

# Lowell School District

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

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

February 22, 2016

Professional Development Center

6:00 pm - Executive Session

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—6:00 pm**

- 1.1 Call to Order
- 1.2 Public Comment on Executive Session Topics
- 1.3 Convene to Executive Session

#### **2.0 EXECUTIVE SESSION—Superintendent's Office Conference Room**

- 2.1 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.
    - 2.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process
- 2.2 Pursuant to ORS 192.660 (2) (d).
  - To conduct deliberations with persons designated by the governing body to carry on labor negotiations.
- 2.3 Pursuant to ORS 192.660 (2)(f)
  - To consider records exempt by law from public inspection.
- 2.4 Oregon Regulation 192.660 (2)e
  - To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- 2.5 Return to Public Session

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

- 3.1 Public Session Call to Order
- 3.2 Pledge of Allegiance
- 3.3 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

3.4 Approval of Agenda – February 22, 2016

Recommended Action: Approval of Agenda

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

4.0 **COMMUNITY/SCHOOL PRESENTATIONS**

4.1 Update on Senior Class Trip—Presented by Lowell Sr. Class

*\*\*Those that have received commendations or made presentations will have an opportunity to be excused at this time.*

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, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

6.0 **CONSENT AGENDA—consolidated motion**

*\*\*The purpose of the Consent Agenda is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the board or public wishes to pull the item for individual discussion and action. All matters listed under Consent Agenda are those on which the board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.*

6.1 Board Minutes from January 25, 2016 Board Meeting (Attachment)

6.2 Board Minutes from February 1, 2016 Board Meeting (Attachment)

6.3 Check Register: 28085-28174 (Attachment)

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.0 **ACTION DISCUSSION**

7.1 Recommended Action: Approve Resolution 2015-16-3 that reauthorizes the approval of the Lane ESD Local Service Plan 2014-17 Year Three and requests the Lane ESD to provide the services described during the 2016-17 (Year Three) fiscal year in accordance with ORS 334.175—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Contracted services with Lane ESD must be reviewed and approved annually by the Lowell School Board

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.2 Recommended Action: Approve the job description for the position of Clerk Typist—Presented by Dr. Hanline (Attachment)

Explanatory Statement: The job description is new and must be approved by the Lowell School Board and OSEA has approved the description and placement on the salary schedule

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.3 Recommended Action: Approve the updated Lowell School District Calendar for the 2016-17 school year—Presented by Ms. Graham (Attachment)

Explanatory Statement: Since the last approval of the District Calendar, changes were made and must be re-approved

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.4 Recommended Action: Approve and accept the recommendation of the Superintendent for the renewal/non-renewal of the probationary licensed teachers and administrators, and the recommendation for extension/non-extension of the contracts of contract teachers and administrators—Presented by Dr. Hanline

Explanatory Statement: Each teacher is reviewed annually and the board must approve renewal or non-renewal and extension or non-extension of teachers' contracts

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.5 Recommended Action: Approve the employment contract between Lowell School District and Johnie Lee Matthews III —Presented by Dr. Hanline (Attachment)

Explanatory Statement: Due to Mr. Matthews's role in the school district he is a contracted employee and his employee contract must be approved by the Lowell School Board

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.6 Recommended Action: Approve the Bridge Educational Foundation By-laws—Presented by Dr. Hanline (Attachment)

Explanatory Statement: The Lowell School Board is responsible for overseeing the leadership of the Bridge Educational Foundation

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.7 Recommended Action: Approve the Bridge Charter Academy contract with lease and contracted services agreement —Presented by Mr. Matthews (Attachment)

Explanatory Statement: All contracts between Lowell School District and other entities must be first approved by the Lowell School Board

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.8 Recommended Action: Approve Resolution 2015-16-2 between Lowell School District and The Bridge Educational Foundation conditionally approving the Bridge Charter Academy — Presented by Dr. Hanline (Attachment)

Explanatory Statement: All resolutions require approval of the Lowell School Board

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.9 Recommended Action: Approve Resolution 2015-16-4 from Government Capital to purchase the Mobile Building Systems “portable” Two Classroom Complex for use by MVA —Presented by Mr. McCallum (Attachment will be available at the board meeting)

Explanatory Statement: All resolutions require approval of the Lowell School Board

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.10 Recommended Action: Approve the Lease Agreement for the Mobile Buildings Systems “portable” Two Classroom Complex buildings, between the Lowell School District and Mountain View Academy—Presented by Dr. Hanline (Attachment)

Explanatory Statement: All resolutions require approval of the Lowell School Board

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

## **8.0 INFORMATION AND STUDY**

8.1 Bonds, Ballots, and Buildings Conference report—Presented by Ms. Kintzley, Dr. Hanline, and Mr. Matthews

8.2 Master Facility Planning Report—Presented by Mr. Matthews

8.3 Utility Report—Referred by Ms. Weathers (Attachment)

8.4 Mountain View Academy Report—Referred by Ms. Weathers (Attachment)

8.5 Financial Report—Referred by Mr. Standridge (Attachment)

8.6 Activities Fund Report—Referred by Ms. Weathers (Attachment)

8.7 Student Body Representative Report—Presented by Ms. Owsley

8.8 Principals Report—Presented by Ms. Graham

8.9 Superintendent’s Report—Presented by Dr. Hanline

8.10 Board Members’ Report

## **9.0 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.

# Lowell School District

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

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

January 25, 2016

5:45 pm Executive Session

6:30 Public Session Professional Development Center

### **Minutes**

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—5:45 pm Professional Development Center**

- 1.1 Call to Order
- 1.2 Public Comment on Executive Session Topics
- 1.3 Convene to Executive Session

#### **2.0 EXECUTIVE SESSION—Superintendent's Office Conference Room**

##### 2.1 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.

##### 2.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process

##### 2.2 Pursuant to ORS 192.660 (2) (d).

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

##### 2.3 Pursuant to ORS 192.660 (2)(f)

To consider records exempt by law from public inspection.

##### 2.4 Oregon Regulation 192.660 (2)e

To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

- The Lowell School Board considered the items reflected on the Executive Session Agenda and no action was taken.

##### 2.5 Return to Public Session

#### **3.0 OPENING OF PUBLIC SESSION—6:30 pm Professional Development Center**

- 3.1 Public Session Call to Order
- 3.2 Pledge of Allegiance
- 3.3 Attendance:  
\_\_\_Dennis McCallum, Chair

\_\_\_ Suzanne Kintzley, Vice-Chair  
\_\_\_ Mike Galvin  
AB Joyce Donnell  
\_\_\_ Jim Chapman  
\_\_\_ Walt Hanline, Ed. D., Superintendent  
\_\_\_ Kay Graham, Principal  
\_\_\_ Marisa Owsley, Student Body Representative  
\_\_\_ Michelle Stephens, Assistant to the Superintendent

#### 3.4 Approval of Agenda – January 25, 2016

Motion: Approve Agenda

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 4 NOES: 0 ABSTAIN: 0

#### 4.0 **COMMUNITY/SCHOOL PRESENTATIONS**

##### 4.1 Presentation of the MVA Annual Audit by Accuity

- Laurie Cardwell, Chair of MVA board, and vice-chair of MVA board
- Glen from Accuity
  - Unmodified opinion: They didn't find any oddities or problems in the accounting
  - There are some issues that they make note of: operational controls—not having staff for each role or duty (financial resources are the cause of the issue and it is just something to be aware of and it is very common in small districts)
- Dave Standridge—Lane ESD

##### 4.2 Presentation of the Lowell School District Annual Audit by Accuity

- Unmodified opinion: the district has nothing outstanding or problematic in their accounting
- The number fluctuations were positive and not all districts have such positive changes
- The focus is on the general fund and although there was a negative change, much of the change came from transferring money out to other funds
- Compliance with state standards audit: nothing major to note and really had a very good overall review with the exception of two minor budget issues and should not be an issue in the future
- Board members can be held accountable for approving the misappropriation of funds, however, that is not an issue with the Lowell School Board
- Operations control issues: again, the lack of separation of roles for the staff is not ideal but it is reality because of the lack of funding for small schools
- Accuity would like the district to call and ask questions and strives to partner with the district to help rather than “catch” mistakes when it's too late

##### 4.3 Presentation by Carol Knobbe from Lane ESD regarding the Local Service Plan, the Lane ESD Strategic Plan, and the Flex Model, along with Lowell's service order

- Overview of the 3 year service plan and how it benefits all of the districts; plan still has to be approved annually
- Changes include the funding of innovation fund and special education funding
- Lane ESD has core funding of 10%
- Lowell orders more services than the amount of flex dollars allotted so some money is paid to the ESD from the general fund

*\*\*Those that have received commendations or made presentations will have an opportunity to be excused at this time.*

## 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, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

## 6.0 **CONSENT AGENDA—consolidated motion**

*\*\*The purpose of the Consent Agenda is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the board or public wishes to pull the item for individual discussion and action. All matters listed under Consent Agenda are those on which the board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.*

6.1 Board Minutes from December 14, 2015 Board Meetings (Attachment)

6.2 Board Minutes from December 18, 2015 Board Meetings (Attachment)

6.3 Board Minutes from January 11, 2016 Board Meetings (Attachment)

6.4 Ratification of Employment (Attachment)

6.5 Check Register: 27935-28079 (Attachment)

Motion: Approve the consent agenda items

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 4 NOES: 0 ABSTAIN: 0

## 7.0 **ACTION DISCUSSION**

7.1 Motion: Approve the acceptance of the MVA Annual Audit—Presented by Dr. Hanline

Explanatory Statement: The MVA Charter School is required to have an annual audit completed

MOTION: Mike Galvin 2<sup>nd</sup>: Jim Chapman AYES: 4 NOES: 0 ABSTAIN: 0

7.2 Motion: Approve the acceptance of the Lowell School District Audit—Presented by Dr. Hanline

Explanatory Statement: The Lowell School District is required to have an annual audit completed.

MOTION: Suzanne Kintzley 2<sup>nd</sup>: Mike Galvin AYES: 4 NOES: 0 ABSTAIN: 0

7.3 Motion: Approve the updated Lowell School Board 2015-16 Calendar—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Changes were made to the calendar and needs board approval

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 4 NOES: 0 ABSTAIN: 0

7.4 Motion: Approve the Lowell School Board 2016-17 Calendar—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Board approval is necessary for all calendars for the Lowell School District

MOTION: Mike Galvin 2<sup>nd</sup>: Jim Chapman AYES: 4 NOES: 0 ABSTAIN: 0

7.5 Motion: Approve the updated Lowell School District 2016-17 Calendar—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Board approval is necessary for all calendars for the Lowell School District

- Discussion regarding the timing of the spring vacation to coincide with U of O scheduling
- There is the possibility that it may need to be changed if other districts do not follow the U of O scheduling and we need to be sensitive to the needs of the teachers and their family members attending other school, particularly Springfield and 4j

MOTION: Suzanne Kintzley 2<sup>nd</sup>: Mike Galvin AYES: 4 NOES: 0 ABSTAIN: 0

## **8.0 INFORMATION AND STUDY**

8.1 Report on Lane County Superintendents' meeting with local legislators—Presented by Dr. Hanline (Attachment)

- A note that the federal government's main priority is safety and the state is education

8.2 Master Facility Planning Report—Presented by Mr. Matthews

- March 31<sup>st</sup> will be the date of announcement for seismic grant
- Tomorrow is the date for announcement for the matching grant and if we don't receive it then we go into a lottery
- New fencing around the baseball field; the backstop should have been finished today
- Hedges have been trimmed
- We are finally at a point in our district than we can knit-pick small issues rather than dealing with large issues

8.3 Financial Report—Referred by Mr. Standridge (Attachment)

8.4 Utility Report—Referred by Ms. Weathers (Attachment)

8.5 Mountain View Academy Report—Referred by Ms. Weathers (Attachment)

8.6 Activities Fund Report—Referred by Ms. Weathers (Attachment)

8.7 Student Body Representative Report—Presented by Ms. Owsley

- Lundy will be going to the symphony as a group
- Lundy had a polite word challenge and 4<sup>th</sup> grade won
- Kids were on the news with the meteorologist
- High school senior presentations are Thursday
- Last Friday, the Junior high kids went to see the play "To Kill a Mockingbird" and they are still talking about it
- High school students set goals to improve their goals and if they reach them, they receive Subway gift cards
- Friday there is a puppet show in the cafeteria
- Basketball: both teams are having a winning season
- Wrestling took first at 1A state Champions
- Fundraiser at Papa's Pizza on February 16th

8.8 Principals Report—Presented by Ms. Graham



- Division 22 Standards Presentation to the Lowell Board of Directors and Community: Lowell School District Assurances Regarding the following Standards as Requested by ODE:
  - OAR 581-022-0606 District Improvement Plan: The District Continuous Improvement plan was completed in June of 2015 and approved by ODE. The goals of the Continuous Improvement plan are evaluated throughout the year. In addition to District Improvement plan, the district completed a strategic plan which is evaluated and reviewed by the Superintendent and School Board annually;
  - OAR 581-022-0711 Policies on Reporting Child Abuse: The staff is in-serviced on child abuse reporting annually. The policies are outlined in student/parent handbooks, staff handbook and in School Board Policy. Staff also complete on-line training and testing regarding child abuse and reporting yearly. There are identified people who help manage and track child abuse reporting;
  - OAR 581-022-1130 Diploma Requirements: The Diploma Requirements are clearly stated in the course catalog, parent/student handbook, and Board Policy. The Lowell School District strictly adheres to the Department of Education's diploma requirement guidelines;
  - OAR 581-022-1210 District Curriculum: The District Curriculum is aligned to CCSS with planned K-12 Instructional program in all subject areas as outlined in OAR 1210. This includes appropriate grade-level instruction in infectious diseases, prevention education and safety programs;
  - OAR 581-022-1520 Required Instructional Time: The Lowell School District is in full compliance with the required instructional time for each grade level. Each grade level receives more than the minimum required instructional time of: Grade 12: 966 hours; Grades 9-11L 990 Hours, Grades K-8: 900 hours
  - Ms. Graham will be working on enhancing the Lowell School District Drug and Alcohol programs as appropriate for grade levels
- We received a grant from Lowe's and will be purchasing and installing new playground structure;
- ALICE training is on February 19<sup>th</sup> at 12:45 pm
- Standardized Writing rubric by combining two programs
- 4 people to a reading workshop and it was an outstanding program

#### 8.9 Superintendent's Report—Presented by Dr. Hanline

#### 8.10 Board Members' Report

- Mr. Chapman reported on the positive changes to our curricula, classes, counseling, and educational programs

### 9.0 **ADJOURNMENT**

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# 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

### **MINUTES**

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.

- The Lowell School Board considered the items reflected on the Executive Session Agenda and no action was taken.

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  
AB Marisa Owsley, Student Body Representative  
AB Michelle Stephens, Assistant to the Superintendent

#### 4.4 Approval of Agenda – February 1, 2016

Recommended Action: Approval of Agenda

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 5 NOES: 0 ABSTAIN: 0

### 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, but 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

- Mr. Matthews will report often on BHC and will do a community forum

#### 6.2 Public input and discussion

#### 6.3 Close public hearing

### 7.0 **ACTION DISCUSSION**

#### 7.1 Motion: 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: Suzanne Kintzley 2<sup>nd</sup>: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

#### 7.2 Motion: 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: Jim Chapman 2<sup>nd</sup>: Joyce Donnell AYES: 5 NOES: 0 ABSTAIN: 0

#### 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: Joyce Donnell 2<sup>nd</sup>: Jim Chapman AYES: 5 NOES: 0 ABSTAIN: 0

### 8.0 **ADJOURNMENT**

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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.

SUNGARD PENTAMATION  
 DATE: 02/16/2016  
 TIME: 14:55:20

LOWELL SCHOOL DISTRICT #71  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20160101 00:00:00.000' and '20160131 00:00:00.000'  
 ACCOUNTING PERIOD: 8/16

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28084	01/06/16	1613	BRIDGEWAY HOUSE	1001281000320000	371	DEC TUITION	0.00	8,250.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002410000000000	410	STAFF CONF. MEAL	0.00	68.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002542000000000	640	SILEBI LICENSE FEE	0.00	100.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002543000000000	410	SIX CLOCKS	0.00	149.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002542000000000	410	GROUND MAINT.	0.00	158.36
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002554000000000	410	JUMP STARTER	0.00	69.99
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002520000000000	410	OFFICE CHAIR	0.00	76.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002661000000000	640	FIREWALL LICENSE	0.00	82.61
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002410000000000	410	STAFF MTG LUNCH	0.00	228.80
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002410000000000	640	TSPC LICENSE	0.00	256.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1001210000000000	410	TAG ROBOTICS CLUB	0.00	318.87
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002574000000000	353	POSTAGE	0.00	390.35
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002661000000000	410	TECH SUPPLIES	0.00	402.82
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002542000000000	340	SILEBI CONF FEE	0.00	58.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002554000000000	410	STUDENT INCENTIVES	0.00	20.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002525000000000	640	MVA PAYROLL FEE	0.00	30.00
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002542000000000	410	LAUNDRY SOAP	0.00	41.98
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002572000000000	460	CLASSROOM TABLE BAL	0.00	43.39
A101	28085	01/06/16	2451	CARD SERVICE CENTER	1002542000000000	410	BLDG MAINTENANCE	0.00	65.35
TOTAL CHECK									2,559.52
A101	28086	01/06/16	1032	CARQUEST AUTO PARTS	1002554000000000	410	VAN #5 BATTERY	0.00	151.99
A101	28086	01/06/16	1032	CARQUEST AUTO PARTS	1002554000000000	410	CORE CREDIT	0.00	-81.00
A101	28086	01/06/16	1032	CARQUEST AUTO PARTS	1002554000000000	410	TOOL RETURNED	0.00	-65.49
A101	28086	01/06/16	1032	CARQUEST AUTO PARTS	1002554000000000	410	VAN #5 CORE RETURN	0.00	-20.00
A101	28086	01/06/16	1032	CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE PARTS	0.00	19.68
A101	28086	01/06/16	1032	CARQUEST AUTO PARTS	1002554000000000	410	LOAN OF TOOL	0.00	65.49
TOTAL CHECK									70.67
A101	28088	01/06/16	1040	CITY OF LOWELL	1002554000000000	327	DEC WATER/SEWER	0.00	83.53
A101	28088	01/06/16	1040	CITY OF LOWELL	1002542000000000	327	DEC WATER/SEWER	0.00	585.82
TOTAL CHECK									669.35
A101	28089	01/06/16	2192	FERGUSON ENTERPRISE	1002542000000000	410	BLDG MAINTENANCE	0.00	495.93
A101	28090	01/06/16	2572	GREG ERICKSON	1002321000000000	340	GRANT APP DELIVERY	0.00	102.65
A101	28091	01/06/16	1884	JASPER MOUNTAIN	1001281000000000	371	NOV INSTRUCT SVCS	0.00	1,071.00
A101	28091	01/06/16	1884	JASPER MOUNTAIN	1001281000320000	371	NOV INSTRUCT SVCS	0.00	1,386.00
TOTAL CHECK									2,457.00
A101	28092	01/06/16	1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE OIL	0.00	999.35
A101	28093	01/06/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	135.05
A101	28093	01/06/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	78.19
A101	28093	01/06/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	28.16
TOTAL CHECK									241.40
A101	28094	01/06/16	2568	JOLENE SCHARFF	1001281000000000	331	STUDENT TRANSPORT.	0.00	25.00
A101	28095	01/06/16	2063	LANE COUNTY WASTE M	1002542000000000	328	BLDG MAINTENANCE	0.00	13.50

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28096	01/06/16	1644	LANE ELECTRIC COOPE	1002554000000000	325	NOV/DEC ELECTRICITY	0.00	287.64
A101	28096	01/06/16	1644	LANE ELECTRIC COOPE	1002542000000000	325	NOV/DEC ELECTRICITY	0.00	2,779.29
TOTAL CHECK									3,066.93
A101	28097	01/06/16	2317	LANE FOREST PRODUCT	1002542000000000	328	WASTE RECYCLING	0.00	4.00
A101	28099	01/06/16	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST. CHEC	0.00	5.00
A101	28100	01/06/16	2497	SECURITY MONSTER	1002542000000000	329	JAN ALARM SYSTEM	0.00	89.90
A101	28103	01/06/16	1167	VIKING SEWING CENTE	1002542000000000	322	VACUUM REPAIR	0.00	-414.00
A101	28103	01/06/16	1167	VIKING SEWING CENTE	1002542000000000	322	VACUUM REPAIR	0.00	414.00
TOTAL CHECK									0.00
A101	28104	01/06/16	1167	VIKING SEWING CENTE	1002542000000000	322	VACUUM REPAIR	0.00	414.00
A101	28105	01/13/16	1230	CENTURY LINK	1002542000000000	351	JAN PHONE SERVICE	0.00	307.86
A101	28106	01/13/16	2149	CENTURY LINK-LONG D	1002542000000000	351	LONG DIST. PHONE SV	0.00	32.53
A101	28107	01/13/16	2494	ACCUNITY, LLC	1002525000000000	381	2014-15 MVA AUDIT	0.00	1,500.00
A101	28107	01/13/16	2494	ACCUNITY, LLC	1002525000000000	381	2014-15 MVA AUDIT	0.00	2,000.00
A101	28107	01/13/16	2494	ACCUNITY, LLC	1002310000000000	381	2014-15 AUDIT FINAL	0.00	3,000.00
TOTAL CHECK									6,500.00
A101	28108	01/13/16	2573	ADVANCE AUTO PARTS	1002542000000000	410	BLDG MAINTENANCE	0.00	12.58
A101	28109	01/13/16	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	274.08
A101	28110	01/13/16	1565	COLETTE ULLRICH	1002574000000000	355	LUNDY XEROX PARTS	0.00	159.95
A101	28111	01/13/16	2127	DEBI MCNAMARA	1002520000000000	340	MCNAMARA MILEAGE	0.00	52.38
A101	28112	01/13/16	1288	DEPARTMENT OF CONSU	1002542000000000	640	LUNDY BOILER PERMIT	0.00	44.80
A101	28112	01/13/16	1288	DEPARTMENT OF CONSU	1002542000000000	640	HS BOILER PERMITS	0.00	89.60
TOTAL CHECK									134.40
A101	28114	01/13/16	2572	GREG ERICKSON	1001111000000060	410	CLASSROOM SUPPLIES	0.00	27.53
A101	28115	01/13/16	2322	J.W. PEPPER & SONS,	1001121000133000	420	MUSIC TEXTBOOKS	0.00	4.15
A101	28116	01/13/16	1070	JERRY BROWN COMPANY	1002542000000000	326	BLDG HEATING FUEL	0.00	343.00
A101	28116	01/13/16	1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	400.19
A101	28116	01/13/16	1070	JERRY BROWN COMPANY	1002542000000000	326	BLDG HEATING FUEL	0.00	7,205.75
TOTAL CHECK									7,948.94
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP SUPPLIES	0.00	58.70
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	72.95
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002554000000000	460	ELECTRIC BLOWER	0.00	119.95
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	8.97
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002554000000000	410	TRANSPORT. SUPPLIES	0.00	13.98

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	15.28
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	16.67
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDSKEEPING	0.00	19.98
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	10011310000550000	410	WOODSHOP SUPPLIES	0.00	22.99
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDSKEEPING	0.00	29.69
TOTAL CHECK								0.00	379.16
A101	28118	01/13/16	1334	LANE COMMUNITY COLL	1002574000000000	355	PRINT 'THE BRIDGE'	0.00	244.50
A101	28119	01/13/16	2317	LANE FOREST PRODUCT	1002542000000000	328	DEBRIS DUMPING	0.00	12.00
A101	28120	01/13/16	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST. CKS	0.00	20.00
A101	28121	01/13/16	1847	PACE	1002552000000000	651	ADD VEHICLE TO INS.	0.00	71.00
A101	28122	01/13/16	1548	PACIFIC WINDS MUSIC	1001131000133000	410	CLARINET REEDS	0.00	19.60
A101	28122	01/13/16	1548	PACIFIC WINDS MUSIC	1001131000133000	322	FLUTE REPAIR	0.00	325.00
TOTAL CHECK								0.00	344.60
A101	28124	01/13/16	2167	SANIPAC	1002542000000000	328	HS GARBAGE	0.00	115.70
A101	28124	01/13/16	2167	SANIPAC	1002542000000000	328	LUNDY GARBAGE	0.00	259.30
TOTAL CHECK								0.00	375.00
A101	28125	01/13/16	2497	SECURITY MONSTER	1002542000000000	329	DEC. MONITORING	0.00	89.90
A101	28128	01/13/16	1166	VERIZON	1002554000000000	351	BUS CELL PHONES	0.00	43.79
A101	28128	01/13/16	1166	VERIZON	1002554000000000	351	TRANS. CELL PHONE	0.00	7.67
A101	28128	01/13/16	1166	VERIZON	1002542000000000	351	CELL PHONE SERVICE	0.00	277.67
TOTAL CHECK								0.00	329.13
A101	28129	01/13/16	1170	WESTERN BUS SALES	1002554000000000	410	VEHICLE PARTS	0.00	93.52
A101	28129	01/13/16	1170	WESTERN BUS SALES	1002554000000000	410	VEHICLE PARTS	0.00	112.57
TOTAL CHECK								0.00	206.09
A101	28130	01/13/16	2574	JOHN VONDOLOSKI	1002321000000000	340	VONDOLOSKI LODGING	0.00	-226.53
A101	28130	01/13/16	2574	JOHN VONDOLOSKI	1002321000000000	340	VONDOLOSKI LODGING	0.00	226.53
TOTAL CHECK								0.00	0.00
A101	28131	01/13/16	2574	JOHN VONDOLOSKI	1002321000000000	340	VONDOLOSKI LODGING	0.00	579.92
A101	28132	01/21/16	2149	CENTURY LINK-LONG D	1002542000000000	351	DEC LONG DISTANCE	0.00	24.87
A101	28133	01/21/16	2263	ANTHONY NOLAN	1002543000000000	410	GROUNDSKEEPING	0.00	22.00
A101	28134	01/21/16	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	199.80
A101	28135	01/21/16	1565	COLETTE ULLRICH	1001111000000001	410	DRY ERASE BOARDS	0.00	89.97
A101	28135	01/21/16	1565	COLETTE ULLRICH	1002574000000000	355	COPIER SUPPLIES	0.00	315.94
TOTAL CHECK								0.00	405.91
A101	28137	01/21/16	1071	JERRY'S BUILDING MA	1002542000000000	460	EXTENSION LADDER	0.00	127.99
A101	28137	01/21/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	132.56

