will use the student's transcript (if they have one) to assist in the process of identifying the student's current level of learning. Once a baseline has been set for the student in each core subject matter then formal assessments will be given to monitor student growth and learning rates.

### Description of strategies the public charter school staff will use to create a climate conducive to learning and positive student engagement:

The model of The Bridge Charter School encourages Educational Specialists to meet with their students on campus in a cohort of twelve or less. Educational Specialist's primary role is to create a conductive learning environment for each student through individualized education and parental involvement.

Documentation that demonstrates improvements in student academic performance over time (both individual and program/grade level) from any private alternative school operated by the public charter school applicant, if applicable:

Not applicable

### Description of how teachers will utilize current student knowledge and skills to assist in the design of appropriate instruction:

The model of The Bridge Charter School encourages Educational Specialists to meet with their students in their homes one-on-one. During the first initial meeting with a student, Educational Specialists will discuss and establish an Personalized Learning Plan for each student in conjunction with the student, parent, and any additional highly qualified professionals (if applicable).

### Identification of how the public charter school will provide access to national assessments such as PSAT, SAT and ACT, if applicable:

The Bridge Charter School will work in conjunction with Lowell School District to identify local opportunities students have to take assessments such as PSAT, SAT, and ACT. When a location for such tests have been established The Bridge Charter School will contact the testing representatives to inquire about allowing its students to participate in the assessments as well. Students may use their designated allotment to pay for these assessments per the approval of The Bridge Charter School's Executive Director.

### Description of parental involvement, content of planned meetings and how the school will adjust any meeting to meet the needs of working parents:

The model of The Bridge Charter School focuses on an individualized education for homeschool students and therefore insists upon parental involvement. Parents are required to attend each weekly meeting with their student and Educational Specialist during the school's regular operating hours. Special accommodations may be made per the approval of the Executive Director. Administrators and Educational Specialists must understand that accommodations should be rare in order to ensure student success in the program.

### Description of distance learning options available to students, including the grade levels and amount of instruction offered to students, if applicable:

The Bridge Charter School will develop a Personalized Learning Plan for each student that attends the school. As a result, students will have a vast variety of curriculum choices to meet their needs. The Bridge Charter School will create a development team for each subject area that consist of teachers who are highly qualified in the subject area and a school administrator. This development team will work together to ensure that each curriculum choice aligns with state standards and meets the needs of the individual student. The Bridge Charter School will adopt Logos Public Charter School's vetted curriculum catalog as a baseline for its curriculum options for students of all grade levels.

#### State and Federal Mandates/Special Education

Description of how the public charter school will meet any and all requirements of The Federal Government, which also specifically addresses adequate yearly progress (AYP) and the safe schools aspects of the law:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select The Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site.

The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

The Bridge Charter School 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 The Bridge Charter School includes, but is not limited to, the following:

The Bridge Charter School will comply with all District policies regarding discipline of special education students.

The IEP (Individual Education Program) team is determined by state and federal law. The Bridge Charter School IEP teams must have a District representative, or designee, in attendance, as well as appropriate teaching staff.

The student's IEP team will determine the appropriate educational program and placement for The Bridge Charter School student. The Bridge Charter School shall abide by the IEP team's decision on program and placement. The District has the discretion to determine which specialized programs will be offered on-site at The Bridge Charter School site. The District is responsible for the provision of special education and related services to any Bridge Charter School student being served pursuant to an IEP.

The Bridge Charter School is responsible for implementing the supplementary aids and services on a student's IEP that constitute accommodations or modifications made to the general education classroom. Any cost related to the implementation of supplementary aids and services (e.g., materials, equipment, staffing) shall be borne by the District.

The Bridge Charter School employees will comply with training required by an IEP team delivery of services to a The Bridge Charter School student.

The funds from the Oregon Department of Education representing the ADMw for special education for The Bridge Charter School SPED students shall be retained by the District.

For a nonresident The Bridge Charter School student eligible under IDEA, pursuant to ORS Chapter 338 the District shall be considered the resident district for all legal, financial, and other purposes, unless and until the nonresident student's IEP team determines that the IEP cannot be implemented at The Bridge Charter School and selects another placement. The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select The Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site.

The Bridge Charter School shall not change the student's program without IEP team approval.

Special education transportation will only be provided to The Bridge Charter School SPED student if it is a related service on a The Bridge Charter School student's IEP, and if the IEP team has determined that the student's special education needs can be met in conjunction with The Bridge Charter School educational program.

The Bridge Charter School will notify the student's resident district if a new student may need special education services.

The Bridge Charter School will cooperate with District procedures regarding childfind, data collection, and general education interventions.

### Description of how the public charter school will collect information on all subgroup populations in the school:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a

representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select The Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site.

The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

The Bridge Charter School 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 The Bridge Charter School includes, but is not limited to, the following:

The Bridge Charter School will comply with all District policies regarding discipline of special education students.

The IEP (Individual Education Program) team is determined by state and federal law. The Bridge Charter School IEP teams must have a District representative, or designee, in attendance, as well as appropriate teaching staff.

The student's IEP team will determine the appropriate educational program and placement for The Bridge Charter School student. The Bridge Charter School shall abide by the IEP team's decision on program and placement.

The Bridge Charter School employees will comply with training required by an IEP team for delivery of services to a The Bridge Charter School student.

The funds from the Oregon Department of Education representing the ADMw for special education for The Bridge Charter School SPED students shall be retained by the District.

The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then

The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

The District has the discretion to determine which specialized programs will be offered on-site at The Bridge Charter School site. The District is responsible for the provision of special education and related services to any Bridge Charter School student being served pursuant to an IEP. The Bridge Charter School is responsible for implementing the supplementary aids and services on a student's IEP that constitute accommodations or modifications made to the general education classroom. Any cost related to the implementation of supplementary aids and services (e.g., materials, equipment, staffing) shall be borne by the District.

For a nonresident The Bridge Charter School student eligible under IDEA, pursuant to ORS Chapter 338 the District shall be considered the resident district for all legal, financial, and other purposes, unless and until the nonresident student's IEP team determines that the IEP cannot be implemented If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

The Bridge Charter School shall not change the student's program without IEP team action.