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
A101	28137	01/21/16	1071	JERRY'S BUILDING MA	1002542000000000	410	RETURN	0.00	-40.61	
A101	28137	01/21/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	13.98	
A101	28137	01/21/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	41.37	
A101	28137	01/21/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	42.93	
TOTAL CHECK									0.00	318.22
A101	28138	01/21/16	2567	JOHN VONDOLOSKI	1002321000000000	390	HOME CHARTER CONSUL	0.00	3,000.00	
A101	28139	01/21/16	2105	JOHNIE MATTHEWS	1002321000000000	340	MATTHEWS TRAVEL	0.00	86.55	
A101	28139	01/21/16	2105	JOHNIE MATTHEWS	1002410000000000	340	MATTHEWS TRAVEL	0.00	75.74	
TOTAL CHECK									0.00	162.29
A101	28140	01/21/16	1104	MCGUIRE BEARING COM	1002542000000000	410	BLDG MAINTENANCE	0.00	11.02	
A101	28141	01/21/16	1196	NORTHWEST TEXTBOOK	1001111000000000	420	TREASUREX TEXTBOOKS	0.00	3,208.78	
A101	28142	01/21/16	1202	OETC	1002661000000000	470	WINDOWS SOFTWARE	0.00	70.40	
A101	28143	01/21/16	1208	OREGON EMPLOYMENT D	1002520000000000	232	UNEMPLOY. BENEFITS	0.00	100.46	
A101	28144	01/21/16	1211	OSBA	1002310000000000	640	FEB POLICY PLUS FEE	0.00	50.00	
A101	28145	01/21/16	2345	PAULSEN ENVIRONMENT	1002542000000000	640	ASBESTOS INSPECTION	0.00	1,200.00	
A101	28146	01/21/16	1222	PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	9.69	
A101	28146	01/21/16	1222	PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	68.77	
TOTAL CHECK									0.00	78.46
A101	28147	01/21/16	1225	POSTMASTER	1002574000000000	353	'THE BRIDGE' POSTAG	0.00	94.87	
A101	28148	01/21/16	2015	RANDY DOAN	1002542000000000	410	BLDG MAINTENANCE	0.00	6.79	
A101	28151	01/21/16	2301	WALT HANLINE	1002321000000000	340	HANLINE TRAVEL	0.00	650.20	
A101	28152	01/21/16	1623	WILLAMETTE ESD	1002321000000000	470	JAN PENTAMATION	0.00	826.59	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1002525000000000	640	MVA PAYROLL FEE	0.00	28.00	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1001210000000000	410	TAG ROBOTICS CLUB	0.00	35.48	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1002520000000000	410	BUSINESS FORMS	0.00	47.99	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1002310000000000	410	BOARD MTG SUPPLIES	0.00	109.46	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1002410000000000	640	ASCD DUES MATTHEWS	0.00	119.00	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1002321000000000	340	SUPT MTG MEALS	0.00	195.24	
A101	28153	01/28/16	2451	CARD SERVICE CENTER	1002542000000000	410	BLDG MAINTENANCE	0.00	1,395.49	
TOTAL CHECK									0.00	1,930.66
A101	28154	01/28/16	2127	DEBI MCNAMARA	1002520000000000	340	MCNAMARA CONF. TRAV	0.00	83.35	
A101	28156	01/28/16	1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	2,373.93	
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002542000000000	460	RETURN LADDER	0.00	-127.99	
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDSKEEPING	0.00	4.99	
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDSKEEPING	0.00	38.44	



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A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDSKEEPING	0.00	41.65
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDSKEEPING	0.00	59.00
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP MATERIALS	0.00	68.09
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	81.71
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002554000000000	410	SAFETY CONES	0.00	139.86
A101	28157	01/28/16	1071	JERRY'S BUILDING MA	1002542000000000	460	20' EXT. LADDER	0.00	158.99
TOTAL CHECK								0.00	464.74
A101	28158	01/28/16	1302	JOHN BOYLE	1002120000000000	319	JAN. INSTRUCT. SVCS	0.00	50.00
A101	28158	01/28/16	1302	JOHN BOYLE	1002120000000000	340	MILEAGE REIMBURSEME	0.00	332.64
TOTAL CHECK								0.00	382.64
A101	28159	01/28/16	1644	LANE ELECTRIC COOPE	1002554000000000	325	DEC/JAN ELECTRICITY	0.00	166.90
A101	28159	01/28/16	1644	LANE ELECTRIC COOPE	1002542000000000	325	DEC/JAN ELECTRICITY	0.00	2,543.89
TOTAL CHECK								0.00	2,710.79
A101	28161	01/28/16	2496	MECHANICAL HEATING	1002542000000000	322	ITEM RETURNED	0.00	-126.00
A101	28161	01/28/16	2496	MECHANICAL HEATING	1002542000000000	322	BLDG MAINTENANCE	0.00	802.00
TOTAL CHECK								0.00	676.00
A101	28162	01/28/16	1113	MINERS GRADUATE SER	1002410000000000	410	DIPLOMA COVERS	0.00	52.00
A101	28163	01/28/16	2398	MOUNTAIN VIEW ACADE	1001288000000000	360	MVA JAN SSF PAYMENT	0.00	52,609.00
A101	28164	01/28/16	1929	OAK HILL SCHOOL	1002554000000000	410	MAILBOX REPLACEMENT	0.00	286.47
A101	28165	01/28/16	2575	OREGON ASSOC. OF ST	1002120000000000	340	TAYLOR/STUDENT CONF	0.00	615.00
A101	28166	01/28/16	2459	PROGRASS	1002543000000000	322	LAWN TREATMENT	0.00	127.00
A101	28167	01/28/16	2576	READY ROOTER & CHAP	1002542000000000	322	STORM SYSTEM MAINT.	0.00	345.00
A101	28170	01/28/16	1022	U S BANK	1002543000000000	410	GROUNDSKEEPING	0.00	43.50
A101	28172	01/28/16	2301	WALT HANLINE	1002310000000000	410	BOARD MTG SUPPLIES	0.00	16.17
A101	28173	01/28/16	1170	WESTERN BUS SALES	1002554000000000	410	BUS PARTS	0.00	245.65
A101	28174	01/28/16	1984	WOODWIND & BRASSWIN	1001131000133000	410	AMP/SPEAKER	0.00	631.55
TOTAL CASH ACCOUNT								0.00	111,594.01
TOTAL FUND								0.00	111,594.01

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FUND - 206 - P.E. GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28136	01/21/16	2557	HEALTHY MOVES	2061111000000000	389	DEC PE INSTRUCTION	0.00	3,292.89
TOTAL CASH ACCOUNT								0.00	3,292.89
TOTAL FUND								0.00	3,292.89

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FUND - 208 - GEAR UP

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28085	01/06/16	2451	CARD SERVICE CENTER	2082120000000000	410	CAMERA MEMORY CARDS	0.00	55.03
TOTAL CASH ACCOUNT								0.00	55.03
TOTAL FUND								0.00	55.03

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FUND - 260 - YTP

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28170	01/28/16	1022	U S BANK	2602129000000000	410	YTP SEEDS	0.00	340.45
TOTAL CASH ACCOUNT								0.00	340.45
TOTAL FUND								0.00	340.45

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LOWELL SCHOOL DISTRICT #71  
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ACCOUNTING PERIOD: 8/16

FUND - 275 - EBISS DEPTH 14-15

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
A101	28085	01/06/16	2451	CARD SERVICE CENTER	2752240000000000	410	STUDENT INCENTIVES	0.00	171.51
A101	28141	01/21/16	1196	NORTHWEST TEXTBOOK	2752240000000000	410	TREASURES TEXTBOOKS	0.00	3,208.78
A101	28160	01/28/16	1792	MAUREEN WEATHERS	2752240000000000	410	STUDENT INCENTIVES	0.00	100.00
TOTAL CASH ACCOUNT								0.00	3,480.29
TOTAL FUND								0.00	3,480.29

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FUND - 283 - MISCELLANEOUS GRANTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28085	01/06/16	2451	CARD SERVICE CENTER	2831111000000575	410	CLASSROOM TABLE	0.00	182.00
TOTAL CASH ACCOUNT								0.00	182.00
TOTAL FUND								0.00	182.00

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FUND - 295 - ATHLETICS & ACTIVITIES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28123	01/13/16	2443	RIDDELL	2951132000000710	322	RECERTIFY HELMETS	0.00	1,170.46
TOTAL CASH ACCOUNT								0.00	1,170.46
TOTAL FUND								0.00	1,170.46

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 ACCOUNTING PERIOD: 8/16

FUND - 297 - FOOD SERVICE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28098	01/06/16	1497	LOWELL SCHOOL ACTIV	297	R1994	CARDBOARD RECYCLING	0.00	49.70
A101	28101	01/06/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	-11.09
A101	28101	01/06/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,275.64
A101	28101	01/06/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,053.45
TOTAL CHECK								0.00	2,318.00
A101	28102	01/06/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD CREDIT	0.00	-9.69
A101	28102	01/06/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	189.90
A101	28102	01/06/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	379.80
A101	28102	01/06/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	86.15
A101	28102	01/06/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	64.60
TOTAL CHECK								0.00	710.76
A101	28113	01/13/16	2291	EARTH20	2973100000000000	450	BOTTLED WATER	0.00	5.00
A101	28113	01/13/16	2291	EARTH20	2973100000000000	450	BOTTLED WATER	0.00	5.00
TOTAL CHECK								0.00	10.00
A101	28117	01/13/16	1071	JERRY'S BUILDING MA	2973100000000000	410	FOOD SERVICE SUPPLI	0.00	25.73
A101	28126	01/13/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,196.31
A101	28126	01/13/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,253.48
TOTAL CHECK								0.00	2,449.79
A101	28127	01/13/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	168.60
A101	28127	01/13/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	358.50
TOTAL CHECK								0.00	527.10
A101	28149	01/21/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,280.25
A101	28149	01/21/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	977.32
TOTAL CHECK								0.00	2,257.57
A101	28150	01/21/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	284.55
A101	28169	01/28/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,761.18
A101	28169	01/28/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	221.86
A101	28169	01/28/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	189.18
A101	28169	01/28/16	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,090.10
TOTAL CHECK								0.00	3,262.32
A101	28171	01/28/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	337.50
A101	28171	01/28/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	189.90
A101	28171	01/28/16	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	158.25
TOTAL CHECK								0.00	685.65
TOTAL CASH ACCOUNT								0.00	12,581.17
TOTAL FUND								0.00	12,581.17



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FUND - 400 - CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	28085	01/06/16	2451	CARD SERVICE CENTER	4002660000000000	480	NETWORK HARDWARE	0.00	68.00
A101	28087	01/06/16	2329	CDW GOVERNMENT	4002660000000000	480	CHROMEBOOK TRACKING	0.00	3,542.50
A101	28155	01/28/16	2555	GLAS ARCHITECTS, LL	4002540001000608	590	DEC ARCHITECT SVCS	0.00	19,434.50
A101	28168	01/28/16	2577	STEDMAN SHEETMETAL,	4002540000000650	590	ANNOUNCER'S BOOTH	0.00	6,685.00
TOTAL CASH ACCOUNT								0.00	29,730.00
TOTAL FUND								0.00	29,730.00
TOTAL REPORT								0.00	162,426.30

**Lane Education Service District**  
**Local Service Plan 2014-17 Year Three**  
Component District Board Action  
Resolution 2015-16-3

As required by ORS 334.175, Lane Education Service District has developed a Local Service Plan. The process in developing this plan included analysis of all resolution and core service offerings available to component school districts. The Local Service Plan was developed in collaboration with component district superintendents, Lane ESD administrators and staff, and reviewed and approved by the Lane ESD Board of Directors on January 26, 2016.

The Local Service Plan contains all services mandated by law. Local Service Plan services are intended to: Improve student learning; enhance the quality of instruction provided to students; assure equitable access to resources; and maximize operational and fiscal efficiencies.

The Board of Directors of the **Lowell** School District has completed their annual review of the Lane ESD 2014-17 Local Service Plan Year Three which includes services for:

- Students with Special Needs
- School Improvement
- Technology
- Administrative and Support
- Custom Services

The 2014-17 Local Service Plan Year Three provides a three-year framework which must be approved annually by Lane ESD and component district boards.

**BE IT RESOLVED** that the Board of Directors of Lane County School District No.71 hereby reauthorizes the approval the Lane ESD Local Service Plan 2014-17 Year Three and requests the Lane ESD to provide the services described during the 2016-17 (Year Three) fiscal year in accordance with ORS 334.175.

This resolution adopted this 22<sup>nd</sup> day of February, 2016.

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Dennis McCallum  
Board Chair  
Lowell School District No. 71



# Local Service Plan 2014-17 Year Three



**Lane Education Service District**  
1200 Highway 99 North  
Eugene, OR 97402  
Phone: (541)461-8200  
Fax: (541)461-8298



*Core Purpose*

*Shaping the Future -  
Supporting Excellence in  
Education*

*Core Values*

*Equity* – We support a respectful work environment and access to educational service to all students

*Commitment* – To districts, student and employee success

*Leadership* – that is informed, responsive, visionary, proactive and planful

*Collaboration* – actively engaged with our partners to achieve success

*Integrity*—approach our work with ethical actions, making and keeping commitments, courage and humility

*Goal*

*Lane ESD sets the standard as a model service provider by:*

- Exceeding the goals of our local service plan
- Maximizing our resources to achieve outstanding results
- Our students becoming integral members of their communities
- Local school districts recognizing the relationship between Lane ESD support services and improvement in student achievement



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### Superintendent's Office Message

The Lane County superintendents agreed to a three-year Local Service Plan (LSP) framework that extends through the 2015-17 biennium, with the goal of aligning future LSP's with Oregon's biennial funding. This agreement provides stability for planning and implementation of services and programs. Year three (2016-17) of the 2014-17 Local Service Plan was developed in collaboration with our local superintendents, Lane ESD administrators and staff, and reviewed and approved by the Lane ESD Board of Directors on January 26, 2016. The Local Service Plan process continues to be informed by the recommendations from the Lane Education Service District Service Review (2012) and from the results of the Lane ESD Services Survey with the goal of remaining responsive and relevant to our component districts.

The 2014-17 Local Service Plan serves as a foundation for an agreement that gives more flexibility to districts and ensures access to services for all districts and students. The LSP also provides a framework to extend and guide continued discussions as we work with our component districts' staffs and superintendents to examine the viability and effectiveness of both short and long term changes to our services.

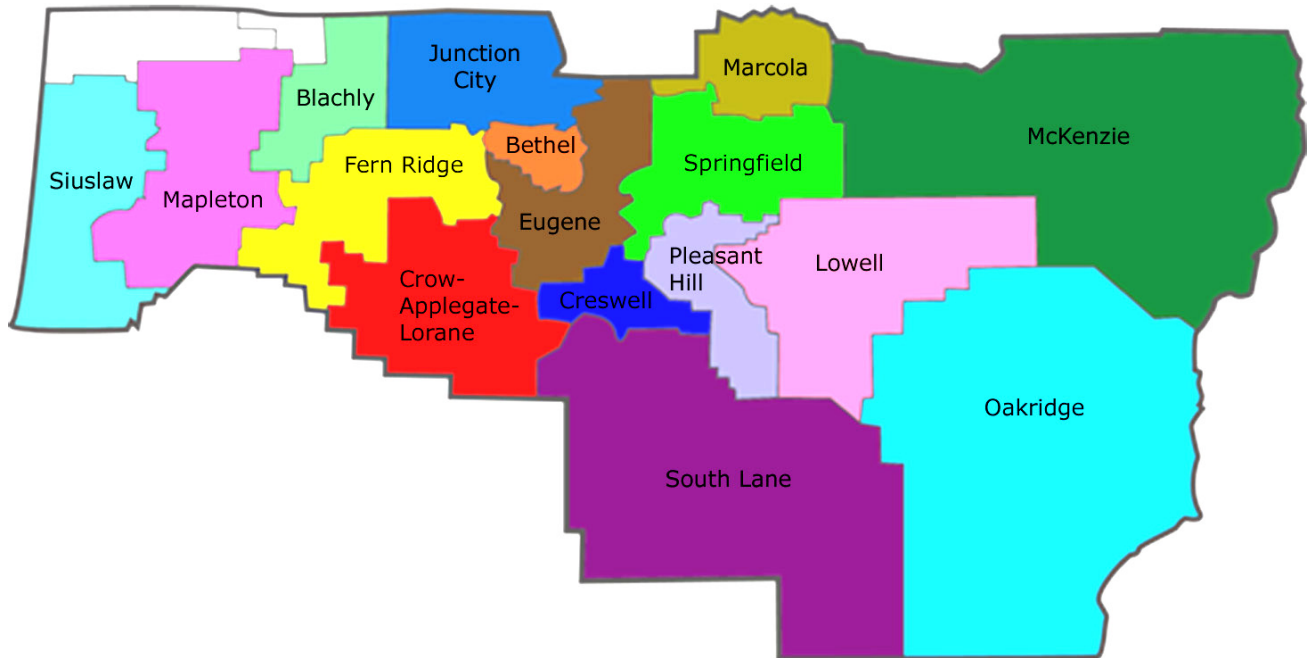
The Superintendents' Council worked diligently to develop the three-year framework for this Local Service Plan that provides Core Services and a Funding Formula/Allocation Model that supports equitable and quality services. During Year One Lane ESD solicited component district feedback via the use of online surveys in the areas of School Improvement, Equity and Diversity, Special Education and Technology to inform adjustments to Year Two of the Local Service Plan. We continued our strategy of engaging various job-alike groups in Instruction, Equity & Partnerships (formerly School Improvement), Special Education, Technology and Business Services. The process was collaborative and transparent, and stakeholders had multiple opportunities to provide input into the development of the Local Service Plan.

We would like to acknowledge the support and work of the Superintendents' Council, Lane County School districts and Lane ESD staff and, of course, the Lane ESD Board of Directors.

Thank you.



## Component Districts



**Bethel, #52**

Superintendent – Colt Gill

**Blachly, #90**

Superintendent – James Brookins

**Creswell, #40**

Superintendent – Todd Hamilton

**Crow-Applegate-Lorane, # 66**

Superintendent – Aaron Brown

**Eugene, #4J**

Superintendent – Gustavo Balderas

**Fern Ridge, #28J**

Superintendent – Sally Storm

**Junction City, #69**

Superintendent – Kathleen Rodden-Nord

**Lowell, #71**

Superintendent – Walt Hanline

**Mapleton, #32**

Superintendent – Jodi O'Mara

**Marcola, #79J**

Superintendent – Bill Watkins

**McKenzie, #68**

Superintendent – Jim Thomas

**Oakridge, #76**

Superintendent – Don Kordosky

**Pleasant Hill, #1**

Superintendent – Tony Scurto

**Siuslaw, #97J**

Superintendent - Ethel Angal

**South Lane, #45J**

Superintendent – Krista Parent

**Springfield, #19**

Superintendent – Sue Rieke-Smith



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## Core Services and Funding Formula/Allocation Model

Lane ESD's Core Services and Funding Formula/Allocation Model provides the basis for allocating Lane ESD's resolution funds for core services and to districts. ORS 334.177 requires that at least 90% of all ESD revenues from the State School Fund (SSF) and other funds considered local revenues be spent on the provision of services approved in the Local Service Plan. The remaining 10% may be spent on administrative services.

The concept of Flex Funds was introduced at the beginning of the 2004-05 fiscal year, allowing a portion of resolution funds to be allocated to each district to "spend" on Local Service Plan menu and custom services. In 2011-12 the model was adjusted to provide districts with greater flexibility to select ESD services. In previous years, roughly 84% of the funding was allocated to Core services. Starting 2011-12, 15% was allocated to Core services and the balance was allocated to Districts as Flex Funds. The 2013-14 Local Service Plan introduced the option for "transit" dollars, which allowed districts to receive up to 50% of their Flex Funds in the form of cash. Six districts have elected to use transit dollars to support district-based programs and services.

Also introduced in 2013-14 Local Service Plan was the Life Skills Consortium Services model and changes to Core Services, including the addition of funds for Innovation/programs.

### **2015-16 (Year Three) Local Service Plan**

In accordance with ORS 334.177 districts notified the ESD of the intention to withdraw funds and the percentage of funds to be withdrawn by November 1. Lane County districts have been asked to select a percentage range rather than identifying an exact percentage. No district requested more than 50% of available transit funds.

Because current ADMw numbers were not available during the development or implementation of the 2015-16 (Year Three) Local Service Plan, the May 2015 ADM figures for 2014-15, as provided by ODE, were used for the Core Services and Funding Formula/Allocation Model.

### **The 2014-17 Local Service Plan provides three categories of service:**

#### Core Services

Core Services are funded *prior to the allocation* of district Flex Funds and do not require districts to use their Flex Funds. Technology, General Education, Connected Lane County support, Innovation Project Funds and the Life Skills Cost Pool are currently designated as Core Services.

Core services are designed so that essential services are available to all districts. Core services will not necessarily meet all of any individual district's needs, districts are strongly encouraged to take advantage of Core services. Core services provide stability and flexibility in meeting county-wide needs where the level of supports may vary from district to district and from year-to-year; generally the true value of the service is realized over time.



**Menu Services**

These are services available from a "menu of services" that provides districts with the option to select or order available services from Lane ESD. The cost of services is covered by Flex Funds allocated to districts or district funds.

**Custom Services**

These are services that are developed for an individual district or group of districts based on a specific need. These services may include the assignment of a specific amount of FTE or the provision of a service (e.g. payroll/business services, professional development, technology technician/engineer). Districts order the amount of service desired to meet their needs. Districts are assessed the full cost of the service and may use Flex Funds or district funds to pay for these services.

**Changes for the 2016-17 Local Service Plan:**

**Core Services and Funding Formula/Allocation Model**

There are minor changes for 2016-17 which include the following:

1. Funding for the Life Skills Cost Pool will be set at \$100,000.
2. Innovation Funds will support for Research for Better Teaching (RBT) licensing, and continued support for improving mathematics instruction.

**2014-17 Local Service Plan**

The Superintendents' Council agreed to a three-year Local Service Plan framework, with the intent of aligning with Oregon's biennium funding structure. Alignment of the Local Service Plan with the two-year fiscal cycle provides stability and the opportunity for long-range planning. Lane ESD programs can focus more strategically on implementation of services that support district long-range goals, while maintaining the ability to assess and make program adjustments to meet emerging needs. The Superintendents' Council will annually review and make service and program recommendations. As required Lane ESD and component districts will follow the formal annual approval process for the Local Service Plan.

**Withdrawal from Lane ESD**

In 2013 amendments to ORS 260.432 and 334.105 expanded the option for component school districts to withdraw from local ESD's state-wide beginning in 2014-15.

To support partnerships within Lane County, Lane ESD's goal is to continue to collaborate and partner with any school district that may withdraw from the ESD. Districts that withdraw from services will:

- Be invited to attend job-alike meetings, including: Superintendents' Council, Special Education Directors, Lane County Technology Advisory Committee, Curriculum Leaders meetings, and any other meetings that are supportive of services and programs county-wide
- Continue as a member of the Life Skills Consortium
- Continue as a member of consortium grants, CTE/Perkins, and Title program collaborations
- Continue to participate in county-wide school improvement efforts



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**Potential Changes in Funding**

The 2014-17 Local Service Plan continues to provide districts with the flexibility to access Core Services and annually select those services needed to meet individual districts needs, as well as the option to develop unique services where feasible. Should there be reductions to Lane ESD's revenue as a result of legislative action, which reduces the funding ratio for ESD's, there will be a proportionate reduction in Flex Funds available to districts.

When overall economic conditions result in the reduction to Lane ESD's formula revenue, Lane ESD will make every attempt to respond with corresponding expenditure reductions or otherwise offset the revenue loss in a manner that minimizes impact to component districts.

Grant funding is also used to support Lane ESD and component district programs and services. Services funded through contracts or grants are not subject to the 90% expenditure requirement.

**Process for Selecting Lane ESD Menu Services & Service Levels**

Districts select the specific Lane ESD services and service levels from the service menu by mid-March of each year. Requests for services are submitted using the Lane ESD Service Order Form. Districts' available funds and the costs for services are listed on the Lane ESD Service Order Form.

**Core Service - Decision Making**

Specific services and associated funding levels included in Core Services are agreed upon by the Lane County Superintendents' Council. The 2014-17 Local Service Plan Core Services include: Technology, General Education, and Innovation/Projects, Connected Lane County and Life Skills Cost Pool.

**Changing Services Included in Core Services**

Core Service components change or evolve based on Lane ESD's recommendation in response to analysis of county-wide needs or interests of component districts. In both cases the proposed change is analyzed and approved by the Superintendents' Council.

**Timelines**

Proposals that require significant change, such as the establishment of new programs, expansion of specialized services, or increase in fiscal resources allocated to Core Services, should be presented as early as possible, and no later than the Superintendents' Council meeting in October. This timeline allows the Superintendents' Council time to determine if the proposal should move forward to formal feasibility assessment by Lane ESD. The Superintendents' Council may establish a subcommittee to review feasibility information and make final recommendations regarding proposals. Subcommittee recommendations and feasibility assessment will be presented to the full Superintendents' Council for their decision.

Exceptions to the timeline are made for proposals that do not require additional fiscal resources or re-staffing, as long as the proposal is supported by the Superintendents' Council.



Approved proposals that involve more complex changes (hiring of specialized staff, implementation of new programs) may be implemented either as a pilot or as a general change to Core Services.

When changes are implemented as a pilot, a subcommittee of superintendents will be asked to assist in the development of criteria to use in assessing the pilot and recommendations on whether changes should be incorporated into the Core Services. If a pilot is successful, but is not approved to be included in Core Services it may be offered as a service menu item or custom service.

### **Innovation/Projects**

Proposals for Innovation/Projects may be developed by the Lane County Curriculum Leaders, Lane County Technology Advisory Committee (LCTAC), Special Education Directors Committee, or an ad hoc committee established by the Superintendents' Council.

Innovation/Project proposals should focus on priorities identified by the Superintendents' Council. It is recommended that proposals outline the specific outcomes for the project, the time frame for implementation and budget requirements. Lane ESD administrators and component district staff will assist with feasibility aspects of the proposal.

Proposals for accessing Innovation Funds are approved annually by Superintendents' Council prior to March 30 to provide adequate planning time and effective implementation of the project in the next school year.

The Superintendents' Council approved the use of Innovation/Projects Funds available from the Local Service Plan to fund a mathematics specialist, consultation for improving mathematics instruction, and Research for Better Teaching (RBT) licensing.

### **2016-17 Life Skills Cost Pool**

In 2016-17 the Life Skills Cost Pool will be funded at \$100,000.

The access to the Life Skills Pool is based on disproportionate Life Skills enrollment criteria.

### **2016-17 Connected Lane County**

Superintendents approved \$60,000 to partially fund the activities and infrastructure of Connected Lane County.



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**Menu Services – Decision Making**

**Adding Services to the Menu**

A Menu Service offering may change or evolve based on recommendations of the ESD in response to analysis of county-wide needs or interests of component districts. In both cases, the proposed change is analyzed and approved by the Superintendents' Council.

**Timelines**

Proposed changes that require establishment of new programs, expansion of specialist services, or an increase in fiscal resources allocated to Core Services should be presented no later than the Superintendents' Council meeting in October, so that the Superintendents' Council can determine if the proposal should move forward to formal feasibility assessment by Lane ESD. Timelines for completing the feasibility assessment will be set jointly by the ESD and the Superintendents' Council.

Proposals that come forward later in the planning process and that do not require complex program development and are supported by the Superintendents' Council will be placed on the menu if there is feasible interest to cover the costs of the service.

In some cases, proposals may be implemented as a pilot as described below.

**Elimination of Service**

There may be instances in which specific services are discontinued if component districts' orders and associated fiscal support are not adequate to continue the service. The decision to eliminate a service will be made by Lane ESD in consultation with component district superintendents, taking into consideration the implications for the impacted districts and Lane ESD's fiscal and personnel restraints.

**Establishing Pilot/Custom Services**

There may be instances in which services are added if there is sufficient district interest and associated fiscal resources to cover start-up and implementation costs. Districts that have an identified need not currently available on the service menu may request that Lane ESD develop a custom service to meet the district's unique need. The district and Lane ESD will identify the nature and scope of the service need. This information is used to estimate the cost of providing the service. If the district and Lane ESD agree that it is feasible and cost effective to establish the service, it will be implemented either as a pilot or on-going service.

If implemented as a pilot, Lane ESD and the district will establish criteria for assessing the results of the pilot. All Lane County superintendents will be informed regarding new custom services offerings and options for participating, as well as information gleaned from 2015-16 pilots. There were no custom/pilot services requested for 2015-16. A proposal for Superintendent Office services was considered by three districts in 2013-14, but services were not ordered. In 2014-15 Substitute management services was explored as a custom service, and after review it was determined that districts could locally manage this service.

**Service Flexibility**

Offerings on the "Menu of Services" are available to all component districts.



**Service Implications**

Flexibility in the Menu of Services from year to year is a key element to ensuring this Local Service Plan continues to meet the needs of component districts.

The level of annual flexibility is dependent upon numerous factors and considerations for both the districts and Lane ESD.

For example, some services require a significant investment of resources on the part of Lane ESD and districts to develop a viable infrastructure and sustainable staffing. As a result, starting, ending or significantly changing these services requires more analysis and review.

There are other services, however, that can be more flexible from year to year, making annual adjustments in services and service levels easier to accomplish.



## Menu of Services

### Menu of Services

#### **Current Menu**

Below is the Menu of Services for 2016-17. The Menu of Services includes Core Services provided to all districts without the need to order and services that are offered based on district selection. Core Services are indicated by an asterisk (\*).

The Menu of Services below does not include services provided via grants or services ESD's are mandated to provide.

2016-17 Menu of Services
Services to Students with Special Needs
Life Skills ESD and Consortium Placements Lane School (Special School) Behavior Disorder Placements Behavior/Autism Spectrum Disorder Consortium Placements Behavior Disorders – Teacher or Consultant MLK Jr. Education Center School Psychologist Speech & Language Pathologist Augmentative Communication Direction Service Custom Services
Instruction, Equity and Partnership Services
General Education* Tragedy Response Career & Technical Education Custom Services
Technology Services
Infrastructural Technology* Learn 360 Custom Services
Administrative Services
Business Courier Attendance Truancy Substitute Teacher List Subscription Custom Services

### Funding Sources

A brief explanation of the various funding sources and parameters for the services provided within this Local Service Plan is below.





**State School Fund (SSF) Revenue**

Lane ESD's primary revenue source for services to districts is the State School Fund (SSF). Lane ESD's share of SSF is based on the overall allocation of SSFs to all Lane County Districts. Oregon ESDs receive 4.5% of the total SSF allocated for their region.

The percentages and formulas for SSF allocations for districts and Oregon ESDs are set by the Oregon Legislature and are subject to change. Changes in Oregon ESD funding allocations have a direct impact on Lane ESD's Core and Flex Fund Model allocations to component districts, and will impact services and service levels.

ORS 334.177 requires that at least ninety percent (90%) of all Oregon ESD revenues from the State School Fund (SSF) and other funds considered local revenues be spent on the provision of services approved in the Local Service Plan. The remaining ten percent (10%) may be expended on administrative services.

The 10% administrative services allocation is an essential component to providing services to districts. The cost of facilities, accounting, human resources, technology, and general administrative overhead (insurance, legal fees, etc.) is paid for with these funds. Home School program services, grant development, and a portion of equity and diversity services are also included in the 10% administrative services allocation.

**Menu of Services Funding**

Items on the Menu of Services are available to all districts based on their annual selection. The cost of services ordered from the menu are charged to the district's flex fund allocation and/or invoiced to the district if in excess of available flex funds.

**Other Services**

Lane ESD also provides services by way of contracts with component districts or other public or private entities.



### **Programs Included in 10% Administrative Revenue**

#### **Home Schooling**

Oregon ESD's are mandated to provide Home School services. Lane ESD is responsible for accepting notification from parents or guardians who intend to educate their children at home. Lane ESD serves as a primary information resource to parents, students, schools, and districts.

Lane ESD is responsible for the following:

- monitoring compliance with home school notification and testing requirements;
- monitoring academic progress requirements;
- providing detailed reports to districts including compliance and testing information.

#### **Equity and Diversity**

Component districts have identified a priority for improving culturally responsive instructional practices at the classroom level to support implementation of evidence-based practices within all programs and services in order to eliminate gaps in student achievement and disproportionate representation in special education, discipline, and graduation rates based on race, ethnicity, and socio-economic status. Equity and Diversity supports are being fully integrated into the Instruction, Equity and Partnerships area.

#### **Grant Development**

Lane ESD recognizes the importance of outside funding in shaping the future of education in Lane County. Lane ESD employs or contracts with a grant writer to support acquisition of grant resources to enhance services in alignment with ESD and component district priorities.

#### **Title Programs**

Lane ESD administers three federal title programs (see p. 27) and a portion of the administrative functions associated with these programs are funded by Lane ESD to ensure that the program efforts are successful.



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**Federal & State Mandates for Oregon ESDs**

Lane ESD's services align with the services prescribed for every Oregon Education Service District in ORS 334.175(2) as follows:

**Services to Children with Special Needs**

Programs for children with special needs, including but not limited to the following:

- Special Education
- At-risk Students
- Professional development for employees who provide those services

**Instruction, Equity and Partnerships Services**

Instruction, Equity and Partnership Services for component school districts, including but not limited to the following:

- Meeting the requirements of state and federal law
- Services designed to allow Lane ESD to participate in and facilitate a review of state and federal standards related to the provision of a quality education
- Support and facilitate continuous improvement planning
- Support for school-wide behavior and climate issues
- Professional Technical education
- Professional development for employees who provide those services

**Technology Services**

Technology Support for component school districts and the individual technology plans of those districts, including but not limited to the following:

- Technology infrastructure
- Data services and distance learning
- Professional development for employees who provide those services.

**Administrative Support Services**

Administrative and Support Services for component school districts, including but not limited to the following:

- Services designed to consolidate component school district business functions
- Liaison services between ODE and component districts
- Registration of children being taught by private teachers, parents or legal guardians pursuant to ORS 339.035

**Other Services**

Other Services that ESDs are required to provide by state or federal law, including but not limited to the following:

- Compulsory Attendance required under ORS 339.005 to 339.090.

**Performance Measures**

In addition to providing these "core" services, Lane ESD's services must also be equitable, cost effective, of high quality and meet local district needs. Services must also be evaluated using the following performance measures:

- Improving student learning
- Enhancing the quality of education for all students
- Providing quality professional development for district staff
- Enabling districts and their students to equitable access to resources
- Maximizing operational efficiencies and providing economies of scale

## Services to Children with Special Needs

### Life Skills Consortia Services

**Service Description**

Lane ESD's and district-operated Life Skills programs form a consortium to serve students with moderate, severe, and profound disabilities as part of a continuum of services. Classrooms for students in kindergarten through grade 12 are located in a number of elementary, middle and high schools throughout Lane County. Students ages 19-21 are served in "Transition Classrooms". Consultants and Instructional Assistants also serve students in three rural districts.

The Life Skills Consortia includes all sixteen districts, with Bethel, Eugene, Junction City and Lane ESD as service providers. The Life Skills Consortia Agreement describes the common unit cost determined annually, resident and serving district responsibilities, the process for resolution of concerns, and Lane ESD's responsibility for the coordination of placements.



#### **Kindergarten to Grade 12**

- Highly individualized instruction in functional academics, daily living skills, and social/communication skills
- Inclusion support
- Secondary students also receive instruction in vocational skills and community accessibility.

#### **Transition Classes**

- Students learn independent living skills to help transition to adulthood.
- Students explore community options such as community college classes, public transportation, leisure and recreation, apartment living, and employment opportunities.

**Goals**

- Assist component districts in meeting the requirements of IDEA and Oregon Administrative Rules
- Implement evidence-based practices in the education of students with moderate, severe and profound disabilities to improve student learning
- Enable component districts and the students they serve to have equitable access to resources in Special Education
- Maximize operational and fiscal efficiencies for component districts in the area of Special Education

**Budget**

The annual budget allocation for this service is based on the districts' annual service orders for the service.

## Services to Children with Special Needs

### Behavior Disorder Services

**Service** Lane ESD assists districts in meeting the federal requirement to provide a continuum of services for students with the most challenging behaviors.  
**Description**

#### **Lane School**

Lane School is a structured behavior and academic program designed for students in kindergarten through grade 8 who experience significant behavioral, social, and academic difficulties.

Lane School is located at the Lane ESD Westmoreland Campus and has one satellite classroom in Creswell School District. Services are designed to help students gain the skills needed to be successful in their home school. Students are referred by their resident district and typically attend Lane School for about 18 months before transitioning back to their home school.

#### Goals

- Assist component districts in meeting the requirements of IDEA and Oregon Administrative Rules
- Implement evidence-based practices in the education of students with behavioral/emotional disabilities to improve student learning
- Assist districts with targeted interventions addressing the needs of students with behavioral/emotional disabilities
- Provide consultation and professional development to component district employees
- Enable component districts and the students they serve to have equitable access to resources in Special Education
- Maximize operational and fiscal efficiencies for component districts in the area of Special Education.



#### Budget

- The annual budget allocation for this service is based on the districts' annual service orders for the service.

## Services to Children with Special Needs

### Comprehensive Services Program

Lane ESD partners with Trillium Behavioral Services and Direction Services to provide an educational program for students in grades 6-8 with mental health needs that includes therapeutic and wrap-around services.

The Comprehensive Services Program is located at the Lane ESD Westmoreland Campus. Services are designed to help students gain the skills needed to be successful in less restrictive settings. Students are referred by their resident district and, when the team determines they are ready, transition to a less restrictive setting, such as Lane School.

#### Goals

- Assist component districts in meeting the requirements of Individuals With Disabilities Act (IDEA) and Oregon Administrative Rules
- Implement evidence-based practices in the education of students with mental health needs to improve student learning
- Assist districts with targeted interventions addressing the needs of students with mental health needs
- Enable component districts and the students they serve equitable access to resources in Special Education
- Maximize operational and fiscal efficiencies for component districts in the area of Special Education



- The annual budget allocation for this service is based on the districts' annual service orders for the service.

### Behavior Disorder – Teachers / Consultants

#### Service Description

Behavior Disorder Consultants provide in-service training/consultation to districts for behavior/classroom management and strategies for working with emotional/behavioral disabilities.

Behavior Disorder Teachers can be ordered from the service menu to serve in district-operated behavior classrooms.

#### Goals

- Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education and at-risk students
- Improve learning for students in special education and for at-risk youth by providing consultation to district personnel and provide professional development to component district employees in the area of special education and at-risk youth
- Enable component school districts and the students they serve to have equitable access to resources in special education and at risk youth
- Maximize operational and fiscal efficiencies for component school districts in the areas of special education and at-risk youth

#### Budget

The annual budget allocation for this service is based on the districts' annual service orders for the service.



**Martin Luther King, Jr. Education Center**

Service  
Description

Martin Luther King, Jr. Education Center is a collaboration between Lane ESD and the Department of Youth Services (DYS) to provide educational services to adjudicated youth in middle school and high school. The program is jointly operated by DYS and Lane ESD. The program is funded by district-paid tuition for students enrolled in Credit Recovery and General Education Development (GED) services and is augmented by DYS Juvenile Crime Prevention funds, Juvenile Accountability Block Grant funds and Video Lottery, which funds Job Skills/Life Skills services.

Goals

- Assist component districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education and at-risk students
- Enable component districts and the students they serve to have equitable access to resources targeting at risk youth
- Maximize operational and fiscal efficiencies for component school districts in the area of special education and at-risk youth

Budget

The annual budget allocation for this service is based on anticipated student enrollment.



## Services to Children with Special Needs

### School Psychology Services

Service	School psychologists are utilized in a variety of ways based on the needs of component districts.
Description	<p>School Psychology services might include the following:</p> <ul style="list-style-type: none"> <li>• Psycho-educational assessments provided to assist districts in determining student eligibility for special education</li> <li>• Development and monitoring of student behavior support plans</li> <li>• Consultation with school staff and parents on behavioral and educational concerns</li> <li>• Service coordination assistance to district staff, parents and other professionals to ensure student success</li> </ul>
Goals	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of state and federal laws for IDEA.</li> <li>• Enhance the quality of education provided to special education and at-risk students by providing timely and comprehensive psycho-educational evaluations that assist districts in determining eligibility for Special Education services</li> <li>• Improve learning for students in special education and at-risk youth by providing consultation to district personnel</li> <li>• Provide professional development to component district employees in the area of special education and at-risk youth</li> <li>• Enable component school districts and the students they serve to have equitable access to resources in special education and at risk youth</li> <li>• Maximize operational and fiscal efficiencies for component school districts in the area of special education and at-risk youth</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.





## Services to Children with Special Needs

### Speech Services

**Service Description** Speech Services are offered to support districts in assessing and providing Individualized Education Plan (IEP) related services to identified students.

- Goals**
- Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education and at-risk students
  - Improve learning for students in special education and at-risk youth by providing consultation to district personnel and provide professional development to component district employees in the area of special education and at-risk youth
  - Enable component school districts and the students they serve to have equitable access to resources in special education and at risk youth
  - Maximize operational and fiscal efficiencies for component school districts in the area of special education and at-risk youth

**Budget** The annual budget allocation for this service is based on the districts' annual service orders for the service.

### Augmentative Communication

**Service Description** Augmentative Communication Services are designed to work in partnership with school speech and language therapists and other team members. Augmentative Communication Specialists assist in identifying, evaluating and providing intervention for students with severe communication disorders who would benefit from augmentative communication. Augmentative communication includes all forms of communication, other than oral speech, that are used to express needs, wants and ideas.

- Goals**
- Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education and at-risk students.
  - Improve learning for students in special education and at-risk youth by providing consultation to district personnel and provide professional development to component district employees in the area of special education and at-risk youth.
  - Enable component school districts and the students they serve to have equitable access to resources in special education and at risk youth.
  - Maximize operational and fiscal efficiencies for component school districts in the area of special education and at-risk youth.

**Budget** The annual budget allocation for this service is based on the districts' annual service orders for the service.



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*Services to Children with Special Needs*

**Direction Service**

Service Description	Direction Service, a local non-profit agency, provides information and referral services to parents and districts regarding specialized services available in Lane County for students with disabilities. Direction Service also acts as a mediator between districts and parents of children with disabilities and focuses on collaborative dispute resolution. Lane ESD contracts with Direction Service on behalf of subscribing component districts.
Goal	<ul style="list-style-type: none"><li>• Provide districts and parents of students with special needs access to cost effective referral and mediation services</li></ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.



2016-17 Grant and Contract Services

**Early Intervention/Early Childhood Special Education**

Lane ESD sub-contracts with the University of Oregon (EC Cares) to provide administration and coordination of services to all eligible preschool children with disabilities and their families in the service area.

**Lane Regional Low Incidence Program**

Lane Regional Program provides Special Education services for children who have low-incidence disabilities, including; Visual Impairments, Hearing Impairments, Deaf/Blindness, Severe Orthopedic Impairment, Autism Spectrum Disorder and Traumatic Brain Injury.

**State Hospital**

Lane ESD provides educational services to 18-21 year old students who are hospitalized for either short-term or long-term care.

**Juvenile Detention Education Program**

Lane ESD provides educational services to youth in the Serbu Juvenile Detention Center.

**Phoenix Treatment Program**

Lane ESD provides educational services to youth in the Phoenix Treatment Program at Serbu Juvenile Detention Center.

**TBI Liaison**

Lane ESD provides grant support for Traumatic Brain Injury (TBI) liaisons to consult with district personnel.

**System Performance Review & Improvement (SPR&I)**

Lane ESD's SPR&I sub grant awards assist with annual performance data collection and reporting for special education.

**Extended Assessment**

Lane ESD supports training and professional development around the statewide assessment of students with disabilities.

**IDEA Enhancement**

Lane ESD supports enhancement of activities for students with disabilities in the areas of Response to Intervention (RTI), Positive Behavior and Instruction Support (PBIS), expanded SPR&I, and determination issues.

**Employment Support Facilitator**

Lane ESD's Employment Support Facilitator supports the implementation of Youth Transition Programs (YTP) designed to meet the needs of students enrolled in the Life Skills Transition program. The position works with the Vocational Rehabilitation (VR) office, Oregon Developmental Disability Services (ODDS), and local Lane County Service Coordinators to arrange for the provision of YTP activities for eligible students.

## Instruction, Equity and Partnership Services

### General Education

**Service Description** General Education Services include leadership and professional development to assist districts in implementing research-based practices that address content standards to ensure a quality education for all students.

General Education specialists provide technical assistance and professional development to teachers in curriculum, instruction, and assessment. Expertise is available in the areas of Culturally Responsive Practices, Literacy, Writing, Math and Science.

#### **Technical Assistance**

Specialists and staff work with districts to analyze data, review best practices, and plan implementation strategies for improving student achievement. A Lane ESD priority is to positively impact the current inequitable outcomes according to student race, ethnicity and economic status in achievement, discipline, special education, Talented and Gifted (TAG) and graduation rates. Support is also provided to assist districts in creating equitable environments and services.



#### **Professional Development**

Specialists provide consultation and workshops to districts. Specialists coordinate and provide content workshops for school staff on-site and at Lane ESD. Professional development is based on data analysis and evidence-based practices and is designed to support academic content and curriculum alignment, as well as, implementation of equitable education practices in schools. Specialists also work with teachers on unit and lesson planning.

#### **Learning Resources**

Lane ESD provides an array of materials for Lane County public school educators, including digitized videos, clips, images, and audio files plus over 200 hands-on educational models and kits. Library, textbook, and copyright support services are also provided.

### Goals

Provide data-driven professional development and program evaluation to districts in the following areas:

- Student achievement
- Academic content support
- Curriculum alignment
- Evidence-based instructional strategies
- Assessment and data interpretation

Provide leadership and training to districts regarding State and Federal requirements.

Provide professional development and assistance to school districts for implementing state standards to ensure a quality education for all students; including supporting districts in developing awareness and basic understanding of the continuum of equitable education practices in schools.

### Budget

For 2014-17 General Education Services are fully funded and available to all districts. Districts do not need to order the service or use their Flex Fund allocation to cover the cost of the service.



*Instruction, Equity and Partnership Services*

**Career & Technical Education**

**Service Description** Career and Technical Education (CTE) staff provide leadership and services to districts to ensure students have opportunities to enhance 21<sup>st</sup> century technical skills, to explore a variety of careers, and successful transition to work or post-secondary education.

LESD Specialists and staff provides technical assistance to instructors, counselors, and administrators on the following:

- Innovative curriculum
- Employment preparation
- Alignment with secondary graduation requirements
- Services to reduce duplication given limited resources

**Partnerships with Colleges & Districts**

CTE Specialists and staff facilitate partnerships between area colleges and districts to address alternative learning options for students to obtain college and/or high school credit.

**Career Counseling and Guidance**

Staff works to enhance community and college partnerships for career exploration, workplace readiness, and technical skill development.

- Goals**
- Provide professional development to instructors on Career and Technical Education program design, curriculum and assessment
  - Facilitate high school and post-secondary partnerships to support student transitions and enhance opportunities for students
  - Develop business and community partnerships at local, regional and national levels to enhance learning opportunities for students
  - Connect Career and Technical Education programs with businesses through sponsoring and coordinating regional events providing students with career-related activities and proactively linking businesses and students

**Budget** The annual budget allocation for this service is based on the districts' annual service orders for the service.

**Tragedy Response**

**Service Description** Lane ESD coordinates annual training for district tragedy response team members on behalf of subscribing districts.

- Goals**
- Provide districts with cost-effective training
  - Maximize operational efficiencies for component school districts in maintaining a county-wide Tragedy Responses Network

**Budget** The annual budget allocation for this service is based on the districts' annual service orders for the service.



2016-17 Grant and Contract Services

**Carl Perkins – Contracted Services**

Improves professional technical education programs and articulates tech prep programs with Land Community College (LCC), grades 9-14.

**Carl Perkins – Small Schools**

Lane ESD supports districts in their efforts to provide career and technical education in collaboration with Lane Community College.

**Youth Transition Program**

Lane ESD provides district coordination for transitional support for special education students.

**CTE Course Equivalency Pilot**

Oregon Department of Education (ODE) is funding the development of a process for teams to assess CTE courses to determine the amount of academic credit available.

**Connected Lane County**

Lane ESD serves as the fiscal agent on behalf of Connected Lane County, which was selected as one of 11 regional partnerships across the state of Oregon invited to participate in the Regional Achievement Collaborative Pilot. Connected Lane County was chosen based on the depth of its partnerships, commitment to the success of students from pre-natal to age 22 (P-22), and the potential for implementing innovating and effective projects. Because of the depth and breadth of partnerships already developed since educational partners in Lane County partners first came together to work on P-22 issues in 2010, Connected Lane County has been also asked by the Chief Education Office to serve as a mentor and leader to other regions.

**Migrant Education – Title IC**

Lane ESD coordinates a regional Migrant Education Program (MEP) consortium serving Lane and Douglas counties including 29 school districts. MEP services provide supplemental instruction, community outreach and opportunities for parent involvement for eligible MEP students, including summer school and pre-school.

**English Language Learners(ELL) – Title III**

ELL services include technical assistance and training on English as a Second Language (ESL) curriculum alignment and in integrating English Language Proficiency standards into the regular curriculum.

**McKinney-Vento Education for Homeless Children & Youth – Title X**

Lane ESD assists coordination among schools and agencies providing services to homeless children and youth.

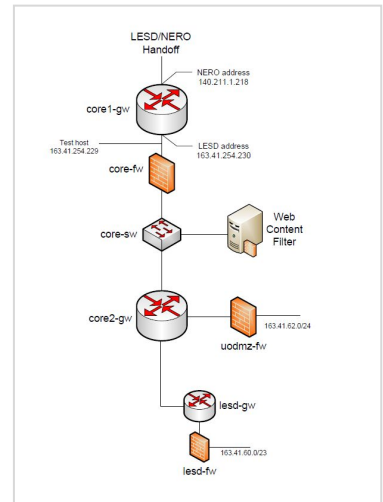
## Technology Services

### Infrastructural Technology

Service  
Description

Lane ESD offers component districts a variety of technology services to support student learning and staff productivity. In small districts technology supports focus on escalated response needs and interaction with contracted service providers; in large districts services are project-based with a specified allocation of service hours, augmenting district technology expertise. Lane ESD technology offerings include the following the following:

- Managed network connectivity
- Coordination and engineering support to district initiatives
- Hosted services, e.g. email, web, and library services
- Professional development to district technology support staff
- Network engineering and support in the design of districts' infrastructures
- Assistance in the writing, coordination, and implementation of grant activities related to technology infrastructures
- Coordinate data warehouse services
- Coordination among multiple agencies, including the creation and management of multi-lateral intergovernmental agreements



Goals

- Enhance the current network infrastructure to support scalable instructional needs of the component districts, including systems for the effective utilization of network resources
- Develop internal component district technology infrastructures to support robust long-range instructional needs, and to ensure staff and student usability

Budget

For 2014-17 Technology Services are fully funded and available to all districts. Districts do not need to order the service or use their Flex Fund allocation to cover the cost of the service.



### 2016-17 Grant and Contract Services

#### **Lane Community College Contract**

Lane ESD Technology functions as the Internet Service Provision (ISP) and remote campus connectivity for Lane Community College (LCC). Lane ESD and LCC began a recurring contract in 2005-06 that provides needed services to LCC and entrepreneurial funding to serve Lane County districts. Lane County districts have benefited from the LCC relationship and revenue in the following ways:

- Network core upgrade purchases (e.g. costly core routing systems, firewall)
- Common wide area network across 14 districts and all LCC sites simplifying instructional access
- Funding for development and "proof of concept" endeavors in direct support to districts

#### **Monroe Contract**

Lane ESD Technology provides Internet Services and filtering through an intergovernmental agreement with Monroe School District.





## Administrative Services

### Business Services

Service	Lane ESD's Business Office can provide services to districts on either a short term or annual basis.
Description	<p>Services include the following:</p> <ul style="list-style-type: none"> <li>• Payroll</li> <li>• Accounts Payable</li> <li>• Budget Preparation</li> <li>• Audit preparation</li> <li>• Financial reporting and management for grants</li> <li>• Monthly financial reports to Boards</li> <li>• Financial reporting to the Oregon Department of Education</li> </ul>
Goals	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of the Oregon Revised Statutes regarding local budget law and investments, Internal Revenue Service payroll and accounts payable regulations and Generally Accepted Accounting Principles.</li> <li>• Improve student learning and enhance quality education by providing accurate budget information to allow the districts to maximize the use of available funds for instructional services</li> <li>• Provide professional development opportunities at the bi-monthly meeting of the Lane County Business Officials</li> <li>• Provide services that allow districts to utilize Lane ESD's economies of scale and expertise to reduce their administrative costs</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.