Special education transportation will only be provided to The Bridge Charter School SPED student if it is a related service on a The Bridge Charter School student's IEP, and if the IEP team has determined that the student's special education needs can be met in conjunction with The Bridge Charter School educational program.

The Bridge Charter School shall provide substitutes for The Bridge Charter School staff who are required to attend IEP meetings or other meetings related to a The Bridge Charter School special education student during the instructional day at The Bridge Charter School.

The Bridge Charter School will notify the student's resident district if a new student may need special education services.

The Bridge Charter School will cooperate with District procedures regarding childfind, data collection, and general education interventions.

Description of specific program information regarding curriculum and how specially designed instruction is delivered for special education students. (Include methodologies, data collection systems and service delivery models used.):

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select The Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site. The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

The Bridge Charter School 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 The Bridge Charter School includes, but is not limited to, the following:

The Bridge Charter School will comply with all District policies regarding discipline of special education students.

The IEP (Individual Education Program) team is determined by state and federal law. The Bridge Charter School IEP teams must have a District representative, or designee, in attendance, as well as appropriate teaching staff.

The student's IEP team will determine the appropriate educational program and placement for The Bridge Charter School student. The Bridge Charter School shall abide by the IEP team's decision on program and placement.

The Bridge Charter School employees will comply with training required by an IEP team for delivery of services to a The Bridge Charter School student.

The funds from the Oregon Department of Education representing the ADMw for special education for The Bridge Charter School SPED students shall be retained by the District.

The District has the discretion to determine which specialized programs will be offered on-site at The Bridge Charter School site. The District is responsible for the provision of special education and related services to any Bridge Charter School student being served pursuant to an IEP. The Bridge Charter School is responsible for implementing the supplementary aids and services on a student's IEP that constitute accommodations or modifications made to the general education classroom. Any cost related to the implementation of supplementary aids and services (e.g., materials, equipment, staffing) shall be borne by the District.

For a nonresident The Bridge Charter School student eligible under IDEA, pursuant to ORS Chapter 338 the District shall be considered the resident district for all legal, financial, and other purposes, unless and until the nonresident student's IEP team determines that the IEP cannot be implemented at The Bridge Charter School and selects another placement.

The Bridge Charter School shall not change the student's program without IEP team action.

Special education transportation will only be provided to The Bridge Charter School SPED student if it is a related service on a The Bridge Charter School student's IEP, and if the IEP team has determined that the student's special education needs can be met in conjunction with The Bridge Charter School educational program.

The Bridge Charter School shall provide substitutes for The Bridge Charter School staff who are required to attend IEP meetings or other meetings related to a The Bridge Charter School special education student during the instructional day at The Bridge Charter School.

The Bridge Charter School will notify the student's resident district if a new student may need special education services.

The Bridge Charter School will cooperate with District procedures regarding childfind, data collection, and general education interventions.

### Description of how the public charter school will serve the needs of talented and gifted students, including screening, identification and services:

The Bridge Charter School will serve the needs of talented and gifted students through its personalized learning program. Students may be identified as TAG through their standardized test scores or by student, parent, or teacher nomination.

Description of how the public charter school will deliver services and instruction to English Language Learners (ELL), including descriptions of curriculum, methodology and program accommodations:

The Bridge Charter School will monitor and implement all English Language Learners services.

Description of how the public charter school will work with the district to comply with Section 504 accessibility requirements and nondiscrimination requirements in admissions and staff hiring:

The Bridge Charter School will follow Lowell School District's accessibility requirements and nondiscrimination requirements.

### Explanation of how the public charter school will work with the district to implement Child Find requirements:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site. The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

Students of The Bridge Charter School will be provided SPED services through Lowell School District. Educational Specialists and administrators of The Bridge Charter School will work in conjunction with Lowell School District to assist in the monitoring and implementation of all child find requirements.

Explanation of how the public charter school will work with the district to manage IDEA 2004 mandates regarding eligibility, individual education program (IEP) and placement meetings:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a

representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site. The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

Students of The Bridge Charter School will be provided SPED services through Lowell School District. Educational Specialists and administrators of The Bridge Charter School will work in conjunction with Lowell School District to assist in the monitoring and implementation of all child find requirements.

# Explanation of how the public charter school will work with the district in which the public charter school is located to implement accommodations and modifications contained in the IEP or Section 504 plan:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site. The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

Students of The Bridge Charter School will be provided SPED services through Lowell School District. Educational Specialists and administrators of The Bridge Charter School will work in

conjunction with Lowell School District to assist in the monitoring and implementation of all child find requirements.

### Explanation of how the public charter school will work with the district to include parents in implementing IEPs:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site. The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

Students of The Bridge Charter School will be provided SPED services through Lowell School District. Educational Specialists and administrators of The Bridge Charter School will work in conjunction with Lowell School District to assist in the monitoring and implementation of all child find requirements.

### Explanation of how the public charter school intends to work with the district in which the public charter school is located to provide special education services for eligible students:

The Bridge Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any admitted student with an IEP, The Bridge Charter School will notify the District Special Education Coordinator as soon as possible, and a representative from The Bridge Charter School will attend the IEP team meeting at which the team will determine whether or not The Bridge Charter School is the appropriate placement. In making a placement determination, the IEP team will select Bridge Charter School only if the team determines that the student's IEP can be implemented in The Bridge Charter School's program, with the resources and services that are available within that program and on that site. The Bridge Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that The Bridge Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that The Bridge Charter School is not an appropriate placement, then The Bridge Charter School will not enroll student and will honor the placement selected by the

IEP team. If the student is an out-of-district resident and the IEP team determines that the student cannot be placed at The Bridge Charter School, the student will return to his/her home district and Lowell School District will have no further obligation to serve the student pursuant to the IDEA.

Students of The Bridge Charter School will be provided SPED services through Lowell School District. Educational Specialists and administrators of The Bridge Charter School will work in conjunction with Lowell School District to assist in the monitoring and implementation of all child find requirements.

#### **Teacher Certification**

### Identification regarding the training and/or certification of staff, including areas of industry training, endorsements and the TSPC licensure:

The Bridge Charter School will generally have student/teacher sections that have a 1/12 ratio for each class period. The Bridge Charter School will comply with state standards and hire no more than 50% of its teaching staff with a Charter School Registry. All Educational Specialists will possess a teaching license or Charter School Registry and be highly qualified to teach their assigned grade level and subject matter. The Bridge Charter School may employ highly qualified professionals to serve as lead instructors to grade highly qualified content areas and to assist in the development of curriculum options for their endorsement area.

### Explanation of how the public charter school will meet the federal mandate of "highly qualified" teachers contained in No Child Left Behind:

The Bridge Charter School will comply with state and federal law regarding employing highly qualified teachers. All Educational Specialists will possess a TSPC issued teaching license or Charter School Registry. The Bridge Charter School will possess records of each Educational Specialist's highly qualified status at all times. The Bridge will follow the direction and legislation of the Oregon Department of Education regarding obtaining highly qualified status as a teacher in a charter school.

### Identification of which teachers are Oregon Proficiency-based Admission Standards System (PASS) trained by content areas and year of training or retraining, if applicable:

Not currently applicable. The Executive Director of The Bridge Charter School will provide Lowell School District with this information once positions have been filled.

### Explanation of how the public charter school will comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff:

The Bridge Charter School will comply with all regulations and legislation regarding the requirements of school staff employed. The Bridge Charter School will complete all compliance reports requested by the district, TSPC, or The Oregon Department of Education.

### **Professional Development**

### Provide the public charter school's plan for comprehensive professional development for all staff:

The Bridge Charter School will provide training for new staff members and returning staff members before the start of each school year. Staff meetings will be held frequently (specific frequency to be determined by the Executive Director and other school administrators) to ensure staff are properly trained. The Bridge Charter School will develop professional learning groups that consist of each employed educator to analyze and monitor student success.

### Identification of how the public charter school's licensed staff will obtain their required Continuing Professional Development units for licensure renewal:

The Bridge Charter School will provide licensed staff with professional development opportunities in trainings, staff meetings, and professional learning groups. Administrators of The Bridge Charter School will work with Lowell School District to allow licensed staff to attend various workshops and trainings provided by the school district.

#### **Budget**

### Explanation of projected budget item for the Public Employees Retirement System (PERS) contributions that would be required of the public charter school:

Pursuant to ORS 338, the licensed and classified staff at The Bridge Charter School shall participate in the Public Employees Retirement System (PERS), Oregon Public System Retirement Program (OPSRP), or any retirement program currently available. Any retirement program selected must be done within the scope of the current Oregon law and approved by the District.

#### **Description of planned computer and technology support:**

The Bridge Charter School will contract our technology support through Lowell School District. All staff members at The Bridge Charter School will be provided with a laptop.

#### Description of planned transportation costs, if applicable:

Not Applicable

#### Explanation of projected budget items for teaching salaries and other personnel contracts:

Teaching salaries and other personnel contracts will depend on the number of students enrolled in the program. The Bridge Charter School will generally have student/teacher sections that have a 1/12 ratio for each class period. The base rate of pay for teachers will be \$125/student per month. Additional pay may be given if the educator chooses to take on additional responsibilities (such as serving as one of the highly qualified professionals for core subject matter.)

#### Explanation on facilities costs, including utilities, repairs, and rent:

The location of The Bridge Charter School will be in buildings provided by Lowell School District and leased by The Bridge Charter School. Upon approval of the charter school proposal, The Bridge Charter School administration will work to secure the specific facility address to specify in The Bridge's Charter School contract. Applicable occupancy permits and health and safety approvals will be included in The Bridge's Charter School Contract.

Copies of municipal audits for any other public charter school operated by the public charter school applicant, if applicable.

Not Applicable

### Policy Copies of any policy that the public charter school intends to adopt:

### Which address expectations of academic standards for students and transcription of credits:

Academic standards for students will align with state and Lowell School District standards. Transcription of credits will model Lowell School District. Highly qualified professionals will determine the appropriate credits to be given for each subject and Personalized Learning Plan per student.

On student behavior, classroom management, suspensions and expulsions, which must contain an explanation of how the charter school will handle a student expelled from another district for reasons other than a weapons violation:

See section 15. The Bridge Charter School will honor the expulsions of students from other school districts.

#### Regarding corporal punishment including descriptions:

The use of corporal punishment in any form is strictly prohibited at The Bridge Charter School. No student will be subject to the infliction of corporal punishment. Corporal punishment is defined as the willful infliction of, or willfully causing the infliction of, physical pain. No teacher, administrator, or other school personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under his/her supervision or control. Permission to administer corporal punishment will not be sought or accepted from any student, parent/guardian, person in parental relationship, or school official. Physical restraint or seclusion, when used as a part of a behavior support plan in a student's individual education program (IEP) or Section 504 plan, which has been developed with parent participation, is not considered corporal punishment. A staff member is authorized to employ physical force when in his/her professional judgment; the physical force is necessary to prevent a student from harming self, others, or doing harm to school district property. Physical force shall not be used to discipline or punish a student. The superintendent shall inform all staff members and volunteers of this policy.

### Regarding dispensing of medication to students who are in need of regular medication during school hours:

Students may, subject to the provisions of this regulation, have noninjectable prescription or nonprescription medication administered by designated, trained school staff. Self-medication by students will also be permitted in accordance with this regulation.

#### **Definitions**

"Prescription medication" means any noninjectable drug, chemical compound, preparation in suitable form for use as a curative or remedial substance taken either internally or externally by a student under the written direction of a physician. Prescription medication does not include dietary food supplements. "Nonprescription medication" means only commercially prepared, non-alcohol-based medication to be taken at school that is necessary for the student to remain in school. This shall be limited to eye, nose and cough drops, cough suppressants, analgesics, decongestants, antihistamines, topical antibiotics, anti-inflammatories and antacids that do not require written or oral instructions from a physician. Nonprescription medication does not include dietary food supplements.