## Administrative Services

### Courier Services

**Service Description** Lane ESD's courier services provide an efficient and secure method of moving materials among Lane ESD, districts and other public agencies.

- Weekly delivery services to subscribing districts, supporting both inter- and intra-district mail delivery for component districts
- Secure and confidential delivery of Student Records, including Special Education records
- Pick-up and delivery of instructional materials provided by Lane ESD to component districts including Media Materials (science kits, models, etc.), and audience response systems
- Movement of specialized equipment for special education classrooms
- Customized services to Eugene and Springfield Schools Districts to interface with district courier.

**Goals**

- Provide cost-effective, timely, accurate and courteous courier services to all component school districts

**Budget** Courier Services is a fee-based service.

### Substitute Teacher List Subscription

**Service Description** Lane ESD's Substitute Teacher Registration subscription provides an efficient method of ensuring that substitute teachers have completed required background checks and annual training requirements.

**Goals**

- Provision of annual application process to register new teacher substitutes
- Provision and monitoring of annual training requirements
- Completion of annual "intent to return" and usual and customary break periods notices
- Verification of valid teacher licensure.

**Budget** The Substitute Teacher List Subscription is a fee-based service.



## Administrative Services

### Attendance/Truancy Services

**Service Description** Lane ESD provides truancy officers to assist districts in returning truant students to their classrooms. Assistance is also provided in referring persistent truancy cases to Lane County Juvenile Court, Services to Children and Families, or for citation for failure to maintain a child in school. This is a state mandated service to districts with fewer than 1,000 students.

Lane ESD also coordinates the work of Conference Officers on behalf of local districts.

- Goals**
- Assist component school districts in meeting the requirements of the Oregon Revised Statutes regarding mandatory school attendance
  - Improve student learning and enhancing quality education by supporting district efforts to maintain student attendance and recapture ADM funding
  - Provide services that allow districts to utilize the ESD's economies of scale and expertise to reduce their administrative costs

**Budget** Attendance/Truancy Services are fee-based

2016-17 Grant and Contract Services	
<b>Inter-Library Courier</b>	Lane ESD provides pick-up and delivery of inter-library loan materials to the Lane County Libraries consortium.
<b>Substitute Teacher List Subscription</b>	Lane ESD Substitute Teacher List subscription services to private and alternative schools.

**Lane Education Service District  
2016-17 Core and Flex Fund Model  
January 19, 2016**

	<i>Final</i>			<i>Current Estimate</i>			<b>2016-17</b>		
	<b>2015-16</b>			<b>2015-16</b>					
<b>Resolution Funds Available</b>									
Total State School Funds	\$	17,576,000		\$	17,694,000		\$	18,311,000	
Designated for Districts		x 90%			x 90%			x 90%	
<b>Net Funds Available</b>		<b>15,818,000</b>			<b>15,925,000</b>			<b>16,480,000</b>	
<b>Core Service Allocation</b>									
Technology Services	\$	875,000		\$	818,000		\$	840,000	
General Education		535,000			592,000			619,000	
Connected Lane County		60,000			60,000			60,000	
Innovation/Projects		150,000			150,000			150,000	
Life Skills Cost Pool		100,000			100,000			100,000	
<b>Total Core Services</b>	<b>\$</b>	<b>1,720,000</b>	<b>10.9%</b>	<b>\$</b>	<b>1,720,000</b>	<b>10.8%</b>	<b>\$</b>	<b>1,769,000</b>	<b>10.7%</b>
			<b>District</b>			<b>District</b>			<b>District</b>
<b>Flex Dollar Allocation</b>			<b>PD Funds</b>			<b>PD Funds</b>			<b>PD Funds</b>
Bethel	\$	1,737,400	12.50%	\$	1,750,800	12.50%	\$	1,814,800	12.51%
Blachly		108,100	0.78%		108,900	0.78%		104,300	0.72%
Creswell		406,900	2.93%		410,000	2.93%		408,000	2.81%
C-A-L		111,300	0.80%		112,100	0.80%		115,600	0.80%
Eugene		5,048,300	36.33%		5,087,300	36.33%		5,264,700	36.29%
Fern Ridge		467,600	3.37%		471,200	3.36%		467,900	3.22%
Junction City		508,400	3.66%		512,300	3.66%		527,800	3.64%
Lowell		109,800	0.79%		110,600	0.79%		138,500	0.95%
Mapleton		83,500	0.60%		84,200	0.60%		79,800	0.55%
Marcola		88,100	0.63%		88,800	0.63%		95,700	0.66%
McKenzie		100,200	0.72%		101,000	0.72%		104,000	0.72%
Oakridge		183,500	1.32%		184,900	1.32%		200,200	1.38%
Pleasant Hill		291,600	2.10%		293,800	2.10%		312,600	2.15%
Siuslaw		405,800	2.92%		408,900	2.92%		441,000	3.04%
South Lane		903,300	6.50%		910,300	6.50%		925,500	6.38%
Springfield		3,342,200	24.05%		3,367,900	24.05%		3,508,600	24.18%
<b>Total Flex Dollar Allocation</b>	<b>\$</b>	<b>13,896,000</b>	<b>100.00%</b>	<b>\$</b>	<b>14,003,000</b>	<b>100.00%</b>	<b>\$</b>	<b>14,509,000</b>	<b>100.00%</b>
			<b>\$ 202,000</b>			<b>\$ 202,000</b>			<b>\$ 202,000</b>
<b>Total Core and Flex</b>	<b>\$</b>	<b>15,616,000</b>		<b>\$</b>	<b>15,723,000</b>		<b>\$</b>	<b>16,278,000</b>	

\$100,000 Math Specialist  
\$30,000 SMC  
\$10,000 Sub Reimbursement  
\$10,000 RBT License

TITLE: Clerk Typist  
JOB TYPE: This is a classified position  
RESPONSIBLE TO: Assigned Management Staff

**ASSIGNMENT:**

This person will assist the administrative staff in the daily operations of the district, including the maintenance of records.

**DUTIES:**

1. Update incoming and outgoing records, both manually and computer data entry
2. Scan and store all permanent records to PDF
3. Inventory and order supplies and forms
4. Maintain daily logs
5. Do monthly reports
6. Assist with annual state reports
7. Assist with scheduling
8. Keep files up to date
9. Type and send correspondence from administrative staff
10. Maintain communication displays
11. Obtain substitutes when needed
12. Keep calendars updated to avoid conflicts
13. Record all receipts that are submitted to the business office
14. Answer radio and telephone calls and take messages as needed
15. File all required materials
16. Collect lost items and turn them in to lost and found
17. Maintain electronic time cards
18. Help with other duties as may be assigned by the administrative staff

**WORKING CONDITIONS:**

- Ability to see for purposes of reading laws and codes, rules and policies, and other printed matter and observing students
- Ability to hear and understand speech at normal levels
- Ability to communicate so others will be able to clearly understand normal conversation
- Ability to bend and twist, stoop, kneel, crouch, run and crawl, and ability to reach in all directions
- Ability to lift and to carry up to 30 pounds.
- Moderate to high stress level

**PHYSICAL CONDITIONS:**

- Visual acuity to monitor computer and work area
- Hearing and speaking to exchange information and communicate so others will be able to clearly understand normal conversation
- Dexterity of hands and fingers to operate equipment
- Physical agility to lift and carry objects
- Sitting or standing for extended periods of time
- Mental acuity to perform the essential functions of this position in an efficient fashion

**SALARY:**

- Will be determined by terms of the current negotiated agreement for Clerk Typist classification.
- The amount due under the contract will be pro-rated monthly in accordance with district policy.

**EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

LOWELL SCHOOL DISTRICT 71

# 2016-2017 DISTRICT CALENDAR

August '16						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

30-Sept. 1 - Teacher In-service

September '16						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 - Labor Day  
6 - Teacher In-service / Back to School Night  
7 - First Student Day  
16 - Teacher Work Day  
28 - Curriculum Day (Half Day)

October '16						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

14 - Statewide In-service  
19 - Curriculum Day (Half Day)

November '16						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9 - End of First Quarter  
10 - Teacher Grading Day  
11 - Veterans Day  
22 - Evening Parent Teacher Conferences  
23 - Morning P/T Conferences (No School)  
24-25 - Thanksgiving Break

December '16						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

7 - Curriculum Day (Half Day)  
19-Jan. 2 - Winter Break  
25 - Christmas Day

January '17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 - New Year's Day Observed  
3 - Students Return  
16 - Martin Luther King, Jr. Day

February '17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

2 - End of Semester  
3 - Teacher Grading Day  
15 - Parent Teacher Conferences (Half Day)  
20 - Presidents' Day

March '17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

15 - Curriculum Day (Half Day)  
27-31 - Spring Break

April '17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

13 - End of Third Quarter  
14 - Teacher Grading Day  
26 - Curriculum Day (Half Day)

May '17						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29 - Memorial Day

June '17						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

16 - Last Day of School (Half Day)  
*Senior Graduation on evening of 6/16*

19 - Teacher Work Day

July '17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 9 Holidays
- 3 Grading Days
- 6 In-service / Work Days
- 5 Curriculum Days
- 1 Statewide In-service Day



- Students Return
- End of Quarter
- Statewide In-service
- Parent Teacher Conf.



- Teacher Grading Day
- Curriculum Day
- Teacher In-service
- Holiday or Break

**175 Student Contact Days**

**Q1: 44 Q2: 44 Q3: 43 Q4: 44**  
Student contact days show in bold

Calendar Approved: TBD

Attachment 7.3

# **EMPLOYMENT AGREEMENT**

**Lowell School District**

**and**

**Johnie Lee Matthews III**

This Employment Agreement is made and entered into this 22<sup>nd</sup> day February, 2016, by and between the Governing Board of the **Lowell School District** (hereinafter referred to as “Board”) and **Johnie Lee Matthews III, Superintendent and/or Principal of Lundy Elementary School District** (hereinafter referred to as “Superintendent/ Principal ”). This Employment Agreement is entered into pursuant to Oregon Regulations and any other relevant law. The Board and the Superintendent/Principal hereby agree and promise as follows:

## **1. Term**

The Board hereby employs the Superintendent/Principal as a licensed management employee in the position of Principal for Lundy Elementary School from July 1, 2016 – June 30, 2018 and as Superintendent of Lowell School District and Principal of Lundy Elementary School from July 1, 2018 – June 30, 2019. Not less than six (6) months prior to the expiration date of this contract, Superintendent/Principal shall notify all Board members of the expiration date of the contract and of their responsibility to consider possible extension of the contract. From the time of such notice to four (4) months before the expiration, the Board may take action to extend the contract or may take action to not extend the contract. If the Board fails to take any action on the term of contract prior to four (4) months before the expiration, then the contract is automatically extended by twelve (12) months past the expiration date.

## **2. Salary**

### **2.1 Salary**

The salary of the Superintendent/Principal shall be based on a twelve-month period, beginning on July 1 and ending on the following June 30. The annual salary shall be increased each by the same increase (COLA) provided confidential and management staff. Commencing in the 2016-2017 school year, and each school year thereafter, the BOARD will increase the Superintendent/Principal’s annual salary for the next succeeding school year using schedule below, based on an evaluation rating of "Meets Expectations" or higher as determined by the Superintendent, in consultation with the Lowell School Board for the 2016-2018 school years, and by the majority of the BOARD for the 2018-2019 school year.

Elementary Principal (225 work days) 2016-2017: \$89,849 (Daily Rate = \$399.32)

Elementary Principal (225 work days) 2017-2018: \$89,849 (Daily Rate = \$399.32)

Superintendent/Principal (225 work days) 2018-2019: \$103,777 (Daily Rate = \$461.23)

**2.2 Effective the 2018/2019 school year and following,** the salary of the Superintendent/Principal shall not be less than 10% greater than the salary provided to any other management employee, including the Director of the Bridge Charter Academy. (For example, if the Bridge Charter Executive Director's annual salary is \$120,000, the salary of the Superintendent/Principal would be not less than \$132,000.) The Board reserves the right to adjust the annual base salary provided that the annual base salary may not be adjusted downward unless by mutual consent. Any adjustment in annual salary made during the life of this Employment Agreement shall be in the form of an amendment, and shall become a part of this Employment Agreement. It is provided, however, that by so doing it shall not be considered that this Board has entered into a new Employment Agreement with the Superintendent/Principal, nor that the termination date of the existing Employment Agreement has been extended. However, the Board may, by specific action and with the consent of the Superintendent/Principal, extend this Employment Agreement at any time.

### **3. Health and Welfare Benefits**

The Superintendent/Principal and his dependents shall be entitled to the same health and welfare benefits in the same amounts as granted by the Board to other licensed employees of the District and their dependents.

### **4. Business, Travel and Conference Expenses**

4.1 During the term of this AGREEMENT, the Superintendent/Principal may attend educational or other conferences. All necessary travel, food, lodging, incidental expenses, and registration costs of such attendance outside of the DISTRICT shall be reimbursable, subject to mileage reimbursement limitations within District policy. Superintendent/Principal shall not receive mileage reimbursement for travel within Lane County.

4.2 **Effective the 2018/2019 school year and following,** it will be the responsibility of the Superintendent/Principal to provide his own vehicle. The Superintendent/Principal shall receive a stipend of Two Hundred Fifty Dollars (\$250) monthly, to assist in payment of the costs to insure, fuel, and maintain his automobile for travel within Lane County.

4.3 The District shall pay to the Superintendent/Principal the sum of \$100.00 per month as an allowance for his personal cell phone to be used for District purposes.

### **5. Dues and Membership Fees**

At the request of the Superintendent/Principal, the District shall pay the dues and membership fees on behalf of the Superintendent/Principal to the Confederation of Oregon School Administrators and Association for Supervision and Curriculum Development.



## **6. Duties and Responsibilities of the Superintendent/Principal**

6.1 The Superintendent/Principal shall render service for 225 workdays for the 2016/2017 and the 2017/2018 school years.

6.2 **Effective the 2018/2019 school year and following**, the Superintendent/Principal shall render twelve (12) months of full and regular service during each year of this AGREEMENT, except that the Superintendent/Principal shall be entitled to paid holiday and vacation time during each annual period covered by this AGREEMENT, as expressly provided herein. The Superintendent/Principal shall be entitled to twenty-three (23) days of paid vacation each school year, 10 holidays and 2 Personal Leave Days. Vacation must be taken in the year it is provided, except that up to seven (7) days of paid vacation per year which are unused may be carried over for use in the next twelve (12) month period. The total number of accrued vacation days may not exceed thirty (30) days during the life of this AGREEMENT or extensions or renewals of this AGREEMENT. No additional vacation days shall be earned at any time if thirty (30) days of accrued vacation remain unused. In no event shall the Superintendent/Principal be allowed to carry over more than seven (7) vacation days during the term of this AGREEMENT, unless permission to accrue more vacation is expressly authorized in writing by the Board of Directors. If this AGREEMENT should be terminated or expire before the earned and accrued vacation has been taken, the Superintendent/Principal shall be entitled to receive compensation at the then current per diem when the vacation was earned for all accumulated and current vacation time that has not been used, which time shall not exceed thirty (30) unused vacation days. On an annual basis the Superintendent/Principal may elect to be paid compensation equal to a maximum of seven (7) days of unused vacation. Such payment shall be computed according to the daily rate of salary in effect on the date of the Superintendent/Principal's election to exercise this right.

6.3 The Superintendent/Principal shall earn one (1) day of sick leave with pay for each full month of service rendered. Unused sick leave will be compensated according to Governing Board policies.

6.4 The Superintendent/Principal shall be on call twenty-four (24) hours/day. It is understood that the demands of the office will require the Superintendent/Principal to average more than eight (8) hours a day and/or forty (40) hours per week. The Superintendent/Principal is not entitled to receive overtime compensation or compensatory time off for services in excess of 8 hours/day, 40 hours/week. The Superintendent/Principal is expected, as part of his duties, to attend school/district related events that are outside of the regular duty day.

**6.5 Effective the 2018/2019 school year and following**, the Superintendent/Principal shall serve as the Chief Executive Officer and Secretary to the Board of Lowell School District and shall also provide other services as provided by law. The Superintendent/Principal shall have charge of the administration of the DISTRICT, under the direction of the Board of Director's.

6.6 The Superintendent/Principal shall have primary responsibility for all personnel matters, including selection, assignment, and transfer of employees. The Superintendent/Principal shall be responsible for organizing, reorganizing, and arranging the staff, which best serve the DISTRICT.

6.7 The Superintendent/Principal shall evaluate the administrative staff annually. The Superintendent/Principal shall present the annual evaluations to the Board of Directors in May of each school year.

6.8 The Superintendent/Principal shall execute and perform all powers and duties which may lawfully be delegated to the Superintendent/Principal in accordance with the policies and directions of the Board of Directors. Such acts which may require ratification by the Board of Directors shall be referred to the Board of Directors at the earliest possible opportunity by the Superintendent/Principal. The Superintendent/Principal shall have the primary responsibility for execution of Board policy adopted by the Board of Directors.

6.9 The Superintendent/Principal shall have primary responsibility for the preparation and recommendation of Board policies for consideration by the Board of Directors.

6.10 The Superintendent/Principal shall have primary responsibility for the development of Board agendas and shall consult with Board leadership when developing Board agendas.

6.11 The Superintendent/Principal shall abide by all applicable state and federal laws, rules and regulations of the Board of Directors of the DISTRICT.

## **7. Outside Professional Activities**

The Superintendent/Principal may undertake outside professional activities including consulting, speaking and writing provided they do not interfere with the Superintendent/Principal's normal duties; said outside professional activities may be performed for consideration. When such professional activities are performed for full days for consideration, days used for that purpose shall be declared as vacation days.

## **8. Evaluation Procedure**

On an annual basis, no later than February 28<sup>th</sup>, the Board and the Superintendent/Principal shall meet and agree upon objectives for evaluation for the succeeding school year.

The evaluation shall be related to the duties and responsibilities of Superintendent/Principal as set forth in the goals and objectives established by the BOARD for the Superintendent/Principal, and applicable law and Governing Board Policy. The final format, procedures, and goals of Superintendent/Principal's evaluation shall be mutually established.

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent/Principal and the Board. Every effort will be made to conduct this meeting by February 1 of each year, and if not completed by February 28<sup>th</sup>, the Superintendent/Principal's performance shall be deemed to be satisfactory and meeting expectations. Superintendent/Principal shall remind Board of this obligation by November 1st of each year. Such meeting shall be conducted in closed session unless mutually agreed otherwise. Board and the Superintendent/Principal shall also meet quarterly during the course of the year to meet and give oral feedback to the Superintendent/Principal concerning Superintendent/Principal's progress towards meeting the mutually agreed upon goals and objectives, and making any agreed upon modifications to those goals and objectives.

Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent/Principal shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent/Principal the Board shall provide the Superintendent/Principal with an annual written evaluation, not later than February 28<sup>th</sup> of each year.

If the Board concludes that the Superintendent/Principal's performance is not progressing acceptably, or unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent/Principal that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

An evaluation shall be deemed to be "satisfactory and meeting expectations" if a majority of Board members have rated the Superintendent/Principal's performance as at least "meeting expectations."

The Board, unless otherwise agreed to in writing with the Superintendent/Principal, shall maintain confidentiality concerning the contents of any evaluation.

## **9. Termination of Contract**

9.1 With Cause The Superintendent/Principals status as Superintendent/Principal and all of the rights under this Agreement may be terminated by the Board, including breach of contract, any ground enumerated in Oregon Regulations or the Superintendent/Principals failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent/Principals job description.

If the Governing Board seeks to terminate this Agreement for cause, the Board is required to serve upon the Superintendent/Principal a written statement specifying the grounds upon which the termination is based, and detailing the evidence upon which the grounds are determined. Prior to any final decision on termination by the Governing Board, the Superintendent/Principal must be given an opportunity to be heard by the Board to explain or defend his position. Should the Board elect to finalize its decision to terminate the Superintendent/Principal for cause, the Board must have substantial evidence in support of the specific grounds alleged.

Should the Superintendent/Principal be unable to serve in the Superintendent's position due to physical and/or mental health condition, and upon expiration of the sick leave and disability entitlement as provided by statute or Governing Board policies, and upon written evaluation by a licensed physician mutually agreed upon indicating the inability of the Superintendent/Principal to further serve in position of employment, this contract shall be terminated by the Governing Board.

9.2 Without Cause -Unilateral Termination by Board of Directors.

The Board of Directors may unilaterally and without cause terminate this AGREEMENT at any time by giving sixty (60) days' written notice to the Superintendent/Principal. The notice shall include the effective date and the reasons for the termination. The Superintendent/Principal shall have the right, at his option, to request a closed session meeting to respond to the Board of Directors. Except as provided in paragraph E below, the DISTRICT shall pay to the Superintendent/Principal, as severance, the Superintendent/Principal's current monthly salary and health benefit contribution in an amount not to exceed the number of months remaining under this AGREEMENT, or twelve (12) months, whichever is less. The parties agree to this liquidated damage provision in recognition of the extreme difficulty of ascertaining actual damages to the Superintendent/Principal. The parties further agree the DISTRICT shall cease

said severance contained herein, in the event Superintendent/Principal performs any service for compensation or is employed prior to the completion of the severance period. Superintendent/Principal shall notify the DISTRICT immediately if he earns compensation or is employed in any manner. Superintendent/Principal's failure to notify the DISTRICT shall constitute a waiver and release of the DISTRICT for any obligation of subsequent payment and shall require Superintendent/Principal to repay the DISTRICT for all amounts owed.

Superintendent/Principal may unilaterally terminate this AGREEMENT by giving sixty (60) days' written notice that Superintendent/Principal will not fulfill the obligations of this AGREEMENT and wishes to be relieved of this AGREEMENT for the remainder of the period of this AGREEMENT. Superintendent/Principal agrees that should Superintendent/Principal unilaterally terminate this AGREEMENT on or before June 30, 2019, the DISTRICT will experience damages, including the costs of recruitment for a new superintendent, which are difficult, if not impossible to calculate. Accordingly, Superintendent/Principal therefore agrees to pay damages to the DISTRICT to offset from any salary due, or otherwise withhold damages equivalent to \$5,000.

## **10. General Provisions**

10.1 Governing Law and Venue: This Agreement, and the rights and obligations of the parties shall be governed by and construed in accordance with laws of the State of Oregon. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Lane County Oregon.

10.2 Entire Agreement: This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

10.3 No Assignment: The Superintendent/Principal may not assign or transfer any rights granted or obligations assumed under this Agreement.

10.4 Modification: This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

10.5 Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Board of Directors:

\_\_\_\_\_  
**Dennis McCallum**, President, Board of Directors

\_\_\_\_\_  
Date

I hereby accept this Employment Agreement.

\_\_\_\_\_  
**Johnie Lee Matthews III**, Superintendent/Principal

\_\_\_\_\_  
Date



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**BYLAWS**  
**OF**  
**Bridge Educational Foundation**  
**(“The Corporation”)**

**1. OFFICES**

**1.1. Principal Office.** The principal office of the Corporation in the state of Oregon shall be located in Lowell, Oregon. The Corporation may have such other office in or out of the state of Oregon, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**1.2. Registered Office.** The registered office of the Corporation required by the Oregon Nonprofit Corporation Act to be maintained in the state of Oregon may be, but need not be, identical with the principal office in the state of Oregon, and the address of the registered office may be changed from time to time by the Board of Directors upon compliance with the requirements of the Oregon Nonprofit Corporation Act for change of the registered office.

**2. BOARD OF DIRECTORS**

**2.1. General Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors.

**2.2. Number, Tenure and Qualifications.** The number of directors of the Corporation shall not be less than three (3) or more than seven (7) directors. Directors shall be appointed by the Lowell School District Board of Education and will serve a term of one year. Directors may be appointed by the Lowell School District Board of Education to serve for additional terms.

**2.3 Regular Meetings.** A regular annual meeting of the Board of Directors shall be held during the last month of the Corporation’s fiscal year, at such time and place as determined by the directors, and with appropriate notice. The Board of Directors may provide, by resolution, the time and place, either within or outside the state of Oregon, for the holding of additional

regular meetings. The resolution shall set forth the notice for the meeting. In addition, the Board shall schedule quarter-annual meetings.

**2.4 Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings for the Board of Directors may fix any place, either within or without the state of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

**2.5 Notice.** Notice of any special meeting shall be given at 24 hours previously thereto, either orally by telephone, email or in person, or by written notice delivered personally or mailed to each director at the director's address. If mailed, such notice shall be deemed to be delivered on the second day following deposit in the United States mail. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors must be specified in the notice or waiver of notice of such meeting.

**2.6 Quorum.** A majority of the number of the directors in office immediately before the commencement of the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**2.7 Manner of Acting.** Unless expressly provided otherwise in these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Directors shall be deemed to be present at a regular or special meeting where all directors participating may simultaneously hear each other during the meeting, irrespective of whether or not they are present in the same location, as by a telephonic conference.

**2.8. Presumption of Assent.** A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

**2.09. Removal.** Any individual director may be removed from office with or without cause by a vote of two-thirds of the directors then serving.

**2.10. Resignation.** Any director of the Corporation may resign at any time by giving written notice to the Corporation, to the Board of Directors, or to the chair of the Board, or to the



president, or to the secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance of the Board of Directors.

**2.11. Annual Appointment of Directors.** Annually, a slate of candidates will be developed by the Foundation Board. The slate of candidates will be submitted to the Lowell School Board of Directors. Each director shall be appointed annually as a director of the Corporation by the Lowell School District Board.

Directors appointed will serve a term of one year. Directors may be appointed to serve for additional terms. Should a vacancy occur as a result of death, resignation, removal, disqualification, or any other reason, the Board shall recommend the appointment of a successor for said vacancy to the Lowell School Board of Directors for appointment.

### **3. OFFICERS**

**3.1 Number.** The officers of the Corporation shall be a president, vice-president, secretary and treasurer, each of who shall be elected by the Board of Directors. The Board may choose to elect one individual to serve in the position of secretary and also as treasurer. Other officers, such as additional vice-presidents or assistant officers may be elected by the Board of Directors.

**3.2 Election and Term of Office.** The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until that officer's successor shall have been duly elected and shall have qualified or until that officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

**3.3 President.** The president shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise all of the business and affairs of the Corporation. The president shall preside at all meetings of the Board of Directors. The president may sign, with the secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors.