"Physician" means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, a nurse practitioner with prescriptive authority licensed by the Board of Nursing for the state of Oregon, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon or a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon. "Physician" also may include individuals licensed in the categories set out above by comparable licensing agencies in adjoining states.

"Student self-medication" means a student must be able to administer medication to himself/herself without requiring a trained school staff member to assist in the administration of the medication.

"Age-appropriate guidelines" means the student must be able to demonstrate the ability, developmentally and behaviorally, to self-medicate with permission from parent (guardian), building administrator, and in the case of a prescription medication, a physician.

"Training" means the instruction to be provided to designated school staff on the administration of prescription and nonprescription medication, based on requirements set out in guidelines approved by the Oregon Department of Education (ODE), including discussion of applicable district policies, procedures and materials.

#### **Designated School Staff/Training**

The Executive Director will designate school staff authorized to administer medication to students within individual school buildings and while participating at school-sponsored activities on or off district property. The Executive Director will ensure building and activity practices and procedures are consistent with the requirements of law, rules and this regulation.

The Executive Director will ensure the training required by law and Oregon Administrative Rules is provided. Training may be conducted by any physician licensed by the state of Oregon, a nurse licensed by the Board of Nursing of the state of Oregon or by others as deemed appropriate by the district in accordance with training program guidelines recognized by the ODE.

Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects and allergic reactions and student confidentiality. Materials as recommended and/or approved by the ODE will be used.

Training will be provided upon initial assignment to designated school staff authorized to administer medication to students. Subsequent training will be provided as necessary to meet changes in Oregon law, rules, training guidance or as otherwise deemed appropriate by the district.

A copy of the district's policy and administrative regulation will be provided to all school staff authorized to administer medication to students and others, as appropriate.

A statement that the designated school staff member has received the required training will be signed by the staff member and filed in the district office.

### **Administering Medications to Students**

Requests for designated school staff to administer medication to students may be approved by the school as follows:

A written request for the school to administer prescription medication must be submitted to the school office to include:

The written signed permission of the parent;

The written instruction from the physician for the administration of the prescription medication to the student including:

- a. Name of the student;
- b. Name of the medication:
- c. Route,
- d. Dosage,
- e. Frequency of administration; and
- f. Other special instructions, if any.

The prescription label will be considered to meet this requirement if it contains the information listed in (a)-(f) above.

A written request for the school to administer nonprescription medication must be submitted to the school office to include:

The written signed permission of the parent;

The written instruction from the parent for the administration of the nonprescription medication to the student including:

- a. Name of the student;
- b. Name of the medication;
- c. Route:
- d. Dosage;
- e. Frequency of administration;
- f. Other special instruction, if any.

Medication is to be submitted in its original container;

Medication is to be brought to and returned from the school by the parent;

It is the parent's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;

It is the parent's responsibility to ensure that the school is informed in writing of any changes in medication instructions;

In the event a student refuses medication, the parent will be notified immediately. No attempt will be made to administer medication to a student who refuses school-administered medication;

Any error in administration of medication will be reported to the parent immediately [and documentation made on the school's Accident/Incident Report form]. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, time, route, etc.:

Medication shall not be administered or self-medication allowed until the necessary permission form and written instructions have been submitted as required by the district.

#### **Self-medication**

Self-medication of prescription and nonprescription medication for K-12 students will be allowed subject to the following:

A parent (guardian) permission form must be submitted for self-medication of all prescription and nonprescription medications. In the case of prescription medications, permission from the physician or other licensed health care professional is also required. Such permission may be indicated on the prescription label. A written treatment plan from a licensed health care professional for the managing of student's asthma and/or severe allergy will be required for use of medication by the student during school hours. Executive Director permission is required for all self-medication requests;

Students who are developmentally and/or behaviorally unable to self-medicate will be provided assistance by designated school staff. A permission form and written instructions will be required as provided above.

All prescription and nonprescription medication must be kept in its appropriately labeled, original container, as follows:

Prescription labels must specify the name of the student, name of the medication, dosage, route and frequency or time of administration and any other special instruction including student permission to self-medicate;

Nonprescription medication must have the student's name affixed to the original container.

The student may have in his/her possession only the amount of medication needed for that school day, except for manufacture's packaging that contains multiple dosage, the student may carry one package, such as but not limited to bronchodilators/inhalers.

Sharing and/or borrowing of medication with another student is strictly prohibited.

Any medication required for use longer than 10 school days will be permitted only upon the written request of the parent.

For students who have been prescribed bronchodilators or epinephrine, school staff will request from the parent or guardian, that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided by the parent or guardian, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency.

Permission to self-medicate may be revoked if the student violates the school's policy governing Administering Non-injectable Medicines to Students and/or these regulations. Additionally, students may be subject to discipline, up to and including expulsion, as appropriate.

## Handling, Storage, Monitoring Medication Supplies

Medication administered by designated school staff and self-administered medication must be delivered by the parent to the school, in its original container, accompanied by the permission form and written instructions, as required above.

Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated school staff in the presence of another school employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the

Executive Director immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.

Designated school staff will follow the written instructions of the physician and parent and training guidelines as may be recommended by ODE for administering all forms of non-injectable medications.

Medication will be secured as follows:

- Non-refrigerated medications will be stored in a locked cabinet, drawer, or box used solely for the storage of medication;
- b. Medications requiring refrigeration will be stored in a locked box in a refrigerator separate refrigerator used solely for the storage of medication;
- c. Access to medication storage keys will be limited to the building principal and designated school staff.

Designated school staff will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.

In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated school staff will notify the parent immediately.

## **Emergency Response**

Designated school staff will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from school-administered medication or from student self-medication. The parent, school nurse and Executive Director will be notified immediately.

Minor adverse reactions that result from school-administered medication or from student self-medication will be reported to the parent immediately.

#### **Disposal of Medications**

Medication not picked up by the parent at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated school staff in a non-recoverable fashion as follows:

Medication in capsule, tablet and liquid form will be removed from their original container (destroy any personal information). Crush solid medications, mix or dissolve in water (this applies to liquid as well) and mix with an undesirable substance such as coffee grounds, kitty litter, flour etc. and place it in impermeable non-descript containers such as empty cans or

sealable bags, placing these containers in the trash. Flush prescriptions down the toilet only if the accompanying patient information specifically instructs it is safe to do so. (ONDCP Federal Government Guidelines February 20, 2007);

Other medication will be disposed of in accordance with established training procedures.

All medication will be disposed of by designated school staff in the presence of another school employee and documented as described below.

## **Documentation and Record Keeping**

A medication log will be maintained for each student-administered medication by the school. The medication log will include, but not be limited to:

The name, dose, and route of medication administered, date, time of administration and name of the person administering the medication;

Student refusals of medication:

Errors in administration of medication;

Emergency and minor adverse reaction incidents;

Discrepancies in medication supply;

Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the school staff involved.

All records relating to administration of medicines, including permission slips and written instructions, will be maintained in a separate medical file apart from the student's education records file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-414-0010 (22), (23) and (24).

Student medical files will be kept confidential. Access shall be limited to those designated school staff authorized to administer medication to students, the student and his/her parents. Information may be shared with school staff with a legitimate educational interest in the student or others as may be authorized by the parent in writing.

A school administrator, teacher, or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription and/or nonprescription medication as per ORS 339.870.

## Regarding reviewing and selecting instructional materials:

The Bridge Charter School will develop a Personalized Learning Plan for each student that attends the school. As a result, students will have a vast variety of curriculum choices to meet their needs. The Bridge Charter School will create a development team for each subject area that consist of teachers who are highly qualified in the subject area and a school administrator. This development team will work together to ensure that each curriculum choice aligns with state

standards and meets the needs of the individual student. The Bridge Charter School will adopt Logos Public Charter School's vetted curriculum catalog as a baseline for its curriculum options for students of all grade levels.

## Regarding solicitation/advertising/fundraising by non-school groups:

Requests by individuals or groups to distribute pamphlets, booklets, flyers, brochures and other similar materials to students for classroom use or to take home shall be submitted to and approved by the school administration. Materials and the proposed method of distribution shall be subject to review. Materials shall be reviewed based on legitimate educational concerns. Such concerns include: the material is or may be defamatory; the material is inappropriate based on the age, grade level and/or maturity of the reading audience; the material is poorly written, inadequately researched, biased or prejudiced; the material contains information that is not factual; the material is not free of racial, ethnic, religious or sexual bias; or the material contains advertising that violates public school laws, rules and/or policy, is deemed inappropriate for students or that the public might reasonably perceive to bear the sanction or approval of the district. The administration shall determine distribution procedures. Such procedures may include:

Distribution to each student before or after class if materials are not directly related to the instructional goals.

Notification to students or parents of the availability of the materials in a specified location if this procedure is deemed less disruptive to the educational process.

Solicitation of school-related groups such as parent organizations to distribute materials.

The practice of distributing pamphlets, booklets, flyers, brochures and other similar materials shall be periodically reviewed to ensure that the mere volume of requests has not become an interruption to the educational process.

## **Regarding field trips:**

Field trips and other student activities involving travel may be authorized when such trips or activities contribute substantially to the achievement of desirable educational goals. In planning and authorizing such trips, primary consideration shall be given the educational values to be derived and the safety and welfare of the students involved

#### **Regarding student promotion and retention:**

The Bridge Charter School Board is dedicated to total and continuous development of each student enrolled. The professional staff is expected to place students at the grade level best suited to them academically, socially, and emotionally. Students will normally progress annually from grade to grade. Exceptions may be made when, in the judgment of the professional staff, such exceptions are in the best educational interest of the students involved. Exceptions will always be

made after prior notification and explanation to the student's parents/guardians, but the final decision will rest with school admiration.

## **Regarding student publications:**

Students' First Amendment rights to freedom of expression and equal protection of the law will be observed regarding student publications, whether school-sponsored or non-school-sponsored. The observance of these rights must be balanced against the duty of educating students in an orderly manner to protect the rights of all. Some student publications, such as yearbooks and school newspapers, may be educational devices developed as part of the curriculum to benefit primarily those who compile, edit, and publish them. Faculty advisors will be assigned to guide students engaged in these activities. Any commercial advertisements in such publications will conform to Board regulations. Students may be required to submit publications for approval prior to distribution. When approval is required, school administrators must make available to students the standards which will be used to determine granting or denying permission to publish. Such guidelines will be specific and will be directed toward ascertaining which publications will cause substantial disruption of, or materials interference with, school activities or intrusion into school affairs or the lives of others. Prior restraints will contain precise criteria which spell out what is forbidden so students will understand. A definite, brief time limit will be set within which school officials must approve or disapprove distribution. To be valid, these guidelines must prescribe a procedure for appeals from students. The administration will promulgate reasonable and specific regulations setting forth the time, manner and place in which distribution of student publications may occur. Students who become subject to discipline for failure to comply with distribution rules will be granted procedural due process rights.

#### Regarding staff/student vehicle parking and use:

The Executive Director will authorize areas and post notices on school property designated for staff, student and visitor parking and such other classifications of parking areas as may be necessary. Site administrators will establish such regulations as are necessary for the use and control of staff and student parking areas around their buildings. Such regulations will be made available to staff, students and parents. Any vehicle not parked in authorized areas may be towed away and stored, and all charges for such towing and storing shall be the responsibility of the owner or operator of the vehicle. Any person failing to abide by parking regulations may be further prohibited from bringing any vehicle on school property.

#### Regarding diplomas and graduation, and also participation in graduation exercises:

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The school will award a diploma to a student fulfilling graduation requirements in less than four years if consent is received by the student's parent or guardian or by the student if they are 18 years of age or older or emancipated.

## **Diploma**

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least:

Three credits of mathematics (at Algebra I level or higher);

Four credits of English (one unit in written comprehension);

Three credits of science;

Three credits of social studies;

One credit in health education;

One credit in physical education;

Three credit in career and technical education, the arts or second language;

Five credits of electives.