**3.4 Vice-President.** In the absence of the president or in the event of the president's death, inability or refusal to act, the vice-president (or in the event there is more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president shall perform duties as from time to time may be assigned to the vice-president by the president or by the Board of Directors.

**3.5 Secretary.** The secretary shall:

**3.5.1.** Keep or cause to be kept at the principal office, or such other place as the Board of Directors may order, a book of minutes of all meetings of directors showing the time and place of the meeting, whether the meeting was regular or special and, if a special meeting, how authorized, the notice given, the names of those present at directors meetings, and the proceedings thereof.

**3.5.2.** In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or the Board of Directors.

**3.6 Treasurer.** The treasurer shall:

**3.6.1.** Be responsible for the funds of the Corporation, cause the deposit and withdrawal of such funds in such depositories as may be authorized by the Board of Directors, ensure full and accurate accounts of receipts and disbursements in books are maintained at the Corporation's principal office, and make financial reports available to the Board of Directors at least quarterly.

**3.6.2.** In general perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the president or the Board of Directors.

**3.7 District Support.** Clerical support for meeting minutes, communication of the meeting agenda, financial accounting and other duties as from time to time may be required will be provided by the Lowell School District and will be billed to the Foundation on a monthly basis.

#### **4. CONTRACT, LOANS, CHECKS AND DEPOSITS**

**4.1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be in general or confined to specific instances.

**4.2. Loans to Corporation.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**4.3. Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**4.4. Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**4.5. Execution of Documents.** The Board of Directors may, except as otherwise provided in these Bylaws, authorize any officer or agent of the Corporation to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, or unless inherent in the authority vested in the office under the provisions of these Bylaws, no officer, agent or employee of the Corporation shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

**4.6. Loans.** The Corporation shall not lend money to, nor guarantee the obligations of, any director, officer, or employee of the Corporation.

**5. Fiscal**

The fiscal year of the corporation shall begin on July 1 and end on June 30.

**6. Seal**

If the Board of Directors elects to provide a corporate seal, it shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words, "Corporate Seal – Oregon."

**7. WAIVER OF NOTICE – FORM OF NOTICE**

**7.1. Waiver of Notice.** Whenever any notice is required to be given to any director of the Corporation under the provisions of these Bylaws or under the provisions of the Oregon Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**7.2. Form of Notice.** Whenever, under the provisions of the Oregon Nonprofit Corporation Act or these Bylaws, notice is required to be given to any director it shall not be construed to mean personal notice, but such notice may be given in writing, by mail or email addressed to such director at the address as it appears on the records of the Corporation, or at the last known business or residence address of the director prepaid, and such notice if mailed shall be deemed to be given at the time when the same shall be deposited in the United States mail (except as expressly provided for otherwise in paragraph 2.5), and if emailed shall be deemed to be given when the email is sent.

**8. AMENDMENTS**

These Bylaws may be altered, amended, or repealed and new Bylaws adopted with the formal approval of the Board of Directors of the Lowell School District.

**9. INDEMNIZATION OF DIRECTORS AND OFFICERS**

**9.1. Directors and Officers.** The Corporation shall indemnify to the fullest extent permitted by law, any person who is made, or threatened to be made a party to or witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, investigative, or otherwise (including any action, suit or proceeding by or in the right of the Corporation) by reason of the fact that:

**9.1.1.** The person is or was a director or officer of the Corporation or any of its subsidiaries;

**9.1.2.** The person is or was serving as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Corporation or any of its subsidiaries; or

**9.1.3.** The person is or was serving, at the request of the Corporation or any of its subsidiaries, as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise.

**9.2. Employees of Other Agents.** The Corporation may indemnify its employees and other agents to the fullest extent permitted by law.

**9.3. Advances of Expenses.** The expenses incurred by a director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, investigative, or otherwise, which the director or officer is made or

threatened to be made a party to or witness in, or is otherwise involved in, shall be paid by the Corporation in advance upon written request of the director or officer, if the director or officer:

**9.3.1.** Furnishes the Corporation a written affirmation of his or her good faith belief that he or she is entitled to be indemnified by the Corporation; and

**9.3.2.** Furnishes the Corporation a written undertaking to repay such advance to the extent that it is ultimately determined by a court that he or she is not entitled to be indemnified by the Corporation. Such advances shall be made without regard to the person's ability to repay such expenses and without regard to the person's ultimate entitlement to indemnification under this or otherwise.

**9.4** **Nonexclusively of Rights.** The rights conferred on any person by this paragraph shall be in addition to any rights to which a person may otherwise be entitled under any articles of incorporation, bylaw, agreement, statute, policy of insurance, vote of Board of Directors, or otherwise.

**9.5** **Survival of Rights.** The rights conferred on any person by this paragraph shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation; and shall inure to the benefit of the heirs, executors and administrators of such person.

**9.6** **Amendments.** Any repeal of this paragraph shall be prospective only and no repeal or modification of this paragraph shall adversely affect any right or protection that is based upon this paragraph 10 and pertains to an act or omission that occurred prior to the time of such repeal or modification.

## **10. TRANSACTIONS BETWEEN CORPORATION AND INTERESTED DIRECTORS**

**10.1. Conflict of Interest.** A transaction with the Corporation in which a director of the Corporation has a direct or indirect interest is not voidable by the Corporation solely because of the director's interest in the transaction if either (1) the material facts of the transaction and the director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors, and the Board of Directors or committee authorized, approved or ratified the transaction; or (2) the transaction was fair to the Corporation. Authorization, approval or ratification occurs if a majority of the directors of the Board of Directors or on the committee, who have no direct or indirect interest in the transaction vote to authorize.

**10.2. Disqualification.** A director of the Corporation shall not be disqualified by the director's office from contracting with the Corporation as vendor, purchases, or otherwise; nor

shall any contract or arrangement entered into by or on behalf of the Corporation in which any director is in any way interested be voided on that account, provided that such contract or arrangement shall have been approved or ratified by a majority of the Board of Directors without counting in such majority the director's so interest, although such director may be counted toward a quorum.

## **11. MISCELLANEOUS**

**11.1. Informal Action by Directors.** Any action required by the Oregon Nonprofit Corporation Act to be taken at a meeting of directors or any other action which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing setting forth the action so taken be signed by all the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of such directors.

**11.2. Books and Records.** The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors.

## **12. COMMITTEES**

The Board of Directors may establish special committees from time to time as they deem necessary for the effective management of the Corporation.

## **13. CORPORATION PURPOSE**

This Corporation is intended to qualify as a tax-exempt nonprofit entity under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time, and as a public benefit organization under the Oregon Nonprofit Corporation Act, as amended from time to time. Specifically, the Corporation has been established as a nonprofit corporation whose purpose is to enhance, expand and promote educational options, services and programs provided to parents and students of Lane County. Examples of such options and services may include the creation of a home school charter school, an afterschool child care program, and/or a preschool program. This stated purpose is to promote education and charitable causes as defined in Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

Approved: February 22, 2016

We hereby understand and agree to the above terms and conditions.

IN WITNESS WHEREOF, the parties have executed this contract as of the date February 9, 2016.

**Bridge Educational Foundation Board of Directors:**

By: \_\_\_\_\_  
Walt L. Hanline, President

By: \_\_\_\_\_  
Johnie L. Matthews III, Vice President

By: \_\_\_\_\_  
John VonDoloski, Secretary/Treasurer

## BRIDGE CHARTER SCHOOL (BRIDGE CHARTER ACADEMY) CONTRACT

THIS CONTRACT, dated this 22<sup>nd</sup> day of February, 2016, is made and entered into by and between the Lowell School District and Bridge Charter School (Bridge Charter Academy), a Subsidiary of Bridge Educational Foundation, an Oregon nonprofit corporation.

### RECITALS

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

WHEREAS, on February 1st, 2016, an amended charter proposal was submitted and approved by Bridge Educational Foundation petitioners [Walt L. Hanline, Johnie L. Matthews III and John VonDoloski] to the District for a public Bridge Charter School (Bridge Charter Academy) to operate within the District; and

WHEREAS, the District has determined that the charter proposal submitted by the Bridge Educational Foundation developers complies with the purposes and requirements of ORS Chapter 338; and

WHEREAS, the Board held a public hearing on February 1st, 2016 on the provisions of the charter proposal in accordance with ORS Chapter 338 and evaluated the criteria set forth in ORS Chapter 338;

WHEREAS, by Board action on February 1st, 2016, the District Board approved the charter proposal contingent upon the negotiation and execution of a contract acceptable to Bridge Educational Foundation and the District; and

WHEREAS, the parties desire that Bridge Educational Foundation be authorized to operate and conduct Bridge Charter School (Bridge Charter Academy) affairs in accordance with the terms of this agreement and ORS Chapter 338.

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



## **BRIDGE CHARTER SCHOOL (BRIDGE CHARTER ACADEMY) CONTRACT**

### 1. Grant of Charter

Bridge Charter School (Bridge Charter Academy) is granted a charter in accordance with ORS Chapter 338 and the terms and conditions of this contract to operate a Bridge Charter School (Bridge Charter Academy) as described herein.

### 2. Effective Date

This contract shall commence on July 1, 2016, and shall expire at midnight on June 30, 2019.

### 3. Philosophy and Mission

The philosophy and mission of Bridge Charter School (Bridge Charter Academy), as set forth in its charter proposal, is hereby accepted by the District to the extent it is consistent with the purposes set forth in ORS Chapter 338.

### 4. Goals and Objectives

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

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

#### A. Age and Grade Range

For the 2016-17 school year, Bridge Charter School (Bridge Charter Academy) shall provide instruction to students in grades K through 9<sup>th</sup>.

For the 2017-18 school year, Bridge Charter School (Bridge Charter Academy) shall provide instruction to students in grades K through 10<sup>th</sup>.

For the 2018-19 school year, Bridge Charter School (Bridge Charter Academy) will provide instruction to students in grades K through 11<sup>th</sup>.

#### B. Curriculum

Bridge Charter School (Bridge Charter Academy) shall follow the State of Oregon and Federal requirements related to curriculum and content standards. Bridge Charter School (Bridge Charter Academy) is allowed the flexibility granted by the Bridge Charter School (Bridge Charter Academy) laws to develop and/or adapt various curriculums available to suit those requirements. Bridge Charter School (Bridge Charter Academy) shall be allowed flexibility in instructional strategies

and teaching methods, to the degree consistent with the information set forth in its charter proposal.

C. Records

- (i) Bridge Charter School (Bridge Charter Academy) shall comply with all record keeping and confidentiality requirements of the District policy and federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and documents required pursuant to the statewide assessment system under ORS 329.485(1) and any documentation required under federal and state laws regarding the education of students with disabilities.
- (ii) Bridge Charter School (Bridge Charter Academy) shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law.

D. Nonreligious and Nondiscrimination

The educational program of Bridge Charter School (Bridge Charter Academy) shall not be religious or sectarian. Bridge Charter School (Bridge Charter Academy) shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation or political beliefs and/or affiliations.

E. Enrollment

- (i) Enrollment shall be open to any child who resides within the District in the grades served each school year, as described above, but shall not exclude Bridge Charter School (Bridge Charter Academy) from enrolling students from outside the District once all in-district applicants have been admitted.
- (ii) The Bridge Charter School (Bridge Charter Academy) Board will set school and classroom capacity numbers, consistent with the provisions of 5(A) above, and will post this information annually on its website. The minimum enrollment for each year of this contract will be 25 students. The District may terminate this charter if student enrollment in Bridge Charter School (Bridge Charter Academy) falls under 25 students during any school year for more than sixty (60) consecutive days.
- (iii) Bridge Charter School (Bridge Charter Academy) will set enrollment dates each year. Bridge Charter School (Bridge Charter Academy) shall annually submit to the District at least 30 days prior to its lottery a written policy setting forth its lottery and enrollment processes. This policy must include a statement that Bridge Charter School (Bridge Charter Academy) will attempt to enroll students who reflect the same demographic make-up as the District as a whole, and must also include actions that Bridge Charter School (Bridge

Charter Academy) will take with regard to advertising and other methods to work toward this goal. Bridge Charter School (Bridge Charter Academy) must obtain written approval of the demographic component of this policy by the District each year before conducting its annual lottery. If there are more eligible applicants for enrollment in Bridge Charter School (Bridge Charter Academy) than there are spaces available, successful applicants shall be selected by lottery, which shall be open to all applicants. Students who were enrolled the previous year (unless expelled) and siblings of currently enrolled students will be offered the first open slots.

- (iv) Using the lottery process, Bridge Charter School (Bridge Charter Academy) shall establish a waiting list of students who shall be offered the opportunity to enroll at Bridge Charter School (Bridge Charter Academy) if additional space later becomes available. Bridge Charter School (Bridge Charter Academy) shall not knowingly permit dual enrollment of any student at both Bridge Charter School (Bridge Charter Academy) and another public school or non-public school.
- (v) Bridge Charter School (Bridge Charter Academy) will maintain documentation from the lottery process and will make available documentation at the request of the District.
- (vi) Bridge Charter School (Bridge Charter Academy) will establish a policy that encourages parent involvement in its programs, so long as such parent involvement is not a mandatory requirement for admission and continued enrollment. This policy must be submitted in advance for District review and approval.

F. Admission

Admission of students to Bridge Charter School (Bridge Charter Academy) shall be determined in accordance with the charter proposal, except as amended in this contract. Bridge Charter School (Bridge Charter Academy) will follow the admission and lottery policies contained in ORS Chapter 338. "Admission" means that the student has (1) enrolled with Bridge; (2) successfully completed the lottery, if necessary; and (3) been formally accepted as a Bridge Charter School (Bridge Charter Academy) student by Bridge.

- (i) Admission of nonresident students is subject to the availability of space. Nonresident students may only be accepted by Bridge Charter School (Bridge Charter Academy) if District resident student enrollment is insufficient to fill the available spaces.
- (ii) Beginning with the 2017-2018 school year, nonresident students who attended Bridge Charter School (Bridge Charter Academy) during the previous school year will receive preference for attendance over new resident student applicants.
- (iii)a. The Bridge Charter School (Bridge Charter Academy) application form will ask if the student has an Individualized Education Program ("IEP") under

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

- b. Bridge Charter School (Bridge Charter Academy) 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 Bridge Charter School (Bridge Charter Academy) does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. If the IEP team determines that Bridge Charter School (Bridge Charter Academy) is not an appropriate placement, then Bridge Charter School (Bridge Charter Academy) 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 Bridge, 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.

- (iv) No later than August 1 annually, Bridge Charter School (Bridge Charter Academy) 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.

G. Student Attendance, Conduct and Discipline

Bridge Charter School (Bridge Charter Academy) shall implement a system of uniform student discipline consistent with State law and District policies and rules concerning conduct and discipline. Bridge Charter School (Bridge Charter Academy) shall comply with all State laws and District policies and rules concerning student attendance, standards of conduct and discipline. Bridge Charter School (Bridge Charter Academy) shall notify its students of the student rights and responsibilities via its student handbook, its website, or another form of written documentation.

Bridge Charter School (Bridge Charter Academy) shall maintain accurate enrollment data and daily records of student attendance and shall provide this data to the District as requested. Bridge Charter School (Bridge Charter Academy) shall maintain enrollment and attendance data on the District's student information/attendance system and software. The District shall provide Bridge Charter School (Bridge Charter Academy) with required software and training to

allow Bridge Charter School (Bridge Charter Academy) personnel to input such enrollment data, or will make other arrangements that are mutually agreeable.

- (i) Student attendance at Bridge Charter School (Bridge Charter Academy) shall be in compliance with Oregon's compulsory attendance laws.
- (ii) Discipline involving suspension and expulsion shall be achieved according to Oregon law.
- (iii) The Bridge Charter School (Bridge Charter Academy) administration may recommend to the Bridge Charter School (Bridge Charter Academy) 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.

Upon determining that initiation of expulsion proceedings is warranted, the Bridge Charter School (Bridge Charter Academy) board chair or designee shall serve as the hearings officer. The hearings officer's decision is final. However, this decision may be appealed to the Bridge Charter School (Bridge Charter Academy) School Board. At its next regular or special meeting the Bridge Charter School (Bridge Charter Academy) School 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 Bridge Charter School (Bridge Charter Academy) School Board reviews the decision.

Prior to expulsion, Bridge Charter School (Bridge Charter Academy) will work with the District to propose alternative programs of instruction or instruction combined with counseling to a student expelled for reasons other than a weapons policy violation. Bridge Charter School (Bridge Charter Academy) must document to the parent of the student that proposals of alternative programs have been made.

Bridge Charter School (Bridge Charter Academy) will deny admission to resident and non-resident students who are under expulsion for a weapons policy violation. Bridge Charter School (Bridge Charter Academy) will deny admission to non-resident students who are under expulsion from another district for reasons other than a weapons policy violation.

#### H. Education of Students With Disabilities

Bridge Charter School (Bridge Charter Academy) 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 Bridge Charter School (Bridge Charter Academy) includes, but is not limited to, the following:

- (i) Bridge Charter School (Bridge Charter Academy) will comply with all District policies regarding discipline of special education students.
- (ii) The IEP (Individual Education Program) team is determined by state and federal law. Bridge Charter School (Bridge Charter Academy) IEP teams must have a District representative, or designee, in attendance, as well as appropriate teaching staff.
- (iii) The student's IEP team will determine the appropriate educational program and placement for the Bridge Charter School (Bridge Charter Academy) student. Bridge Charter School (Bridge Charter Academy) shall abide by the IEP team's decision on program and placement.
- (iv) Bridge Charter School (Bridge Charter Academy) employees will comply with training required by an IEP team for delivery of services to a Bridge Charter School (Bridge Charter Academy) student.
- (v) The funds from the Oregon Department of Education representing the ADMw for special education for Bridge Charter School (Bridge Charter Academy) special education students shall be retained by the District.
- (vi) The District has the discretion to determine which specialized programs will be offered on-site at the Bridge Charter School (Bridge Charter Academy) site. The District is responsible for the provision of special education and related services to any Bridge Charter School (Bridge Charter Academy) student being served pursuant to an IEP. Bridge Charter School (Bridge Charter Academy) 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.
- (vii) For a nonresident Bridge Charter School (Bridge Charter Academy) 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 Bridge Charter School (Bridge Charter Academy) and selects another placement.
- (viii) Bridge Charter School (Bridge Charter Academy) shall not change the student's program without IEP team action.
- (ix) Special education transportation will only be provided to a Bridge Charter School (Bridge Charter Academy) special education student if it is a related service on a Bridge Charter School (Bridge Charter Academy) student's IEP, and if the IEP team has determined that the student's special education needs can be met in conjunction with Bridge's educational program.

- (x) Bridge Charter School (Bridge Charter Academy) shall provide substitutes for Bridge Charter School (Bridge Charter Academy) staff who are required to attend IEP meetings or other meetings related to a Bridge Charter School (Bridge Charter Academy) special education student during the instructional day at Bridge Charter School (Bridge Charter Academy) 's expense.
- (xi) Bridge Charter School (Bridge Charter Academy) will notify the student's resident district if a new student may need special education services.
- (xii) Bridge Charter School (Bridge Charter Academy) will cooperate with District procedures regarding childfind, data collection, and general education interventions.

I. Academically Low Achieving Students

Bridge Charter School (Bridge Charter Academy) shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs.

J. Talented and Gifted Students

Bridge Charter School (Bridge Charter Academy) shall provide necessary and appropriate educational services to students identified as "Talented and Gifted Children" (as defined in ORS 343.391) such that instruction shall address the student's assessed levels of learning and accelerated rates of learning. Bridge Charter School (Bridge Charter Academy) is required to follow applicable state statutes and regulations, as well as District policies and procedures, for the screening, evaluation, identification of, and providing services to TAG eligible students. Bridge Charter School (Bridge Charter Academy) can join with Lundy School in the use of any group administered tests designed to screen for TAG eligible students.

K. Tuition

Bridge Charter School (Bridge Charter Academy) will not charge tuition to students who reside within the District or nonresident students for whom the District receives state school support funds. Bridge Charter School (Bridge Charter Academy) may charge such other reasonable fees as allowed by state law. Accounting for and management of these funds will be in accordance with Section 8 of this contract and the same as that of other District Schools.

L. Student Welfare and Safety

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

M. English as a Second Language

Bridge Charter School (Bridge Charter Academy) will provide English literacy assistance to the extent required by law. The District will forward to Bridge Charter School (Bridge Charter Academy) the funds it receives from the State School Fund for ELL students who are enrolled at Bridge. If the funds are insufficient to provide the District or State required level of instruction, the District will work with Bridge Charter School (Bridge Charter Academy) to ensure that the required level of instruction is available.

N. Health, Nutrition, and Social Services

Bridge Charter School (Bridge Charter Academy) may contract with the District for the delivery of health and social services for students as set forth in Exhibit B to this contract.

- (i) Bridge Charter School (Bridge Charter Academy) employees are responsible for the reporting of child abuse and neglect in accordance with state mandatory reporting laws.
- (ii) Bridge Charter School (Bridge Charter Academy) employees shall immediately inform the District Superintendent's office of any incident regarding child abuse and neglect.
- (iii) Bridge Charter School (Bridge Charter Academy) may identify and refer students in need of psychological and social services to outside agencies in accordance with District policy and state law.
- (iv) Bridge Charter School (Bridge Charter Academy) shall comply with state and federal law relating to drug administration to students.
- (v) Bridge Charter School (Bridge Charter Academy) has the authority to determine whether it will serve or make available breakfast and/or lunch to its students. If Bridge Charter School (Bridge Charter Academy) elects to serve breakfast and/or lunch to its students, it will participate in the District's Child Nutrition Program. If Bridge Charter School (Bridge Charter Academy) elects not to serve meals, it will nonetheless cooperate with any District requests for the completion of forms and/or collection of data related to federal information required for the Child Nutrition Program. This provision does not prohibit Bridge Charter School (Bridge Charter Academy) from periodically serving meals to its student body (e.g., pizza day, annual BBQ, pancake breakfast, etc).

O. School Year, School Day, Hours of Operation

Instruction for Bridge Charter School (Bridge Charter Academy) school years shall closely follow the District's school calendar; however Bridge Charter School (Bridge Charter Academy) reserves the right to modify the school calendar as long as all students participate in the annual number of instructional hours required by the state.



P. Participation in District K-8 Extracurricular Activities

Bridge Charter School (Bridge Charter Academy) students are permitted to participate in any District wide K-8 extracurricular activities at the same cost, if any, that is charged to District students. If more students wish to join the team than there are spaces available, Bridge Charter School (Bridge Charter Academy) and District students will follow the same process and procedures to determine who is allowed to join the team. Non-resident students may be required to pay additional costs, proportionate to the costs related to their participation. If there are more interested students than spaces available, resident students will be given first opportunity to participate.

All Bridge Charter School (Bridge Charter Academy) students must comply with District policies and regulations concerning health examinations and insurance before being allowed to participate in any District sponsored extra-curricular activity.

6. Evaluation of Student Performance and Procedures for Corrective Action

Bridge Charter School (Bridge Charter Academy) shall pursue and make reasonable progress toward the achievement of the goals, objectives and student performance standards consistent with those set forth in its charter proposal, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law. Reasonable progress shall be demonstrated by (1) Oregon Statewide Assessment Results, (2) District testing, and (3) the Oregon Report Cards. Bridge Charter School (Bridge Charter Academy) may also rely on other indices of student performance to evaluate student progress.

- A. Bridge Charter School (Bridge Charter Academy) will submit an annual report to the District summarizing its progress towards meeting the goals stated in its charter proposal and set forth in this contract.
- B. Informal meetings, if desired by one or both parties, will be held between Bridge Charter School (Bridge Charter Academy) and the District on a quarterly basis to address issues associated with student performance.

7. Annual Review Meeting

An annual District/Bridge Charter School (Bridge Charter Academy) planning meeting shall be held in May of each year. The participants shall include: one Board member from the District and two Board members from the Academy; District Superintendent, District Principal; and one other participant appointed by the Academy. The "Committee" shall be advisory to the Superintendent and shall not be required to adhere to the Public Meeting restrictions.

8. Economic Plan; Budget and Annual Audit

A. Funding

- (i) The District shall provide funding to Bridge Charter School (Bridge Charter Academy) in an amount per weighted average daily membership (ADMw) of Bridge Charter School (Bridge Charter Academy) students that is equal to 80% in grades K-8 and 95% in grades 9-12 of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013. Funding shall be initially determined based on enrollment as of the date by which the District must submit its Fall Report to the Oregon Department of Education and shall be modified in the same manner as the District's enrollment projections are adjusted. So long as Bridge Charter School (Bridge Charter Academy) is not in breach of this contract, this funding will be made available to Bridge, commencing on the dates set forth and according to the schedule set forth in paragraph 8.C.(ii) below. Funds may be made available prior to these dates at the sole discretion of the District. To the extent the District experiences any reduction or increase in its state ADMw funding, proportionate reductions or increases will be made to Bridge Charter School (Bridge Charter Academy) by adjustment or setoff in subsequent months.
- (ii) Inadequate funding for Bridge Charter School (Bridge Charter Academy) is grounds for the District to terminate this charter. Any financial commitment on the part of the District contained in this contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund Bridge Charter School (Bridge Charter Academy) operations except as expressly provided herein.
- (iii) The Bridge Charter School (Bridge Charter Academy) will not access/request Federal Title I, II, III Funding provided to the District, generated by the students who attend Academy. In January of each year, the District will provide a report of the Federal funds that were generated as the result of Academy students. Academy will notify the District, not later than February 15<sup>th</sup> of each year, if they wish to have the funds generated by the students transferred to the Academy. If the Academy so requests, Academy will provide assurances that the Academy will comply and complete all necessary documents associated with the use of Federal funds.

B. Budget

- (i) Budget and Cash Flow. Bridge Educational Education shall prepare and provide to the Board a copy of its final, approved annual budget and monthly cash flow projections for each fiscal year by no later than March 1 immediately preceding such fiscal year. The budget account code structure will conform to the Program Budgetary and Accounting Manual for School Districts approved by the Oregon Department of Education.
- (ii) Bridge Charter School (Bridge Charter Academy) shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this contract. Exhibit B is attached and incorporated into this contract and sets forth those contracted and leased services that Bridge Charter School (Bridge Charter Academy) shall or may purchase from the District.