The school shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in OAR 581-022-1131.

To receive a diploma or a modified diploma, in addition to credit requirements, as outlined in OAR 581-022-1130 and OAR 581-022-1134, respectively, a student must:

Demonstrate proficiency in the essential skills of reading, writing and apply math;

Develop an education plan and build an education profile;

Demonstrate extended application through a collection of evidence;

Participate in career-related learning experiences.

#### **Essential Skills**

The district will allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skill of Apply Mathematics, in a variety of settings, in the student's language of origin for those students who by the end of their 11th grade year are:

On track to meet all other graduation requirements; and

Unable to demonstrate proficiency in the Essential Skills in English.

The district will allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics, in a variety of settings, in the student's language of origin for those students who by the end of their 11th grade year:

Are on track to meet all other graduation requirements;

Are unable to demonstrate proficiency in the Essential Skills in English;

Have been enrolled in a U.S. school for five years or less; and

Receives at least a level 3 (Intermediate) on the English Language Proficiency Assessment (ELPA).

The school will develop procedures to provide assessment options as described in the Test Administration Manual, in the ELL student's language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.

## **Modified Diploma**

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic standards established by the State Board of Education for a diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below:

Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or

Has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students, who while in grade nine through completion of high school, complete 24 credits which shall include:

Three credits in English;

Two credits in mathematics:

Two credits in science:

Two credits in social studies;

One credit in health;

One credit in physical education;

One credit in career technology, the arts or a second language; and

Twelve credits in electives.

The Bridge may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

For a student on an individualized education program (IEP), any modifications to work samples must be consistent with the requirements established in the IEP. Modifications are changes to the achievement level, construct or measured outcome of an assessment. This means that IEP or school teams responsible for approving modifications for a student's assessment may adjust

the administration of the assessment and/or the assessment's achievement standard.

For a student not on an IEP, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed; and in the year in which the student is being assessed and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a 504 Plan may not receive a modified OAKS or SBAC assessment.

A student's school team shall decide that a student should work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working towards a modified diploma should work towards one when the student is less than two years from anticipated exit from high school if the documented history has changed.

### **Extended Diploma**

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards for a diploma while receiving modifications and accommodations. To be eligible for an extended diploma, a student must:

While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:

Two credits of mathematics;

Two credits of English;

Two credits of science;

Three credits of history, geography, economics or civics;

One credit of health:

One credit of physical education; and

One credit of the arts or a second language.

Have a documented history of:

An inability to maintain grade level achievement due to significant learning and instructional barriers;

A medical condition that creates a barrier to achievement; or

A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

#### **Alternative Certificates**

Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, modified diploma or extended diploma if the students meet minimum credit requirements established by the school. Alternative certificates will be awarded based on individual student needs and achievement. A student who receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

## **District Responsibilities**

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The school will provide age appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of the student's parent or guardian. The school shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or the extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who receives a modified diploma, extended diploma or alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school, unless reduced by the IEP team.

The school will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a Free Appropriate Public Education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, an extended diploma or an alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The school will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance. The school will issue a high school diploma, upon request, to a person who served in the Armed Forces1, as specified in Oregon law, if the person was discharged or released under honorable conditions and has received either a General Educational Development, a post-secondary degree or has received a minimum score on the Armed Services Vocational Aptitude Battery.

#### **Participation in Graduation Exercises**

Because the Board believes that completion of the requirements for a diploma from the public schools is an achievement that improves the community as well as the individual, the Board wishes to recognize that achievement in a publicly celebrated graduation exercise.

Accordingly, appropriate graduation programs may be planned by the high school principals. Students may be provided an opportunity to participate in the planning and conduct of the graduation program. However, final plans shall be subject to approval of the Executive Director.

The school's valedictorian(s), salutatorian(s) or others at the discretion of the building principal or designee may be permitted to speak as part of the district's planned graduation program. All such speeches will be reviewed and approved in advance by the building principal or designee.

All students in good standing who have successfully completed the requirements for a high school diploma, or a modified diploma, may participate in graduation exercises.

#### **Regarding student/parent/public complaints:**

Members of the public and students are encouraged to make their concerns known to the School Administration and to afford the School Administration an opportunity to review those concerns and respond to them.

Complaints about instructional materials, staff members or alleged violation of state standards should be dealt with first at the local school. Persons having complaints should approach the K-6 or 7-12 Principal and if possible resolve the problems at this level. Complaints about board policy or administrative regulations should be referred directly to the Executive Director.

When a complaint is made directly to the Board of Education or to an individual board member, it will be referred to the Executive Director for study and possible solution.

If the person or persons having a complaint fails to resolve their concern with the Principal or the Executive Director they may request that the matter be referred to the Board of Education. If the Board of Education deems it advisable they may provide for a hearing of the complaint at an official meeting of the Board of Education.

Any complaint about school personnel will be investigated by the administration before consideration and action by the Board. The Board will not hear charges against employees in open session, unless the affected employee requests otherwise.

Whenever a complaint about personnel is made directly to the Board as a whole or to a board member as an individual, it will be referred to administration for study and possible solution. The individual employee involved will be advised of the nature of the complaint and will be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them.

If necessary, the administration, the person who made the complaint or the employee involved may request a meeting with the Board for the purposes of further study and decision. Such meeting will be held in executive session unless the affected employee requests otherwise. Generally, all parties involved, including the school administration, will be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations and clarifying the issues.

## **Regarding visitors:**

Safety of students and staff shall be the highest priority of the school as it implements regulations designed to control access to the schools by visitors.

Parents and other members of the community are encouraged to visit the school and become aware of the educational program. However, they must first obtain permission to be in the schools by registering at the front desk before going to any classroom or other area of the school building.

Any person interfering with the regular organization and program of the schools shall be removed from the building and may be denied further access to the schools. All staff members

are empowered by the school to order any person not authorized to be on the school land or premises to leave said school land or premises.

## Regarding staff discipline, suspension or dismissal:

Staff serving the Charter are "at will" employees and shall be provided appropriate due process. The Board will use due process when disciplining and/or dismissing employees.