- (iii) The cost of those services set forth in Exhibit B to this contract and leased services shall be charged against and deducted from the funding provided to Bridge Charter School (Bridge Charter Academy) from the District in paragraph 8.A. above. The District agrees to provide Bridge Charter School (Bridge Charter Academy) with a monthly statement of charges made as allowed by this section.
- (iv) The fiscal year of the Bridge Charter School (Bridge Charter Academy) shall begin on July 1 of each year and end on June 30 of the subsequent year.

C. Financial Records, Audits and Accounting Reports

Bridge Charter School (Bridge Charter Academy) agrees that it will establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and to make such records available to the District, as requested, from time to time. Bridge Charter School (Bridge Charter Academy) shall have an annual audit of its accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998.

- (i) Financial Management. Bridge Charter School (Bridge Charter Academy) shall operate in accordance with GAAP (Generally Accepted Accounting Principles) or other generally accepted standards of fiscal management, provided that Bridge's accounting method shall comply in all instances with applicable governmental accounting requirements on the modified accrual basis.

Informal meetings, if desired by one or both parties, will be held between Bridge Charter School (Bridge Charter Academy) and the District on a quarterly basis to address issues associated with financial management and accountability.

- (ii) Availability of Funds. Upon the District's receipt of funding from the State for students enrolled at Bridge, the District shall make available the school year (both ADMw and additional operational funds) Bridge Charter School (Bridge Charter Academy) funds as determined in paragraph 8.A., in the following amounts and on the following dates, in conformance with ORS 327.095:

August 15	16.67%
October 15	8.33%
November 15	8.33%
December 15	8.33%
January 15	8.33%
February 15	8.33%
March 15	8.33%
April 15	8.33%

-- subject to any amendment to the schedule set forth in said statute.

The District shall establish a schedule consistent with ORS 327.095, as it may be amended during the term of this contract, for each year of this contract and provide written notification to Bridge Charter School (Bridge Charter Academy) of the schedule.

- (iii) Refund of Unspent Funds. In the event that this contract is revoked or is not renewed by the District, Bridge Charter School (Bridge Charter Academy) shall transfer all assets purchased with public funds as provided in ORS Chapter 338. Bridge Charter School (Bridge Charter Academy) shall be entitled to retain the use of any and all privately solicited funds, provided such retention is in compliance with state and federal law.
- (iv) Other Sources of Funds for Bridge. The parties acknowledge that Bridge Charter School (Bridge Charter Academy) is or may be entitled to other state and federal sources of funds for schools which are not included in the per student amounts described in this contract.
- (v) Outside Funding. Bridge Charter School (Bridge Charter Academy) may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or to the terms of this contract. In the event that Bridge Charter School (Bridge Charter Academy) solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. Management and accounting of these funds is the sole responsibility of Bridge, and will be in accordance with applicable laws and subject to an annual audit.
- (vi) Bridge Charter School (Bridge Charter Academy) shall provide the District with copies of all letters from its auditor to the Bridge Charter School (Bridge Charter Academy) Board.

## 9. Governance and Operation

The Bridge Charter School (Bridge Charter Academy) is governed by the Bridge Educational Foundation which is an exempt 501 3 c corporation. Bridge Educational Foundation shall govern and operate the Bridge Charter School (Bridge Charter Academy) as set forth in its charter proposal to the extent permissible under federal and state law and subject to all conditions of this contract.

### A. Governing Board

The governing board for Bridge Charter School (Bridge Charter Academy) shall be the Bridge Educational Foundation Board and shall consist of a minimum of 3 members and a maximum of 7, or an amount consistent with its Articles of Incorporation and be appointed annually by the Lowell School District Board of Education.

B. Corporate Status

Bridge Educational Education will obtain and maintain status as an Oregon nonprofit corporation. Bridge Educational Foundation agrees to notify and receive approval from the District of any changes in its Bylaws or Articles of Incorporation. Bridge Educational Foundation Articles of Incorporation and/or Bylaws will include a provision specifying that upon dissolution, voluntary or otherwise, assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of Bridge Educational Foundation or required to be turned over to the Oregon Department of Education pursuant to ORS 338(6) shall be returned to the District. Unless a donor or grantor specifically provides otherwise, all gifts, donations and grants are assumed to be to Bridge Educational Foundation, and shall be returned to the District upon dissolution.

Bridge Educational Education shall provide a full copy of all Bridge Educational Education corporate documents to Lowell School District within 30 days of the signing of this contract.

C. Nonreligious, Nonsectarian Status

Bridge Educational Education agrees that it shall operate, in all respects, as a nonsectarian, nonreligious public school. Bridge Charter School (Bridge Charter Academy) shall not be affiliated with any nonpublic sectarian school or religious organization.

D. Nondiscrimination

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

E. Accountability

Bridge Educational Education shall be allowed to establish its own policies. Should a situation arise where Bridge Charter School (Bridge Charter Academy) does not have a policy of its own already in place for, Bridge Charter School (Bridge Charter Academy) will utilize the District's policy for the duration of situation. Subsequent to such a situation Bridge Charter School (Bridge Charter Academy) is allowed to evaluate, and if decided by the Bridge Charter School (Bridge Charter Academy) Board, to develop its own policy. All records established and maintained in accordance with the provisions of this contract, Board policy, and federal and state law shall be open to inspection by the District. Bridge Charter School (Bridge Charter Academy) shall participate in the statewide assessment system developed by the Department of Education. Bridge Charter School (Bridge Charter Academy) is obligated to collect and provide such data

regarding staffing, student enrollment, student records, and school operations, upon request by the District.

F. Public Meetings

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

G. Indigent Students

Bridge Charter School (Bridge Charter Academy) shall waive all fees for indigent students in accordance with District policy and applicable federal and state law. Bridge Charter School (Bridge Charter Academy) shall survey its student population for eligibility for free and reduced lunches under federal and state law.

H. Operational Powers

(i) Bridge Charter School (Bridge Charter Academy) Powers: Subject to the conditions and provisions of this contract, Bridge Educational Foundation through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by Bridge Charter School (Bridge Charter Academy) consistent with law. Bridge Educational Foundation shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this contract): contract for goods and services necessary for the operation of Bridge; prepare a budget; procure liability insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fund raising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this contract. Bridge Educational Education has sole authority to hire, fire and discipline teachers, personnel and staff who are Bridge Charter School (Bridge Charter Academy) employees.

I. Purchasing

Bridge Charter School (Bridge Charter Academy) is allowed the flexibility of purchasing supplies, materials and equipment either through the District or through their own contract with suppliers. Bridge Charter School (Bridge Charter Academy) will follow competitive bidding rules applicable, as required by state law.

J. Third-Party Contracts

Bridge Educational Foundation and Bridge Charter School (Bridge Charter Academy) shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this contract, unless Bridge Educational Education has first submitted such contract

to the District for approval and executed a contract services rider with the District acceptable to the District.

K. Annual Report and Review

Bridge Educational Foundation and Bridge Charter School (Bridge Charter Academy) will submit an annual report by June 30 to the District, which will include, without limitation, the following:

- (i) Summary data on the progress toward meeting its goals and objectives as set forth in its charter proposal and in this contract.
- (ii) Policy development issues.
- (iii) Student attendance and student discipline information.
- (iv) Demographic data, including ethnic and socioeconomic information (e.g., free and reduced lunch data).
- (v) Any other information the District deems necessary to demonstrate that Bridge Charter School (Bridge Charter Academy) is in compliance with state and federal law and the terms of this contract.
- (vi) The Superintendent and Business Manager of the District shall be the contract administrator of this contract and shall be responsible for evaluating compliance for the District. All decisions of the Charter within the financial and fiscal affairs the Charter are subject to the approval of the Superintendent of the District. Bridge Charter School (Bridge Charter Academy) shall provide monthly fiscal reports, on or before the 10<sup>th</sup> day of each month, in the format approved by the District. If requested, Bridge Charter School (Bridge Charter Academy) shall provide additional financial and fiscal reports to the District, within 3 days of request.

L. Term

The Bridge Charter School (Bridge Charter Academy) charter and this contract are to be effective as of the date this contract is signed by both parties and approved by the District Board, and will last for a period of three school years (2016-2019). This contract may be renewed by joint agreement between the District and Bridge.

In the event the contract is not renewed prior to the expiration of the contract, this contract shall terminate at midnight on June 30, 2017.

M. Termination

- (i) Grounds for Termination: The District may revoke the charter and terminate this contract on any of the following grounds:
  - a) Violation of or failure to meet and sustain any terms of this contract or ORS Chapter 338.

- b) Failure to meet the requirements for student performance stated in this contract.
- c) Failure to correct a violation of federal or state law that is described in ORS 338.115.
- d) Failure to maintain insurance as described in this contract.
- e) Failure to maintain financial stability. Failure to maintain financial stability as used in this contract shall mean the continued inability of Bridge Charter School (Bridge Charter Academy) to meet its financial obligations when due.

The District shall provide Bridge Charter School (Bridge Charter Academy) written notice of the existence of any of the grounds set forth above and Bridge Charter School (Bridge Charter Academy) shall have a reasonable opportunity to cure any deficiency before the District takes any action to terminate this contract.

- (ii) Notice and Appeal: The District shall provide 60 days prior written notice of its intent to terminate the charter agreement. Bridge Charter School (Bridge Charter Academy) may appeal the District's decision to terminate the charter agreement directly to District Board. Bridge Charter School (Bridge Charter Academy) may respond to the allegations in the District's written notification by offering documentary evidence. The District Board may, at its discretion, allow oral argument. The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105.
- (iii) Bridge Charter School (Bridge Charter Academy) Decision to Terminate: Should Bridge Charter School (Bridge Charter Academy) choose to terminate this contract and revoke its charter before the end of the contract term, it may do so with the Board's approval upon 180 days advance written notice. Pursuant to ORS 338.105(7), Bridge's governing board may only terminate this charter, dissolve or close a public Bridge Charter School (Bridge Charter Academy) at the end of a semester. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of Bridge Charter School (Bridge Charter Academy) or required to be given to the State Board of Education pursuant to ORS 338.105(6) shall be returned to the District.

#### N. Dissolution

In the event Bridge Charter School (Bridge Charter Academy) should cease operations for whatever reason, including, but not limited to, the nonrenewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of Bridge Charter School (Bridge Charter Academy) provided, however, that in doing so, the District does not assume any liability incurred by Bridge Charter School (Bridge Charter Academy) beyond the funds allocated to it



by the District under this contract. The District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by Bridge Charter School (Bridge Charter Academy) during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of Bridge Charter School (Bridge Charter Academy) or required to be given to the State Board of Education pursuant to ORS 338.105(6) shall be returned to the District.

O. Conflict of Interest

The governing board and any employees of Bridge Charter School (Bridge Charter Academy) shall comply with District policies and regulations and state law regarding public employee and board member ethics and conflicts of interest.

P. Communications

Bridge Charter School (Bridge Charter Academy) shall not disseminate any communication that represents the District in a negative light, or that contains inaccurate or misrepresented information. If the District believes that such a communication has been disseminated, its recourse shall be to ask Bridge Charter School (Bridge Charter Academy) to issue a retraction and/or a corrected statement.

10. Employment Matters

A. Employees of Bridge

The Bridge Charter School (Bridge Charter Academy) Board will make all decisions regarding compensation, promotion, discipline, hiring, and termination of Bridge Charter School (Bridge Charter Academy) employees. Bridge Charter School (Bridge Charter Academy) will set salary and benefits its employees.

B. Payroll and Medical Insurance

Bridge Charter School (Bridge Charter Academy) shall be responsible for payroll, medical insurance, and any other benefits or procedures related to the employment of its staff.

C. Supervision and Evaluation

The Bridge Charter School (Bridge Charter Academy) Board will be responsible for the supervision and evaluation of all Bridge Charter School (Bridge Charter Academy) employees. Bridge Charter School (Bridge Charter Academy) will observe its own policies, applicable collective bargaining agreements, and state and federal law with regard to methods for evaluating staff performance and the resolution of employee-related problems, including complaint and grievance procedures.

D. PERS

Pursuant to ORS Chapter 338, the licensed and classified staff at Bridge Charter School (Bridge Charter Academy) shall participate in the Public Employees Retirement System (PERS) and/or Oregon Public Service Retirement Program (OPSRP).

E. Employee Welfare and Safety

Bridge Charter School (Bridge Charter Academy) shall comply with all applicable federal and state laws concerning employee welfare, safety and health issues.

F. Employee Records

Bridge Charter School (Bridge Charter Academy) shall be responsible for establishing and maintaining personnel records for Bridge Charter School (Bridge Charter Academy) employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records.

G. Employee Conduct

Bridge Charter School (Bridge Charter Academy) shall ensure that its licensed and classified staffs comply with all applicable state laws concerning employee conduct.

H. Substitutes

Bridge Charter School (Bridge Charter Academy) will establish its own substitute pool and arrange for its own substitutes whenever necessary. The District will share its substitute list with Bridge Charter School (Bridge Charter Academy) and will support Bridge Charter School (Bridge Charter Academy) requests for restricted substitute licensure at the request of the Bridge Charter School (Bridge Charter Academy) School Board Chair or designees.

I. Licensure

Bridge Charter School (Bridge Charter Academy) shall abide by the licensure requirements of ORS Chapter 338. All required licensed and classified employees shall meet appropriate State and Federal requirements.

J. Professional Development

Bridge Charter School (Bridge Charter Academy) shall provide professional development opportunities to its employees as provided for in state law. Bridge Charter School (Bridge Charter Academy) teachers and classified staff may participate in Districtwide in-services and training programs upon approval of the District.

Bridge Charter School (Bridge Charter Academy) shall train its teachers in its educational program.

K. TSPC Obligation

The Bridge Charter School (Bridge Charter Academy) Director is responsible for all reporting obligations to TSPC regarding Bridge Charter School (Bridge Charter Academy) employees.

L. Criminal Background Checks

Bridge Charter School (Bridge Charter Academy) shall not knowingly employ any individual for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses as described in state law that prohibit employment in a public school. No later than August 25 of each school year, the Bridge Charter School (Bridge Charter Academy) Board or designee shall provide the District with a list containing the names, job positions, and Social Security numbers of all of Bridge Charter School (Bridge Charter Academy) employees. The list shall also indicate:

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

11. Insurance and Legal Liabilities

A. Insurance

- (i) Provided by Bridge: Bridge Charter School (Bridge Charter Academy) shall, at its own expense, secure and retain and provide proof of the following insurance, with the same carrier as contracted by the district and in the amounts set forth in Exhibit A: directors and officers liability insurance, Commercial General Liability, and personal property insurance. Bridge Charter School (Bridge Charter Academy) will also obtain, at its own expense, any further insurance that the District deems necessary to protect the interests of the District or Bridge.
- (ii) Provided by District: The District will provide property insurance for the Bridge Charter School (Bridge Charter Academy) Charter center.
- (iii) Required Proof of Insurance: No later than August 1, 2016, and at any time thereafter upon the request of the District's business manager, Bridge Charter School (Bridge Charter Academy) shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any

material change, nonrenewal or termination to the attention of the District business manager.

- (iv) Coordination of Risk Management Activities: Bridge Charter School (Bridge Charter Academy) agrees that it will coordinate all risk management activities through the District's business manager, personnel director and safety officer. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims. Bridge Charter School (Bridge Charter Academy) shall not compromise, settle, negotiate or otherwise effect any disposition of potential claims asserted against it without the District's prior written approval.

B. Legal Liabilities

- (i) Non-Exemption: Bridge Charter School (Bridge Charter Academy) shall not be exempt from the following federal and state laws and District policies governing school districts:
  - a) Federal law.
  - b) ORS 30.260 to 30.300 (tort claims).
  - c) ORS 192.410 to 192.505 (Public Records Law).
  - d) ORS 192.610 to 192.690 (Public Meetings Law).
  - e) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
  - f) ORS 326.565, 326.575, and 326.580 (student records).
  - g) ORS 181.539, 326.603, 326.607 and 342.232 (criminal records checks).
  - h) ORS 329.045 (academic content standards and instruction).
  - i) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate).
  - j) ORS 329.496 (physical education).
  - k) The statewide assessment system developed by the Department of Education for mathematics, science and english under ORS 329.485(2).
  - l) ORS 337.150 (textbooks).
  - m) ORS 339.141, 339.147 and 339.155 (tuition and fees).
  - n) ORS 339.250(12) (prohibition on infliction of corporal punishment).

- o) ORS 339.326 (notice concerning students subject to juvenile court petitions).
- p) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse).
- q) ORS Chapter 657 (Employment Department Law).
- r) ORS 659.850, 659.855 and 659.860 (discrimination).
- s) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- t) Health and safety statutes and rules.
- u) Any statute or rule that is listed in this charter agreement.
- v) ORS 339.119 (consideration for educational services).
- w) All provisions of ORS Chapter 338.
- x) Any other Board policy or rule later deemed necessary by the District that does not otherwise materially alter the terms of this contract.
- y) Oregon Administrative Rules developed by the Oregon Department of Education regarding ORS Chapter 338.

(ii) Compliance with District Policy/Rule: Except where otherwise specified in this agreement, Bridge Charter School (Bridge Charter Academy) will comply with all Lowell School District policies and administrative rules.

(iii) Bridge Charter School (Bridge Charter Academy) shall post on its website written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by Bridge’s governing board for District review. The District will notify Bridge Charter School (Bridge Charter Academy) of any submitted policy that the District believes is beyond Bridge’s powers under this contract or is otherwise inconsistent with the terms of this contract so that appropriate remediation can occur.

C. Waiver

Bridge Charter School (Bridge Charter Academy) may request waivers from specific Board policies or regulations and/or state law by submitting the request, in writing, to the District’s Superintendent. Bridge Charter School (Bridge Charter Academy) agrees that no waivers of the District and State academic standards shall be requested.

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

D. Full Faith and Credit

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

E. Indemnification

- (i) Bridge Charter School (Bridge Charter Academy) Indemnifies District: To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, Bridge Charter School (Bridge Charter Academy) agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of Bridge, its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Bridge's operations. Bridge Charter School (Bridge Charter Academy) agrees to indemnify, hold harmless and defend the District from all contract claims in which Bridge Charter School (Bridge Charter Academy) has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

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

F. District Disclaimer of Liability

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

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

G. ADA/504 Obligations

Bridge Charter School (Bridge Charter Academy) acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. Bridge Charter School (Bridge Charter Academy) will indemnify

and hold harmless the District from all claims under these statutes. Bridge Charter School (Bridge Charter Academy) will be responsible for the identification, evaluation, drafting of 504 plans, and implementation of 504 plans for all Bridge Charter School (Bridge Charter Academy) students eligible under Section 504. Bridge Charter School (Bridge Charter Academy) may contract with the District for services to meet Bridge's legal obligation under these statutes as set forth in Exhibit B to this contract.

If major modifications are necessary in order to comply with the ADA and accommodate a student enrolled in Bridge, the District and Bridge Charter School (Bridge Charter Academy) will make efforts to work together to make program and/or structural changes to allow the student access or, if such would constitute an undue burden on Bridge Charter School (Bridge Charter Academy) and/or the District, to locate an alternative location for the student's educational program that complies with the ADA.

12. Transportation

Bridge Charter School (Bridge Charter Academy) students shall obtain transportation through the student's parent/guardian.

- A. The District is not responsible for providing transportation to Bridge Charter School (Bridge Charter Academy) students along existing public school bus lines. If an arrangement is made, the District will charge the actual cost to Bridge Charter School (Bridge Charter Academy) (e.g., per mile charge and driver's hourly wages) if additional buses, routes, or driver hours must be added as a result of the Bridge Charter School (Bridge Charter Academy) ridership.
- B. Nonresident students attending Bridge Charter School (Bridge Charter Academy) will require special arrangements to have access to an existing public school bus line.

13. Miscellaneous Provisions

A. Entire Agreement

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

B. Governing Law

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

C. Assignment



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

D. Terms and Conditions

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

E. Amendment

This contract may be modified or amended only by written agreement between the Bridge Charter School (Bridge Charter Academy) School Board Chair and the District Superintendent or their designees.

F. Notice

Any notice required, or permitted, under this contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the Bridge Charter School (Bridge Charter Academy) Board of Directors at 65 S. Pioneer, Lowell, Oregon, or the office of the Superintendent of the District.

G. No Waiver

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

H. Dispute Resolution

In the event any dispute arises between the District and Bridge Charter School (Bridge Charter Academy) concerning this contract, including, without limitation, the implementation of or waiver from any polices, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and Bridge Charter School (Bridge Charter Academy) are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the Board shall be final and binding on the parties;

provided, however, Bridge Charter School (Bridge Charter Academy) may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

I. Severability

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

J. Delegation

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

K. Prior Actions

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

L. Bridge Charter School (Bridge Charter Academy) Authority to Enter Into Contract

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

M. Submission of all written information and data required in this contract may be effectuated digitally (i.e., via e-mail). When possible, Bridge Charter School (Bridge Charter Academy) will submit data directly to any third party to whom data submission is required.

N. Should the District alter any policies or rules that Bridge Charter School (Bridge Charter Academy) is required, by this contract, to adhere to, Bridge Charter School (Bridge Charter Academy) will have 90 days to effectuate similar changes to its policies and rules.

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

**LOWELL SCHOOL DISTRICT  
EDUCATION**

Lowell School District Board of Directors

**BRIDGE EDUCATIONAL**

Bridge Charter School (Bridge Charter Academy) Board of Directors

DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

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

By: \_\_\_\_\_  
Bridge Charter School (Bridge Charter Academy) Board Chairperson

EXHIBIT A  
INSURANCE REQUIREMENTS

^^

**Bridge**

1. **Liability Insurance for Directors and Officers, Commercial General Liability Insurance, Personal Property Insurance, Honesty Bond, Automobile Liability Insurance, Workers' Compensation Insurance and Unemployment insurance** are to be accessed through the Lowell School District providers at the same level of coverage that is provided to the Lowell School District.

**District**

1. **Property Insurance** on all owned or leased buildings or equipment purchased and/or owned by the District. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis."

## EXHIBIT B

### CONTRACTED AND LEASE SERVICES AGREEMENT

This agreement is made and entered into by and between LOWELL SCHOOL DISTRICT, a political subdivision of the State of Oregon, hereinafter referred to as "Lessor" and The Bridge Charter School (Bridge Charter Academy) Home School Charter Academy, an Oregon non-profit corporation, hereinafter referred to as "Lessee." Lessor hereby leases to Lessee and Lessee hereby accepts the premises described herein according to the following terms and conditions:

1. Unless earlier terminated as provided herein, the term of this lease shall be for a period beginning as of July 31, 2016, and ending June 30, 2019, or at such earlier time as the Bridge Charter School (Bridge Charter Academy) Contract entered into on this date between the parties hereto is terminated.
2. Lessee shall pay rent to Lessor in advance on the first day of each month during the term of this lease. Rental shall be the sum of \$45,000 annually (includes water and garbage) with payment due January 1<sup>st</sup> of each year.
3. Lessee shall use the premises for the purpose of conducting a Bridge Charter School (Bridge Charter Academy) and activities related thereto, within the scope of its non-profit tax exempt purposes, and as set forth in said Bridge Charter School (Bridge Charter Academy) Agreement.
4. Lessor shall maintain fire and extended casualty insurance covering the buildings and improvements on the premises, naming Lessor as the insured thereunder, to the full insurable value thereof. Liability Insurance for Directors and Officers, Commercial General Liability Insurance, Personal Property Insurance, Honesty Bond, Automobile Liability Insurance, Workers' Compensation Insurance and Unemployment insurance are to be accessed through the Lowell School District providers at the same level of coverage that is provided to the Lowell School District. Lessee shall provide proof of such insurance to Lessor prior to September 1, 2016 and from time to time, to Lessor's satisfaction, upon its request.
  - 4a. Lessee shall pay for utilities (heat, electricity, telephone and building security) based on actual usage, calculated by any increase in utilities costs on a monthly basis over the prior year. Lessee shall contract janitorial services provided by Lowell School District, billed monthly at a rate of \$30.00 per room a day equaling \$90.00 per day. (For example: 3 buildings @ \$30 per day x 175 days = \$15,750 annually.)
  - 4b. Lessee shall be responsible for the internal aesthetics of the classroom(s) and office space(s) it occupies.
  - 4c. Lessor shall be responsible for building maintenance and repair, such as leaky faucets, broken windows, furnace filters, grounds keeping etc. Lessor shall be responsible for roof repairs, exterior painting, the parking area, repairing windows and doors, major building maintenance, heating, electrical and plumbing facility repairs and maintenance. However, Lessee shall be responsible for any and all of these expenses if the need for repair results from Lessee's abuse or misuse of the property (e.g., if a student breaks a window or damages a wall). Lessor shall schedule any needed repairs within two business days of notification by Lessee.

5. Lessee will make no unlawful, improper or offensive use of the premises. At the expiration of this lease, Lessee will quit and deliver up the premises, and all additions and improvements thereto to the Lessor or Lessor's successor, peaceably and in as good condition and repair (reasonable use and water, fire and other unavoidable casualties excepted) as the premises are now in or may be put in by the Lessor. Lessee will not suffer or commit any strip or waste of the premises. Lessee may not assign this lease or sublet or permit any other person or persons to occupy the premises without the Lessor's prior written consent. Lessor shall have the right, at reasonable times, to enter into and upon the premises to examine the condition thereof.
6. Lessee may construct minor alterations or improvements to or upon the premises only upon the prior written approval of Lessor. As a condition of such approval, Lessee shall submit to Lessor such plans, diagrams, cost estimates and other documents and information as Lessor may require. All permanent building alterations or improvements made by Lessee shall become the property of the landlord as part of the premises and shall not be removed by Lessee.
7. Lessee shall have the right to erect a sign, so long as the placement is subject to Lessor's approval.
8. Lessor shall ensure that all basic structural aspects of the buildings used by Lessee shall be in "good working order. This includes water faucets, toilets, sinks, lights, electrical outlets, heating, doors and windows. (Refer to Section 4C for responsibility of Lessee.)
9. Both parties are committed to a long-term arrangement, recognizing that Lessor shall be incurring significant costs to renovate the facility for the use of Lessee. Lessee commits to a three-year lease of the facility, contingent upon continued existence of the Academy. The Board of the Academy will not initiate the movement of the Academy during the three-year lease period, nor will it attempt to initiate the formation of a new Bridge Charter School (Bridge Charter Academy) as a means of circumventing the three-year lease commitment. Lessor shall not seek damages if the Academy fails to generate the necessary students required for the Academy to exist. Lessor commits to negotiate, in good faith, a restructuring of the lease, if fewer students attend the Academy than the budget requires.
10. Both the District and the Bridge Charter School (Bridge Charter Academy) Bridge Charter School (Bridge Charter Academy) recognize that the District receives double ADMw for 11% of the Charter students. (For 100 students this would amount to \$71,100 to the District.) The District and Charter believe that the optimum approach toward addressing the needs of alternative students will be to implement a student/teacher model that is year-round and, as such, upon the request of the Charter and with mutual agreement, the District will provide funding to address the unique needs of the Charter students. The cap of per student funding being allocated for such purposes shall be the number of students on current IEP's.
11. The District will provide business services for The Bridge Charter School (Bridge Charter Academy) . In consideration of this service, The Bridge Charter School (Bridge Charter Academy) Charter will remit to the District \$20,000 for business services including auditing

services from July 1, 2016 through June 30, 2017. This provision will be evaluated on a quarterly basis and can be modified with the approval of the District.