## **Discipline**

Staff members will be disciplined according to the severity and frequency of the conduct at issue. Discipline may be in the form of verbal reprimand, written reprimand, or suspension depending on the circumstances of each case.

"Verbal Reprimand": The administrator will hold a conference with the employee. He/She will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored.

"Written Reprimand": The administrator will hold a conference with the employee. The administrator will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored. A "letter of reprimand" shall be written and placed in the employee's personnel file.

"Suspension": Employees may be suspended based on the severity or the repetitive nature of the conduct or in order to maintain the health and/or safety of other employees and/or students. Employees may also be suspended pending investigation of complaints regarding their job performance or conduct.

#### **Dismissal**

#### **Teachers**

"At will" employees may be dismissed at any time for any reason or reasons deemed in good faith sufficient by the Board. The teacher may request a hearing before the Board.

The following procedures apply to hearings before the Board:

The employee shall receive notice of the time, date, and place of the hearing;

The hearing shall be in executive session unless the employee has requested an open session;

The employee shall have an opportunity to be present and be represented by anyone of his/her choice;

The school may be represented by anyone of its choice;

Both parties shall have the opportunity to make opening statements, to call witnesses and to cross-examine the other party's witnesses, to present documentary evidence and to make closing statements;

The Board shall provide a written statement of the reasons for the final action taken (nonrenewal of contract or dismissal); and

The Board may, at its option, designate an individual to preside over and conduct the actual hearing.

The employee shall receive notice of the Board's action and the reasons for such actions. Notice shall be sent by certified mail, return receipt requested, or in the manner provided by law for the service of a summons in a civil action.

## Wages

Whenever an employee is dismissed or where such employment is terminated by mutual agreement all wages earned and unpaid at the time of discharge or termination shall be payable at the next payroll cycle.

#### **Other Information**

Plans for use of any unique district facilities including, but not limited to, gymnasiums, auditoriums, athletic fields, libraries, cafeterias, computer labs and music facilities:

The Bridge Charter School will request use of district facilities on a case by case basis through the district's facilities coordinator. Possible facility needs include but are not limited to gymnasiums, auditoriums, athletic fields, libraries, computer labs and music facilities for various types of events and programs put on by the school. The Bridge Charter School will work to create a partnership with Lowell School District for providing various services for its students.

### Plans for child nutrition program(s):

The Bridge Charter School will not provide a child nutrition program through the school. The Bridge Charter School may partner with Lowell School District to provide a child nutrition program for students in need of those resources.

# Plans for student participation in extracurricular activities pursuant to Oregon School Activities Association and Board policy, regulations and rules:

The Bridge Charter School will not sponsor any extracurricular activities. The Bridge will attempt to reach an agreement with Lowell School District to allow its students to participate in extracurricular activities put on by the district.

## Plans for counseling services:

Guidance counseling services shall be provided by the Bridge Charter School by the administration or staff hired by the Charter.

## Explanation of contingency plans for the hiring of substitute professional and classified staff:

The Bridge Charter School will hire a school secretary in its first year. In the event that the secretary is unavailable to work administrators will request the help of parent volunteers for the day. Substitutes for educational specialists will be used in-house.

## Description of how the public charter school will address the rights and responsibilities of students:

The Bridge Charter School Master Agreement will be consistent with Logos Public Charter School's Master Agreement and used for families and used as a way of notifying parents and students of their rights and responsibilities. This Master Agreement will be a requirement to sign and date as a part of the enrollment process for students.

Description of how the public charter school will handle situations involving student, possession, use or distribution of illegal drugs, weapons, flammable devices and other items that may be used to injure others:

The Bridge Charter School will follow Lowell School District's policy.

# Description of procedures on how the public charter school will handle disciplinary referrals and how they will impact student promotion and advancement:

The Bridge Charter School will honor the disciplinary referrals and expulsions of students of other school districts. The Bridge Charter School will work with Lowell School District for establishing a procedure for accepting disciplinary referrals.

Copies of program reviews conducted by other school districts that may have referred students to another public charter school operated by the public charter school applicant, if applicable:

Not Applicable

# Description of the typical school day for a student, including a master schedule, related activities, breaks and extracurricular options:

Due to the model of The Bridge Charter School, the master schedule, related activities, breaks, and extracurricular options for each student will be individualized to meet their specific needs. As a homeschool support charter school parents, students, and educational specialists will have a primary role in establishing the daily schedule for each individual student.

# Description of how student membership will be calculated, including a description of the type of instruction and location of instruction that contributes to ADM:

The Bridge Charter School will use Lowell School District's information system in conjunction with the independent information system Logos Public Charter School uses. This system will regularly update information to Lowell School District's information system. As the sponsoring district, Lowell School District will report student enrollment for The Bridge Charter School to

the state. ADM for students enrolled in The Bridge will go directly to the district who will take a 20% sponsorship cut of ADM for students in grades K-8 and a 5% sponsorship cut for students enrolled in 9<sup>th</sup>-12<sup>th</sup> grade. The funds from the Oregon Department of Education representing the ADMw for special education for Bridge Charter special education students shall be retained by the District.

Documentation and description of how long most students remain in the program, and documentation of student improvement in academic performance, disciplinary referrals, juvenile interventions, or any other disciplinary action while in the program:

All student data and performance records will be kept through a student information system of The Bridge Charter School's choosing. The Bridge may choose to purchase and adopt the use of the same student information system Logos Public Charter School uses or may adopt a separate system in alignment with district and state information system requirements.

Explanation of the legal relationship between the public charter school and any other public charter school, if applicable. (Please provide any contracts or legal documents that will create the basis of the relationship between the entities. Please also provide all financial audits and auditor's reports.):

See attached "Agreement for Personal Services" documentation. The Bridge Charter School has entered a contractual agreement with Logos Public Charter School (Western Collegiate Consulting LLC) to provide services for the startup and implementation of a charter school that mirrors Logos' model.

If a public charter school applicant is operating any other public charter school, documentation that the public charter school applicant has established a separate Oregon nonprofit corporation, legally independent of any other public charter school in operation:

Not Applicable

If a public charter school applicant has not secured a facility at the time of submitting a public charter school proposal, a written and signed declaration of intent that states:

Housing for Bridge Charter School shall be provided by the Lowell School District and leased by The Bridge Charter from Lowell School District.

By signing this document, I affirm that I am authorized to make the promises stated above on behalf of the public charter school applicant. I understand that failure to fulfill the conditions listed above will result in an approval becoming void, and will automatically revoke any type of approval that the school board previously granted to the public charter school applicant.

Name	Date
On behalf of The Bridge Educational Fo	undation / Bridge Charter School

The public charter school applic to correspond to the requested r	nt will organize and label all information required below mbers.						
Each member of the proposed public charter school's governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization in ORS 65.							
~ <u>-</u>	is Chapter acknowledge and understand the standards lirector of a nonprofit organization in ORS 65.	; of					
Name							
Name	Date						
Name	Date						

## **Agreement for Personal Services Attachment**

September 18, 2015

Regarding: Letter of Intent for CHARTER SCHOOL CONSULTATION SERVICES

Scope of work: Logos Charter School is the largest non-virtual charter in Oregon. We are entering year six of operation and have a vast amount of expertise in charter school function.

The following items of work are available and will be provided upon request per this Letter of Agreement (LOI) All services would be subject to the pre-approval of both parties:

- 1. Discuss and identify Pre-design services for the project to include:
  - a. Starting the charter school with all required paperwork for state and federal departments in conjunction with your District.
  - b. Code reviews to determine Local and State requirements for charters
  - c. Complete a Project Program to include:
    - 1. Program objectives
    - 2. Space/facility requirements
    - 3. Number and functional responsibilities of personnel
    - 4. Early College entry program
    - 5. Lead instructor consultation for K-12 students
    - 6. Foreign exchange program

## 2. Establish Project Requirements

- a. Identify and select the Project Team members necessary from the interested school.
- b. Identify the Logos network of consultants available to the team including but not limited to:
  - 1) Executive Director Secondary Principal
  - 2) Elementary Principal School board Chair
  - 3) Human Resources
  - 4) Business Manager
  - 5) Director of Operations and Technology
  - 6) Director of K-12 instruction
  - 7) Director of Student Services (Early College)
  - 8) Director of International Studies (exchange student program)
- c. Documents and programs available from Logos
  - 1) Staff training videos, manuals and documents
  - 2) Sample staff and teacher contracts
  - 3) Parent/student handbook
  - 4) Policy & Procedures manual
  - 5) Personalized Learning Student information system (fee separate if you choose to use)
  - 6) All student and family forms and documents
  - 7) Standards based report cards

## d. Project deliverables

- 1) A fully functional completed public homeschool charter program
- 2) Access to the Logos network to for continued consultation and updating of forms, information, policies etc.

#### e. Fees for the above services

Compensation will be based on Time and Materials per our Standard Fee Schedule (see attached). We will of course provide estimates for projects for approval prior to billing. Phone conversations under 10 minutes would be free.

FEE SCHEDULE: We realize that school budgets are tight. Our intent is not to get rich but to help start and maintain **high quality** charter schools in Oregon. We pledge to go above and beyond in providing the services and help you are looking for. (Under promise and over deliver)

Effective January 2015

Category			\$ Rate/Hour
1)	Executive Director – Secondary Principal		130.00
2)	Elementary Principal – School board Chair		120.00
3)	Human Resources		100.00
4)	Business Manager		100.00
5)	Director of Operations and Technology	60.00	
6)	Director of K-12 instruction		60.00
7)	Director of Student Services (Early College)		120.00
8)	Director of International Studies (exchange student program)	70.00	

Mileage : Federally approved rate/mile. Travel of more than an hour round trip will

be billed at half-rate.

There is no charge for phone calls of less than 10 minutes.

Payment is due upon receipt of billing.

#### **RESOLUTION NO. 2015-16-1**

A RESOLUTION OF LOWELL SCHOOL DISTRICT NO. 71, LANE COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF A FULL FAITH AND CREDIT OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE AND SPECIAL COUNSEL; AUTHORIZING EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.

WHEREAS, Lowell School District No. 71, Lane County, Oregon (the "District") is authorized pursuant to the Constitution and laws of the State of Oregon, namely Oregon Revised Statutes Sections 271.390, 287A.300 and 287A.315 (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 as described below.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LOWELL SCHOOL DISTRICT NO. 71, LANE COUNTY, OREGON AS FOLLOWS:

- **Section 1.** <u>Authorization</u>. The Board hereby authorizes the execution and delivery of a financing agreement (the "Agreement") to finance the Project. The aggregate principal amount of the Agreement shall not exceed \$500,000, the term shall not exceed 15 years and the rate of interest on the Agreement shall not exceed 3.92% 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 lender shall not have a lien or security interest on the property financed with the proceeds of the Agreement.
- **Section 3.** <u>Designation of Authorized Representative</u>. Pursuant to ORS 287A.300(4), the District hereby authorizes the Superintendent or the Chair of the Board (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.** <u>Delegation of Final Terms of the Agreement and Additional Documents</u>. 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 RESOLUTION- Page 1

rate stated in Section 1 of this Resolution), principal payment dates and maturities, and final principal amount, not to exceed \$500,000 in the aggregate; 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.** <u>Maintenance of Tax-Exempt Status</u>. 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:

- a. 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.
- b. The District shall operate the facilities and equipment financed with the Agreement so that the Agreement does not become a private activity bond within the meaning of Section141 of the Code.
- c. The District shall comply with appropriate reporting requirements.
- d. 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.** <u>Bank Designation</u>. 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 2016.

**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.

**ADOPTED** by the Board of Directors of Lowell School District No. 71, Lane County, Oregon this 1st day of February, 2016.

# LOWELL SCHOOL DISTRICT NO. 71 LANE COUNTY, OREGON

	By		 
	C	Chair	
ATTEST:			
By		_	
Superintendent/Clerk			

## EXHIBIT A