12. The Bridge Charter School (Bridge Charter Academy) will utilize the district's student information system (currently E-school). Since it with the understanding that the Bridge Charter School (Bridge Charter Academy) Charter will be using their own Student Information System, the following conditions apply:
  - 12a. The Bridge Charter School (Bridge Charter Academy) Charter Student Information System will be completely and directly compatible with the District Student Information System currently E-School.
  - 12b. The District will cover the E-School per student cost.
13. Health, Nutrition and Social Services to Bridge Charter School (Bridge Charter Academy) Students: Bridge Charter School (Bridge Charter Academy) may contract with the District for Health, Nutrition and Social Services for Bridge Charter School (Bridge Charter Academy) students, including but not limited to student counseling and nursing services, at the District's actual per student cost of providing those services.
14. ELL Services: Bridge Charter School (Bridge Charter Academy) may contract with the District for English Language Learner Services for Bridge Charter School (Bridge Charter Academy) students, including but not limited to materials and instruction, at the District's actual per student cost of providing those services.
15. School Food Services or Milk Program: Bridge Charter School (Bridge Charter Academy) students may participate in the School Food Services or Milk program operated through the District. Bridge Charter School (Bridge Charter Academy) will collect all monies for the Food Services Program or School Milk Program and remit the monies to the District or its designated agent.
16. Technology and/or network services: Bridge Charter School (Bridge Charter Academy) may contract with the District at a negotiated cost.
17. Use of buses for field trips: Bridge Charter School (Bridge Charter Academy) may contract with the District for buses to be used for field trips, contingent upon District scheduling and availability.
18. Failure by the Lessor at any time to require performance by the Lessee of any of the provisions hereof shall in no way affect the Lessor's rights to enforce them, nor shall any waiver by the Lessor of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
19. Lessee shall provide evidence that they have contracted with the same insurer that Lessor utilizes and shall indemnify and hold Lessor harmless from and against any and all claims, liabilities, actions, demands, and damages, including costs and attorney fees incurred in the defense thereof, arising from or relating to Lessee's occupancy of and activities upon the premises.

20. In the event of a default by Lessee under the terms of this lease, the District shall have the right to terminate this lease and remove Lessee from possession and occupancy of the premises. A default by Lessee of its obligations under that said Bridge Charter School (Bridge Charter Academy) Contract shall likewise be deemed a default under the terms of this Lease, in which case Lessor shall have all rights available to it in the event of a default hereunder.
21. In the event of suit or action arising out of or relating to the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees as may be awarded by the court in which such suit or action is tried, heard or decided and on any appeal therefrom.
22. The parties may mutually agree to a cost-sharing arrangement related to any major improvements or renovations of the building and/or property.

We hereby understand and agree to the above terms and conditions stated in the Contracted and Lease Service Agreement between the Lowell School District and The Bridge Charter School (Bridge Charter Academy), as listed in Exhibit B.

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

**LOWELL SCHOOL DISTRICT**

**BRIDGE EDUCATIONAL  
FOUNDATION**

Lowell School District Board of Directors

Bridge Charter School (Bridge Charter Academy) Board of Directors

DATED: \_\_\_\_\_ 2016

DATED: \_\_\_\_\_ 2016

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

By: \_\_\_\_\_  
Bridge Charter School (Bridge Charter Academy) Board Chairperson

By: \_\_\_\_\_  
Lowell School District Representative



**Resolution 2015-16-2 of the Lowell School District Board of Directors Conditionally Approving The Bridge Charter School (Bridge Charter Academy.) Operated by Bridge Educational Foundation.**

**WHEREAS**, the Oregon legislature enacted Oregon Revised Statutes (ORS) Chapter 338 establishing a process for charter school applicants to apply for the creation of a charter school, and the criteria with which a school district shall review and either deny or approve a charter school application; and

**WHEREAS**, on February 22, 2016 the Lowell School District Board of Directors approved and adopted District Policy LBE and Administrative Regulation LBE-AR creating the policy and administrative procedure for reviewing and evaluating a charter school application; and

**WHEREAS**, the Lowell School District received an application for the creation of the Bridge Charter School (Bridge Charter Academy), operated by Bridge Educational Foundation, on February 1, 2016; and

**WHEREAS**, the Lowell School District determined that the application submitted by the Board of Directors of Bridge Educational Foundation on behalf of Bridge Charter School (Bridge Charter Academy) complied with the minimum requirement of ORS Chapter 338 to be considered a complete charter school application; and

**WHEREAS**, the Lowell School District Board of Directors held a public hearing on the provisions of the Bridge Charter School (Bridge Charter Academy) application in compliance with ORS 338.055(1) on February 1, 2016; and

**WHEREAS**, the Lowell School District Board of Directors has reviewed the Bridge Charter School (Bridge Charter Academy) application, the record of the public hearing, including all written and oral testimony, in accordance with ORS Chapter 338 and School District Policy LBE and Administrative Regulation LBE-AR;

**NOW, THEREFORE**, be it resolved by the Lowell School District Board of Directors that the application to create the Bridge Charter School (Bridge Charter Academy) operated by, Bridge Educational Foundation be conditionally approved to operate as a Public Charter School within the Lowell School District for the term of one (3) years beginning operation in September 2016.

**BE IT FURTHER RESOLVED** that this approval to operate as a public charter school with the Lowell School District is conditioned on the following:

1. The successful negotiation and execution of a Charter School Agreement between the applicant and the Lowell School District Board of Directors; and
2. The ability of the applicant to secure a facility for the charter school site to operate within the Lowell School District boundaries by July 1, 2016; and
3. The ability of the applicant to secure the appropriate and necessary occupancy and safety permits for the charter school facility and give proof of these permits to the Lowell School District Board of Directors by August 15, 2016; and
4. The ability of the applicant to secure insurance through Lowell School District's insurer the Lowell School District Charter School Policy LBE and Administrative Regulation LBE-AR and deliver proof of insurance to the Lowell School District Board of Directors by August 30, 2016; and at the same level of coverage the district holds as referenced in the Charter Contract Agreement Exhibit B.
5. The ability of the applicant to offer proof that the financial stability of the charter school is maintained once a facility is secured and the costs associated with that facility are accounted for within the proposed charter school budget.

**IN ACCORDANCE WITH THE ABOVE CONDITIONS BEING MET**, Bridge Charter School (Bridge Charter Academy) is conditionally approved to operate as a public charter school within the Lowell School District for three (3) years beginning in September 2016.

\_\_\_\_\_  
Dennis McCallum, Chair of the Board of Directors of the Lowell School District

Dated: \_\_\_\_\_

Attested to by:

\_\_\_\_\_  
Suzanne Kintzley, Vice Chair of the Board of Directors of the Lowell School District

Dated: \_\_\_\_\_

## PROPERTY USE AGREEMENT

This agreement ("Agreement") is between the **LOWELL SCHOOL DISTRICT #71** ("the District") and **Mountain View Academy**, a charter school organized under the laws of the State of Oregon ("the Charter").

The District hereby offers to the Charter, and the Charter accepts from the District, the right to use the real property, as pictured in Exhibit 1, and more particularly described as follows:

**Mobile Building Systems "Portable" Two Classroom Complex** ("the Property").

The parties agree that the terms of this Agreement are as follows:

1. Term. This Lease shall commence as of the July 1, 2016, and shall terminate on June 30, 2023, unless sooner terminated pursuant to the terms of this Lease regarding termination, or unless extended by the Charter pursuant to any option to renew granted to the Charter within this Agreement
2. Occupy. The Charter shall be free to continue to occupy the building as long as the Charter contract between the District and Mountain View Charter is in effect and subject to terms of this Agreement.
3. Extension of Charter License. The Charter's contract with the District (i.e., the contract written to address the District's sponsoring of the Charter) has a maximum length of five years, meaning this Agreement may extend in length beyond the District's sponsoring contract. This Agreement is written under the assumption that the sponsoring contract will be renewed, thus extending the sponsoring contract beyond the lifetime of this Agreement. Should the sponsoring contract not be renewed, this Agreement will terminate at the same time as the sponsoring contract (i.e., before the full seven year term expires).
4. Rent. During the initial 7 year term, the Charter shall pay \$1,959 in monthly (\$23,500 annually) rent. Each payment is due on or before the first day of the month. If this Agreement begins after the first of the month or this Agreement ends before the last day a month, then the \$1,959 rental payment shall be prorated based on days of occupancy.
5. Rent/Maintenance. Beginning July 1, 2023, the Charter will be required to pay a monthly lease payment ("Rent") to the District in the amount of \$500 per month (\$6,000 annually).

6. Maintenance. In recognition of the ongoing maintenance costs related the building, the District commits to use excess annual rental fees, if available, to maintain or improve the common use facilities of Lundy Elementary School.
7. Use of Property. The Charter shall use the Property for the education of children in grades Kindergarten through Eighth Grade. The Property shall not be used for any other purpose, unless prior written permission is received from the District; such permission shall not be unreasonably withheld. If any use of the Property by the Charter set forth above becomes prohibited by law or governmental regulation, this Agreement shall terminate. In that event, the Charter shall be given a reasonable period of time to make alternate arrangements for a location of its operations, pursuant to the Rights Upon Termination clause herein.
8. Parking. The Charter and its employees may park in the common parking area adjacent to the Property during operating house as defined in Section 3.
9. The District's Covenants. The District covenants as follows: it is fully authorized to make this Agreement; possession of the Property has been delivered to the Charter free of other tenants and of conflicting claims; use of the Property by the Charter, as set forth in Paragraph Three, is not, as of the date of commencement of the Agreement, in violation of any federal, state, or local statute, regulation or ordinance; and, on payment of the rent and performance of the covenants of this Agreement, the Charter will enjoy the rights and benefits granted by this Agreement free from interference by any third party.
10. Maintenance and Repair of Property. The District shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roofs, doors, and windows, sidewalks, and parking area surface on the Property. The Charter shall furnish and install all exterior bulbs and ballast. The Charter shall promptly repair damages caused by its employees or clientele to the Property. The Charter may use common areas on the District campus after coordinating with the District, keeping in mind the ages and needs of other educational units on campus.
11. Services and Utilities. The Charter has caused the utilities and services listed below to be furnished to the Property. Charge for utilities consumed and services furnished shall be paid as indicated:

<u>Utility or Service</u>	<u>Charges Paid By:</u>	
	<u>District</u>	<u>The Charter</u>
Electric	0	100%
Janitorial Service	0	100%
Janitorial Supplies	0	100%
Window Washing	0	100%

Water	100%	0
Sewer	100%	0
Gas	100%	0
Fuel Oil	100%	0
Trash Removal	100%	0

12. Indemnification. The Charter shall indemnify, defend, and hold harmless the District, including its officers, employees, and agents, from all liability and claims resulting from the Charter or its officers', contractors', employees', or agents' acts in furtherance of rights or duties contemplated by this Agreement. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, and costs (e.g., medical costs and attorney fees); property damage is included in the definition of possible value and benefit that might result in claims.
13. Insurance. The Charter shall indemnify, defend, and hold harmless the District consistent with the limits established in the Master Building Lease Agreement between the District and the Charter. The Charter will furnish to the District, before or upon execution of this Agreement, and as evidence of having obtained the insurance coverage specified herein, an original Certificate of Insurance.
14. Assignment and Subletting. The Charter shall not have the right to sublet the Property in part or in whole or to assign any rights and duties contemplated by this Agreement. The Charter shall, with prior written consent of the District, have the right to sublease space within the Charter building to another entity that will enhance the operations of the Charter school.
15. Default. The Charter shall not be in default under this Agreement until written notice of the unperformed obligation has been given and the obligation remains unperformed for 15 days after notice, in the case of payment of rent, or for 30 days after notice in the case of other obligations. If the obligation cannot be performed within the 30-day period, there shall be no default when the Charter reasonably assures the District of its good faith effort to perform the obligation within the initial 30-day period and its continued diligence to complete performance. The District shall not be in default under this Agreement until written notice of the unperformed obligation has been given and the obligation remains unperformed for 30 days after notice. If the obligation cannot be performed within the 30-day period, there shall be no default when the District commences a good faith effort to perform the obligation within the initial 30-day period and continues diligently to complete performance. In case of default by the District or the Charter, the other party shall be entitled to recover damages or any other remedy provided by applicable law, or the non-defaulting party may elect to perform the defaulting party's obligation, in which case the cost of such performance shall be immediately recoverable from the defaulting

party, including attorney fees and costs. If the Charter makes any such expenditure as the non-defaulting party, the Charter may offset such expenditures against the rent.

16. Notices. Notices between the parties shall be in writing, sent by first-class mail, becoming effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lowell School District #71 45 South Moss Street Lowell, OR 97452	Mountain View Charter School 45 South Moss Street Lowell, OR 97452
--	--

17. Holdover. As referenced in Article 1, at the end of 7 years, the Charter will not be required to make lease payments, but shall be responsible for all other definitions and agreements contained within this lease.
18. Modifications. This Agreement may be modified only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.
19. Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.
20. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
21. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.
22. Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
23. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DISTRICT AND THE CHARTER, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

This Agreement shall not become effective until the date of the last signature, and shall not be binding upon either party until it has been executed, in the signature spaces provided below, by all parties to this agreement.

DISTRICT

THE CHARTER

Lowell School District #71

Mountain View Academy

By \_\_\_\_\_

By \_\_\_\_\_

Name: Dennis McCallum  
Title: President, Board of Directors

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

Date: February 22, 2016

Date: \_\_\_\_\_



**EXHIBIT A**

**February 12, 2016**

**Client:** Lowell School District  
**From:** Alan Rasmussen, Account/Project Manager  
**Reference:** 28 x 68 Custom Modular Classroom

**Place of Performance:**  
Lowell, Or

**Primary Point of Contact:**  
Walt Hanline  
209-765-4818  
whanline@nationalleadership.net

**Scope:**

Modern Building Systems proposes the following:

- Building floor plan as per attached.
- Provide State of Oregon Building insignias.
- Site improvements: excavation, rock placement, backfill, final grading with drain rock, storm water piping, power trenching and conduit, build up rock base and slope, flatwork at entry and concrete sidewalk.
- Upgrade electrical service from existing 200 amp meter service to 400 amp service and connect new building.
- Deliver modules to site.
- Install modules onto pit set block and level foundation provided by Modern Building Systems, complete with pressure treated skirt package and structural tie-downs.
- Complete exterior and interior finishes on the building.
- Provide necessary building plans and engineering documents for building permits to be paid & acquired by Lowell School District.
- Pricing and procurement utilizing Intermountain ESD cooperative purchasing agreement.
- Payment terms: 25% at PO issue, 50% to ship, 20% substantial completion, 5% final sign off.

Oregon  
9493 Porter Rd.  
Aumsville, OR 97325

Washington  
1550 Thornton Ave. SW  
Pacific, WA 98047

California  
605 Sutter St.  
West Sacramento, CA 95691

Georgia  
312 Crosstown Rd., #183  
Peachtree, GA 30269

**Total Pricing:**

- Modular Classroom Per Selected Options \$94,015
- Site Work – TBD \$35,747
  - Add 1% Admin Fee Inter Mountain ESD \$1,297
  - **TOTAL** \$131,059

ITEM	QTY.	COST	TOTAL
<b>Base Building per Request</b>			
28 x 64 Double Classroom Setup w/ Tie Downs & Skirting	1	\$77,900	\$77,900
add VCT or Carpet Flooring	1	\$6,000	\$6,000
add Delivery	1	\$1,250	\$1,250
add Gutters	1	\$1,000	\$1,000
add 18" Roof Overhangs	1	\$3,250	\$3,250
add Interior Passage Door	1	\$500	\$500
add Pre Wired Data Box & Raceway	2	\$95	\$190
add Recessed Box, (2) 2" Conduit Up & (1) Down for Low Voltage	1	\$275	\$275
add Hardi Lap Siding	1	\$3,650	\$3,650
Turnkey Site Work	1	\$35,747	\$35,747

**Upgrade Options:**

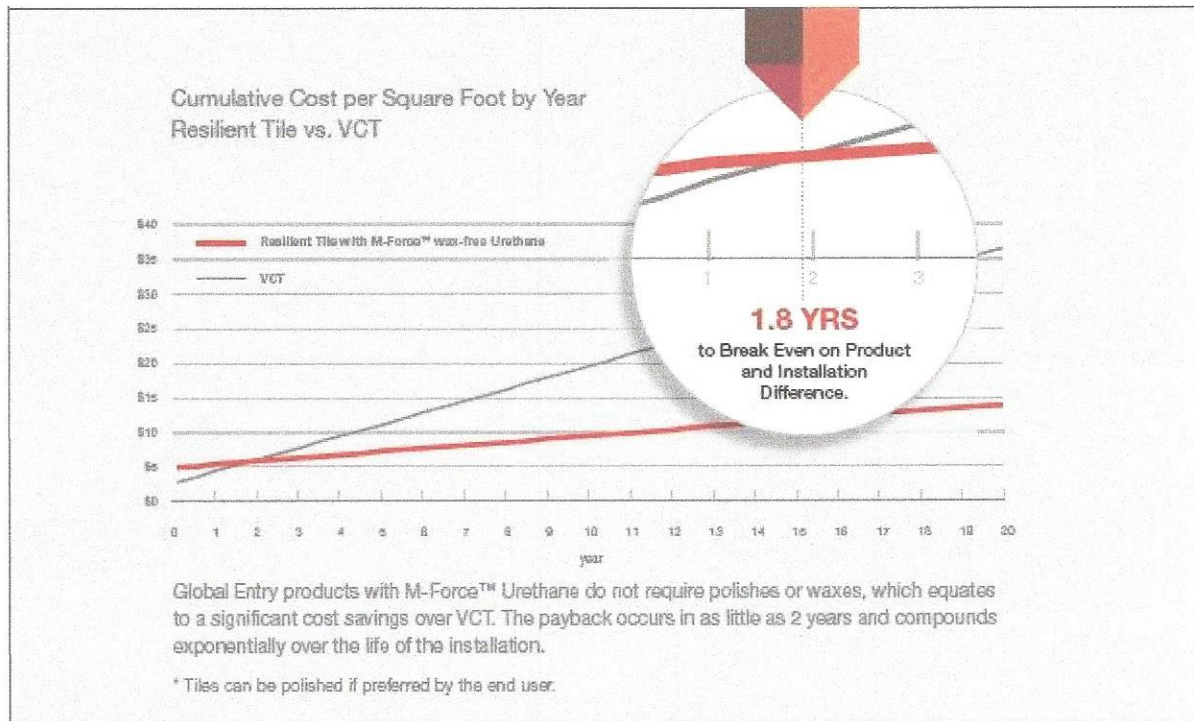
- Upgrade to LVT Flooring: \$2,895

Oregon  
9493 Porter Rd.  
Aumsville, OR 97325

Washington  
1550 Thornton Ave. SW  
Pacific, WA 98047

California  
605 Sutter St.  
West Sacramento, CA 95691

Georgia  
312 Crosstown Rd., #183  
Peachtree, GA 30269



It is our pleasure to provide this proposal to you. I look forward to the prospect of working together again and bringing this building to your school district. If you should have any questions please contact me at your convenience.

Sincerely,

Alan Rasmussen

Modern Building Systems, Inc.  
Account/Project Manager  
503-749-4949 Office  
503-930-1968 Cell  
[arasmussen@modernbuildingsystems.com](mailto:arasmussen@modernbuildingsystems.com)

Oregon  
9493 Porter Rd.  
Aumsville, OR 97325

Washington  
1550 Thornton Ave. SW  
Pacific, WA 98047

California  
605 Sutter St.  
West Sacramento, CA 95691

Georgia  
312 Crosstown Rd., #183  
Peachtree, GA 30269

**Lundy Elementary Heating Fuel Purchases**

Lundy Elementary Square Footage: 38,062

MVA Charter West Wing Estimated Square Footage: 6,090 (16%)

Fiscal Year 2013-14					Fiscal Year 2014-15					Over/ (Under)	Fiscal Year 2015-16					Over/ (Under)
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt		Delivered:	Gallons	Amount	Price/Gal	YTD Amt	
9/25/2013	1,500	\$4,651.25	\$3.10083	\$4,651.25	9/24/2014	2,412	\$7,379.51	\$3.05950	\$7,379.51	\$2,728.26	9/22/2015	1,800	\$3,530.30	\$1.96128	\$3,530.30	(\$3,849.21)
11/26/2013	1,500	\$4,649.25	\$3.09950	\$9,300.50			\$0.00		\$7,379.51						\$3,530.30	(\$3,849.21)
12/24/2013	2,200	\$7,041.83	\$3.20083	\$16,342.33	12/31/2014	2,201	\$4,400.90	\$1.99950	\$11,780.41	(\$4,561.92)	1/4/2016	1,500	\$2,401.92	\$1.60128	\$5,932.22	(\$5,848.19)
1/22/2014	1,500	\$4,711.25	\$3.14083	\$21,053.58	2/18/2015	1,501	\$3,391.51	\$2.25950	\$15,171.92	(\$5,881.66)						
3/19/2014	1,500	\$4,711.25	\$3.14083	\$25,764.83			\$0.00		\$15,171.92	(\$10,592.91)						
Totals	8,200	\$25,764.83	\$3.14205		Totals	6,114	\$15,171.92	\$2.48151			Totals	3,300	\$5,932.22	\$1.79764		

**Mountain View Charter School**  
**2015-16 General Fund Financial Summary**  
**January 31, 2016**

	<b>Budget</b>	<b>Actual: Jul-Jan</b>		<b>Projected: Feb-Jun</b>		<b>Projected for Year</b>	<b>Over/(Under) Budget</b>		
<b>Resources</b>									
State School Fund	661,250	312,316	47.2%	318,335	48.1%	630,651	(30,599)	-4.9%	(1)
Donations	5,000	1,850	37.0%			1,850	(3,150)	-170.3%	(2)
Open Enrollment	10,500			10,500		10,500			
Fundraising		336				336	336		
Interest	50		0.0%			-	(50)		
<b>Total Revenues</b>	<b>676,800</b>	<b>314,502</b>	<b>46.5%</b>	<b>328,835</b>	<b>48.6%</b>	<b>643,337</b>	<b>(33,463)</b>	<b>-5.2%</b>	
Beginning Fund Balance	40,000	15,691		-		15,691	(24,309)	-154.9%	
<b>Total Resources</b>	<b>716,800</b>	<b>330,194</b>	<b>46.1%</b>	<b>328,835</b>	<b>45.9%</b>	<b>659,029</b>	<b>(57,771)</b>	<b>-8.8%</b>	
<b>Requirements</b>									
Salaries	347,495	154,472	44.5%	202,884	58.4%	357,356	9,861	2.8%	(3)
Benefits	138,461	60,675	43.8%	70,882	51.2%	131,556	(6,905)	-5.2%	(4)
Purchased Services	96,877	59,300	61.2%	42,200	43.6%	101,500	4,623	4.6%	(5)
Supplies and Materials	28,495	27,798	97.6%	4,715	16.5%	32,513	4,018	12.4%	(6)
Capital Outlay		-				-	-	-	
Other	5,250	4,993		450		5,443	193	3.6%	
Transfers		-				-	-		
<b>Total Expenditures</b>	<b>616,578</b>	<b>307,238</b>	<b>49.8%</b>	<b>321,131</b>	<b>52.1%</b>	<b>628,370</b>	<b>11,791</b>	<b>1.9%</b>	
Contingency/Carryover	100,222	22,955	22.9%	7,704	7.7%	30,659	(69,563)	-226.9%	(7)
<b>Total Requirements</b>	<b>716,800</b>	<b>330,194</b>	<b>46.1%</b>	<b>328,835</b>	<b>45.9%</b>	<b>659,029</b>	<b>(57,771)</b>	<b>-8.8%</b>	

Notes:

- (1) Budget was based on 115 students; projection is based on the 109 students when school started. Current total number of students is 110.
- (2) Projected donations adjusted downward \$3,400.
- (3) July & August salaries of \$2,850 were not budgeted. Projection reflects new employment agreement with Executive Director as of 1/1/16, which places previously budgeted PERS and health insurance into salaries; office secretary hours are higher than budget as a result of reduced Exec. Dir. office hours.
- (4) September includes an extra month of health insurance premiums not budgeted, \$3,225. Projection reflects new Exec. Dir. contract as of 1/1/16.
- (5) Includes attorney fees of \$8,000 not budgeted.
- (6) Includes unbudgeted but board approved Chromebooks for \$3,187.
- (7) Estimated carryover is 4.7% of the total budget.

**Mountain View Charter School**  
**2015-16 Activity Fund Financial Summary**  
**January 31, 2016**

	<b>Budget</b>	<b>Actual: Jul-Jan</b>	<b>Projected: Dec-Jun</b>	<b>Projected for Year</b>	<b>Over/(Under) Budget</b>	
<b>Resources</b>						
Activity Fees	24,750	27,074	-	27,074	2,324	8.6%
<b>Total Revenues</b>	<b>24,750</b>	<b>27,074</b>	<b>-</b>	<b>27,074</b>	<b>2,324</b>	<b>8.6%</b>
Beginning Fund Balance	20,000	1,034		1,034		
<b>Total Resources</b>	<b>44,750</b>	<b>28,108</b>	<b>-</b>	<b>28,108</b>	<b>2,324</b>	<b>8.3%</b>
<b>Requirements</b>						
Salaries						
Benefits						
Purchased Services						
Supplies and Materials	24,750	11,094	10,500	21,594	(3,156)	-14.6%
Capital Outlay						
Other		25		25	25	100.0%
Transfers						
<b>Total Expenditures</b>	<b>24,750</b>	<b>11,118</b>	<b>10,500</b>	<b>21,618</b>	<b>(3,132)</b>	<b>-14.5%</b>
Contingency/Carryover	20,000	16,989	(10,500)	6,489	5,456	
<b>Total Requirements</b>	<b>44,750</b>	<b>28,108</b>	<b>-</b>	<b>28,108</b>	<b>2,324</b>	<b>8.3%</b>

**Mt. View Academy  
Balance Sheet  
As of January 31, 2016**

	Jan 31, 16
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100-101 - Banner Checking	52,154.09
100-103 - Petty Cash	1,000.00
Total Checking/Savings	53,154.09
Total Current Assets	53,154.09
<b>TOTAL ASSETS</b>	<b>53,154.09</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100-471.001 Federal Withhold	1,339.00
100-471.004 Soc Sec Emp	2,161.25
100-471.005 WBF Assess Emp	16.30
100-472.002 Health Ins EE	27.35
100-472.003 FSA EE	212.50
100-473.001 PERS	3,943.17
100-473.002 PERS Pickup	1,341.16
100-473.003 Health Ins ER	-27.35
100-473.004 Workers' Comp	-105.43
100-473.006 FSA ER	-100.00
24000 - Payroll Liabilities	4,401.47
Total Other Current Liabilities	13,209.42
Total Current Liabilities	13,209.42
Total Liabilities	13,209.42
Equity	
5400-Beg. Fund Balance	1,990.17
32000 - Unrestricted Net Assets	14,734.89
Net Income	23,219.61
Total Equity	39,944.67
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>53,154.09</b>

**Mt. View Academy**  
**Profit & Loss**  
**July 2015 through January 2016**

	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	TOTAL
<b>Income</b>								
<b>100 - Revenues</b>								
1760 - Fundraising	0.00	0.00	56.00	0.00	0.00	0.00	280.40	336.40
1920 - Donations	0.00	250.00	0.00	0.00	0.00	1,600.00	0.00	1,850.00
3101 - State School Fund Grant	0.00	102,703.00	0.00	52,065.00	52,385.00	52,554.00	52,609.00	312,316.00
<b>Total 100 - Revenues</b>	0.00	102,953.00	56.00	52,065.00	52,385.00	54,154.00	52,889.40	314,502.40
<b>200 - Special Revenues</b>								
1740 - Fees	17,637.84	980.00	6,499.05	607.16	475.00	75.00	800.00	27,074.05
<b>Total 200 - Special Revenues</b>	17,637.84	980.00	6,499.05	607.16	475.00	75.00	800.00	27,074.05
<b>Total Income</b>	17,637.84	103,933.00	6,555.05	52,672.16	52,860.00	54,229.00	53,689.40	341,576.45
<b>Gross Profit</b>	17,637.84	103,933.00	6,555.05	52,672.16	52,860.00	54,229.00	53,689.40	341,576.45
<b>Expense</b>								
<b>100 - Expenditures</b>								
<b>1111 - Elementary</b>								
111 - Licensed Salaries	500.00	700.00	20,403.31	19,833.31	19,833.31	19,833.31	19,833.31	100,936.55
112 - Classified Salaries	0.00	230.00	980.00	2,390.00	1,860.00	2,217.75	1,357.69	9,035.44
121 - Substitute - Licensed	0.00	0.00	0.00	1,489.20	421.94	0.00	0.00	1,911.14
122 - Substitute - Classified	0.00	0.00	0.00	92.50	346.88	0.00	0.00	439.38
211 - PERS	-82.79	149.06	3,189.31	3,261.64	3,232.33	3,637.81	3,206.07	16,593.43
220 - FICA	38.25	71.14	1,574.29	1,759.56	1,656.77	1,625.36	1,559.57	8,284.94
231 - Workers' Compensation	2.80	5.39	110.11	132.13	122.18	120.05	110.28	602.94
232 - Unemployment Insurance	13.64	25.52	620.11	690.36	651.39	639.49	614.57	3,255.08
241 - Health Insurance	0.00	0.00	5,585.23	2,798.53	2,752.42	2,752.42	2,752.42	16,641.02
410 - Supplies	79.98	2,373.63	397.34	978.46	0.00	0.00	-11.51	3,817.90
420 - Textbooks	0.00	8,846.49	292.93	1,966.24	-145.48	0.00	685.38	11,645.56
<b>Total 1111 - Elementary</b>	551.88	12,401.23	33,152.63	35,391.93	30,731.74	30,826.19	30,107.78	173,163.38
<b>1121 - Middle/Junior High</b>								
111 - Licensed Salaries	100.00	100.00	3,085.10	2,985.10	2,985.10	2,985.10	2,985.10	15,225.50
211 - PERS	17.64	17.64	544.21	526.57	526.57	526.57	526.57	2,685.77
220 - FICA	7.65	7.65	227.42	219.75	219.76	219.76	219.75	1,121.74
231 - Workers' Compensation	0.56	0.56	14.95	16.17	15.82	15.82	15.22	79.10
232 - Unemployment Insurance	2.73	2.73	89.46	86.57	86.57	86.57	86.57	441.20
241 - Health Insurance	0.00	0.00	330.64	165.32	165.32	165.32	165.32	991.92
410 - Supplies	0.00	263.74	22.94	268.77	0.00	0.00	0.00	555.45
420 - Textbooks	0.00	982.95	32.55	184.24	0.00	0.00	89.69	1,289.43
<b>Total 1121 - Middle/Junior High</b>	128.58	1,375.27	4,347.27	4,452.49	3,999.14	3,999.14	4,088.22	22,390.11
<b>2130 - Health Services</b>								
410 - Supplies	0.00	0.00	0.00	21.56	0.00	0.00	0.00	21.56
<b>Total 2130 - Health Services</b>	0.00	0.00	0.00	21.56	0.00	0.00	0.00	21.56
<b>2240 - Professional Development</b>								
312 - Instructional Prog. Impr.	0.00	0.00	0.00	500.00	0.00	0.00	583.55	1,083.55
318 - Non-instructional Prg Imp	0.00	1,000.00	0.00	0.00	0.00	150.00	398.76	1,548.76
<b>Total 2240 - Professional Development</b>	0.00	1,000.00	0.00	500.00	0.00	150.00	982.31	2,632.31



**Mt. View Academy**  
**Profit & Loss**  
**July 2015 through January 2016**

	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	TOTAL
<b>2310 - Board of Education</b>								
382 - Legal Services	0.00	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00
410 - Supplies	0.00	0.00	49.28	44.25	0.00	0.00	46.65	140.18
651 - Liability Insurance	-626.00	5,040.00	0.00	0.00	0.00	0.00	0.00	4,414.00
<b>Total 2310 - Board of Education</b>	<b>-626.00</b>	<b>13,040.00</b>	<b>49.28</b>	<b>44.25</b>	<b>0.00</b>	<b>0.00</b>	<b>46.65</b>	<b>12,554.18</b>
<b>2321 - Executive Administration</b>								
113 - Administrative Salaries	100.00	100.00	2,933.33	3,021.00	3,021.00	3,021.00	3,800.00	15,996.33
114 - Managerial-Confidential	922.50	517.50	1,665.00	2,400.00	2,220.00	2,010.00	1,192.50	10,927.50
211 - PERS	180.38	108.93	811.15	956.26	924.51	887.46	210.36	4,079.05
220 - FICA	78.22	47.24	351.78	414.70	400.94	384.87	381.93	2,059.68
231 - Workers' Compensation	5.95	3.58	24.64	30.34	28.94	27.72	25.17	146.34
232 - Unemployment Insurance	27.87	16.84	133.35	157.21	151.98	145.90	144.78	777.93
241 - Health Insurance	0.00	0.00	931.90	578.84	590.08	590.08	223.50	2,914.40
353 - Postage	0.00	69.46	0.00	117.00	0.00	0.00	115.90	302.36
354 - Advertising	0.00	0.00	0.00	0.00	0.00	0.00	232.10	232.10
410 - Supplies	34.48	255.64	113.19	990.02	238.13	0.00	71.88	1,703.34
640 - Dues and Fees	0.00	0.00	55.00	0.00	120.00	0.00	120.00	295.00
<b>Total 2321 - Executive Administration</b>	<b>1,349.40</b>	<b>1,119.19</b>	<b>7,019.34</b>	<b>8,665.37</b>	<b>7,695.58</b>	<b>7,067.03</b>	<b>6,518.12</b>	<b>39,434.03</b>
<b>2520 - Fiscal Services</b>								
389 - Other Professional Svcs	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,141.67	13,141.69
640 - Dues and Fees	0.00	0.00	107.95	122.66	0.00	53.83	0.00	284.44
<b>Total 2520 - Fiscal Services</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>1,774.62</b>	<b>1,789.33</b>	<b>1,666.67</b>	<b>1,720.50</b>	<b>3,141.67</b>	<b>13,426.13</b>
<b>2542 - Building Maintenance</b>								
321 - Cleaning Services	0.00	0.00	0.00	0.00	640.00	360.00	240.00	1,240.00
322 - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	922.78	922.78
324 - Rentals	2,300.00	3,975.00	3,975.00	3,975.00	3,975.00	3,975.00	3,975.00	26,150.00
325 - Electricity	62.81	71.29	199.86	227.45	244.30	843.27	680.05	2,329.03
351 - Telephone	124.36	125.36	126.99	363.03	260.24	214.92	303.39	1,518.29
410 - Supplies	0.00	78.66	337.88	1,322.91	93.99	24.38	278.04	2,135.86
460 - Non-consumables	0.00	0.00	0.00	0.00	219.24	0.00	0.00	219.24
<b>Total 2542 - Building Maintenance</b>	<b>2,487.17</b>	<b>4,250.31</b>	<b>4,639.73</b>	<b>5,888.39</b>	<b>5,432.77</b>	<b>5,417.57</b>	<b>6,399.26</b>	<b>34,515.20</b>
<b>2550 - Transportation</b>								
352 - Student transportation	0.00	0.00	438.60	0.00	0.00	0.00	0.00	438.60
<b>Total 2550 - Transportation</b>	<b>0.00</b>	<b>0.00</b>	<b>438.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>438.60</b>
<b>2574 - Printing Services</b>								
324 - Copier Rental	178.00	178.00	178.00	178.00	178.00	178.00	178.00	1,246.00
355 - Printing	0.00	56.86	63.20	220.18	271.77	99.96	337.19	1,049.16
<b>Total 2574 - Printing Services</b>	<b>178.00</b>	<b>234.86</b>	<b>241.20</b>	<b>398.18</b>	<b>449.77</b>	<b>277.96</b>	<b>515.19</b>	<b>2,295.16</b>
<b>2661 - Technology Services</b>								
310 - Instr, Prof & Tech Svcs	0.00	0.00	0.00	97.99	0.00	0.00	0.00	97.99
460 - Non-consumable Items	0.00	0.00	974.99	3,187.47	0.00	0.00	95.71	4,258.17
470 - Computer Software	0.00	0.00	1,942.09	17.50	17.50	0.00	34.51	2,011.60
<b>Total 2661 - Technology Services</b>	<b>0.00</b>	<b>0.00</b>	<b>2,917.08</b>	<b>3,302.96</b>	<b>17.50</b>	<b>0.00</b>	<b>130.22</b>	<b>6,367.76</b>
<b>Total 100 - Expenditures</b>	<b>5,735.70</b>	<b>35,087.53</b>	<b>54,579.75</b>	<b>60,454.46</b>	<b>49,993.17</b>	<b>49,458.39</b>	<b>51,929.42</b>	<b>307,238.42</b>

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Accrual Basis

**Mt. View Academy**  
**Profit & Loss**  
July 2015 through January 2016

	<u>Jul 15</u>	<u>Aug 15</u>	<u>Sep 15</u>	<u>Oct 15</u>	<u>Nov 15</u>	<u>Dec 15</u>	<u>Jan 16</u>	<u>TOTAL</u>
<b>200 - Activity Expenditures</b>								
<b>1111 - Elementary</b>								
410 - Supplies	583.67	382.74	3,289.37	4,086.93	803.90	658.00	1,289.16	11,093.77
640 - Dues & Fees	3.65	3.65	0.00	7.30	0.00	3.65	6.40	24.65
<b>Total 1111 - Elementary</b>	<u>587.32</u>	<u>386.39</u>	<u>3,289.37</u>	<u>4,094.23</u>	<u>803.90</u>	<u>661.65</u>	<u>1,295.56</u>	<u>11,118.42</u>
<b>Total 200 - Activity Expenditures</b>	587.32	386.39	3,289.37	4,094.23	803.90	661.65	1,295.56	11,118.42
<b>66000 - Payroll Expenses</b>	0.00	0.00	0.00	0.00	0.00	-0.01	0.01	0.00
<b>Total Expense</b>	<u>6,323.02</u>	<u>35,473.92</u>	<u>57,869.12</u>	<u>64,548.69</u>	<u>50,797.07</u>	<u>50,120.03</u>	<u>53,224.99</u>	<u>318,356.84</u>
<b>Net Income</b>	<u><u>11,314.82</u></u>	<u><u>68,459.08</u></u>	<u><u>-51,314.07</u></u>	<u><u>-11,876.53</u></u>	<u><u>2,062.93</u></u>	<u><u>4,108.97</u></u>	<u><u>464.41</u></u>	<u><u>23,219.61</u></u>

**Mt. View Academy**  
**Profit & Loss Budget vs. Actual**  
July 2015 through January 2016

	Jul '15 - Jan 16	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>100 - Revenues</b>				
1510 - Interest Income	0.00	50.00	-50.00	0.0%
1760 - Fundraising	336.40	0.00	336.40	100.0%
1920 - Donations	1,850.00	5,000.00	-3,150.00	37.0%
1990 - Other Income	0.00	10,500.00	-10,500.00	0.0%
3101 - State School Fund Grant	312,316.00	661,250.00	-348,934.00	47.2%
<b>Total 100 - Revenues</b>	314,502.40	676,800.00	-362,297.60	46.5%
<b>200 - Special Revenues</b>				
1740 - Fees	27,074.05	24,750.00	2,324.05	109.4%
<b>Total 200 - Special Revenues</b>	27,074.05	24,750.00	2,324.05	109.4%
<b>Total Income</b>	341,576.45	701,550.00	-359,973.55	48.7%
<b>Gross Profit</b>	341,576.45	701,550.00	-359,973.55	48.7%
<b>Expense</b>				
<b>100 - Expenditures</b>				
<b>1111 - Elementary</b>				
111 - Licensed Salaries	100,936.55	237,999.87	-137,063.32	42.4%
112 - Classified Salaries	9,035.44	18,850.00	-9,814.56	47.9%
121 - Substitute - Licensed	1,911.14	6,125.00	-4,213.86	31.2%
122 - Substitute - Classified	439.38	0.00	439.38	100.0%
211 - PERS	16,593.43	45,308.32	-28,714.89	36.6%
220 - FICA	8,284.94	20,117.58	-11,832.64	41.2%
231 - Workers' Compensation	602.94	1,314.87	-711.93	45.9%
232 - Unemployment Insurance	3,255.08	7,626.27	-4,371.19	42.7%
241 - Health Insurance	16,641.02	28,000.00	-11,358.98	59.4%
410 - Supplies	3,817.90	6,300.00	-2,482.10	60.6%
420 - Textbooks	11,645.56	13,500.00	-1,854.44	86.3%
<b>Total 1111 - Elementary</b>	173,163.38	385,141.91	-211,978.53	45.0%
<b>1121 - Middle/Junior High</b>				
111 - Licensed Salaries	15,225.50	33,999.97	-18,774.47	44.8%
121 - Substitute - Licensed	0.00	875.00	-875.00	0.0%
211 - PERS	2,685.77	5,997.60	-3,311.83	44.8%
220 - FICA	1,121.74	2,667.94	-1,546.20	42.0%
231 - Workers' Compensation	79.10	174.37	-95.27	45.4%
232 - Unemployment Insurance	441.20	1,011.37	-570.17	43.6%
241 - Health Insurance	991.92	4,000.00	-3,008.08	24.8%
410 - Supplies	555.45	700.00	-144.55	79.4%
420 - Textbooks	1,289.43	1,500.00	-210.57	86.0%
<b>Total 1121 - Middle/Junior High</b>	22,390.11	50,926.25	-28,536.14	44.0%
<b>2130 - Health Services</b>				
410 - Supplies	21.56	200.00	-178.44	10.8%
<b>Total 2130 - Health Services</b>	21.56	200.00	-178.44	10.8%
<b>2240 - Professional Development</b>				
312 - Instructional Prog. Impr.	1,083.55	8,000.00	-6,916.45	13.5%
318 - Non-instructional Prg Imp	1,548.76	2,000.00	-451.24	77.4%
<b>Total 2240 - Professional Development</b>	2,632.31	10,000.00	-7,367.69	26.3%
<b>2310 - Board of Education</b>				
382 - Legal Services	8,000.00	0.00	8,000.00	100.0%
410 - Supplies	140.18	4,500.00	-4,359.82	98.1%
651 - Liability Insurance	4,414.00	4,500.00	-86.00	98.1%
<b>Total 2310 - Board of Education</b>	12,554.18	4,500.00	8,054.18	279.0%

**Mt. View Academy**  
**Profit & Loss Budget vs. Actual**  
**July 2015 through January 2016**

	Jul '15 - Jan 16	Budget	\$ Over Budget	% of Budget
<b>2321 - Executive Administration</b>				
113 - Administrative Salaries	15,996.33	34,000.00	-18,003.67	47.0%
114 - Managerial-Confidential	10,927.50	15,645.00	-4,717.50	69.8%
211 - PERS	4,079.05	8,757.38	-4,678.33	46.6%
220 - FICA	2,059.68	3,797.84	-1,738.16	54.2%
231 - Workers' Compensation	146.34	248.23	-101.89	59.0%
232 - Unemployment Insurance	777.93	1,439.71	-661.78	54.0%
241 - Health Insurance	2,914.40	8,000.00	-5,085.60	36.4%
353 - Postage	302.36	275.00	27.36	109.9%
354 - Advertising	232.10	3,000.00	-2,767.90	7.7%
410 - Supplies	1,703.34	2,800.00	-1,096.66	60.8%
460 - Non-consumables	0.00	500.00	-500.00	0.0%
640 - Dues and Fees	295.00	750.00	-455.00	39.3%
<b>Total 2321 - Executive Administration</b>	<b>39,434.03</b>	<b>79,213.16</b>	<b>-39,779.13</b>	<b>49.8%</b>
<b>2520 - Fiscal Services</b>				
389 - Other Professional Svcs	13,141.69	20,000.00	-6,858.31	65.7%
410 - Supplies	0.00	0.00	0.00	0.0%
640 - Dues and Fees	284.44	0.00	284.44	100.0%
<b>Total 2520 - Fiscal Services</b>	<b>13,426.13</b>	<b>20,000.00</b>	<b>-6,573.87</b>	<b>67.1%</b>
<b>2542 - Building Maintenance</b>				
321 - Cleaning Services	1,240.00	2,400.00	-1,160.00	51.7%
322 - Repair and Maintenance	922.78	47,700.00	-21,550.00	54.8%
324 - Rentals	26,150.00	5,566.00	-3,236.97	41.8%
325 - Electricity	2,329.03	0.00	2,329.03	0.0%
328 - Garbage	0.00	0.00	0.00	0.0%
351 - Telephone	1,518.29	1,500.00	18.29	101.2%
410 - Supplies	2,135.86	1,500.00	635.86	142.4%
460 - Non-consumables	219.24			
<b>Total 2542 - Building Maintenance</b>	<b>34,515.20</b>	<b>58,666.00</b>	<b>-24,150.80</b>	<b>58.8%</b>
<b>2550 - Transportation</b>				
352 - Student transportation	438.60	200.00	238.60	219.3%
<b>Total 2550 - Transportation</b>	<b>438.60</b>	<b>200.00</b>	<b>238.60</b>	<b>219.3%</b>
<b>2574 - Printing Services</b>				
324 - Copier Rental	1,246.00	2,136.00	-890.00	58.3%
355 - Printing	1,049.16	4,000.00	-2,950.84	26.2%
<b>Total 2574 - Printing Services</b>	<b>2,295.16</b>	<b>6,136.00</b>	<b>-3,840.84</b>	<b>37.4%</b>
<b>2661 - Technology Services</b>				
310 - Instr, Prof & Tech Svcs	97.99	100.00	-2.01	98.0%
460 - Non-consumable Items	4,258.17	0.00	4,258.17	100.0%
470 - Computer Software	2,011.60	1,495.00	516.60	134.6%
<b>Total 2661 - Technology Services</b>	<b>6,367.76</b>	<b>1,595.00</b>	<b>4,772.76</b>	<b>399.2%</b>
<b>Total 100 - Expenditures</b>	<b>307,238.42</b>	<b>616,578.32</b>	<b>-309,339.90</b>	<b>49.8%</b>
<b>200 - Activity Expenditures</b>				
1111 - Elementary	11,093.77	24,750.00	-13,656.23	44.8%
410 - Supplies	24.65	0.00	24.65	100.0%
640 - Dues & Fees	11,118.42	24,750.00	-13,631.58	44.9%
<b>Total 1111 - Elementary</b>	<b>11,118.42</b>	<b>24,750.00</b>	<b>-13,631.58</b>	<b>44.9%</b>
<b>Total 200 - Activity Expenditures</b>	<b>11,118.42</b>	<b>24,750.00</b>	<b>-13,631.58</b>	<b>44.9%</b>
<b>66000 - Payroll Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>318,356.84</b>	<b>641,328.32</b>	<b>-322,971.48</b>	<b>49.6%</b>
<b>Net Income</b>	<b>23,219.61</b>	<b>60,221.68</b>	<b>-37,002.07</b>	<b>38.6%</b>

**Lowell School District #71**  
**2015-16 General Fund Financial Summary**  
**January 31, 2016**

	<b>Budget</b>	<b>Actual: Jul-Jan</b>	<b>Projected: Feb-Jun</b>	<b>Projected for Year</b>	<b>Budget Variance</b>	
					<b>\$</b>	<b>%</b>

**Resources**

State School Fund	3,052,000	2,012,177	1,191,645	3,203,822	151,822	5.0%	(1)
Property Tax	940,800	885,388	78,712	964,100	23,300	2.5%	
Miscellaneous/Local Revenues	51,200	28,438	27,540	55,978	4,778	9.3%	(2)
Common School Funds	30,000	18,447	18,000	36,447	6,447	21.5%	
Rent	27,000	27,899	20,500	48,399	21,399	79.3%	(3)
Business Services to Charter	20,000	11,668	8,332	20,000	-	0.0%	
Indirect Fees on Grants	5,000	885	3,600	4,485	(515)	-10.3%	
County School Funds	5,000	-	5,000	5,000	-	0.0%	
Small High School Grant	-	-	14,300	14,300	14,300	-	(4)
Federal Forest Fees	-	-	10,000	10,000	10,000	-	(4)
<b>Total Revenues</b>	<b>4,131,000</b>	<b>2,984,902</b>	<b>1,377,628</b>	<b>4,362,530</b>	<b>231,530</b>	<b>5.6%</b>	
Beginning Fund Balance	284,000	260,479	-	260,479	(23,521)	-8.3%	
<b>Total Resources</b>	<b>4,415,000</b>	<b>3,245,381</b>	<b>1,377,628</b>	<b>4,623,009</b>	<b>208,009</b>	<b>4.7%</b>	

**Requirements**

Salaries	1,554,866	776,251	799,042	1,575,293	20,427	1.3%	
Benefits	1,005,960	456,865	491,647	948,512	(57,448)	-5.7%	
Purchased Services	389,550	190,129	290,897	481,026	91,476	23.5%	(5)
Supplies and Materials	203,550	149,821	73,483	223,304	19,754	9.7%	
Capital Outlay	4,800	44,470	43,401	87,871	83,071	1730.6%	(6)
Other	84,450	82,431	4,000	86,431	1,981	2.3%	
Charter School Payments	652,000	312,316	344,877	657,193	5,193	0.8%	
Transfer to Food Service Fund	10,314	-	10,314	10,314	-	0.0%	
Transfer to Athletics Fund	80,000	-	99,500	99,500	19,500	24.4%	
Transfer to Debt Service Fund	188,835	-	188,835	188,835	-	0.0%	
<b>Total Expenditures</b>	<b>4,174,325</b>	<b>2,012,283</b>	<b>2,345,997</b>	<b>4,358,280</b>	<b>183,955</b>	<b>4.4%</b>	
Contingency/Carryover	240,675	-	-	264,730	24,055	10.0%	
<b>Total Requirements</b>	<b>4,415,000</b>	<b>2,012,283</b>	<b>2,345,997</b>	<b>4,623,009</b>	<b>208,009</b>	<b>4.7%</b>	

2015-16 Operating excess/(deficit) (43,325) 4,251

Contingency/Ending Fund Balance 5.8% 6.1%

(1) Based on 289 District ADMr and 110 MVA ADMr.

(2) Includes \$5,000 donation for track renovation.

(3) Includes rent for modular building.

(4) After the budget was approved, legislative changes at the state and federal level extended funding for these programs.

(5) Includes architect services, tuition for special education students and home school charter consultant.

(6) Includes project expenditures for the announcer's booth, fencing, track renovation, scoreboard, wrestling room roof, concession windows/awning, dump trailer, painting, banners, bus radios and land acquisition.

100 YARD CLUB	4,900.00
AP ACTIVITIES	720.00
ASB	1,821.57
ATHLETICS	5,000.36
BASEBALL	130.66
BOYS BASKETBALL	276.38
CAFETERIA	100.01
CLASS OF 2015	558.93
COMMUNITY ASSISTANCE FUND	398.16
CURRICULUM AND MATERIALS	1,875.03
EDGERTON AROUND THE WORLD	6.70
FOOTBALL	1,134.68
FUNDRAISING OPERATIONS	1,974.68
FUTURE FARMERS OF AMERICA	998.50
GIRLS BASKETBALL	1,471.46
HONOR SOCIETY	455.43
JH SPORTS	1,589.32
JH STUDENT BODY	2,185.29
K-12 ASSEMBLIES	1,386.62
LHS DRAMA	1,370.60
LIBRARY FUND	574.28
LUNDY CLOTHES CLOSET	489.42
LUNDY ELEMENTARY	215.71
MUSIC	6,036.21
NEXUS WOODWORKING	4,292.03
PARENT TEACHER ORG. (PTO)	5,008.12
PLAYGROUND SUPPLIES	128.10
SCIENCE DEPARTMENT	108.78
SOFTBALL	554.00
TAG	391.23
TRACK	1,064.07
U of O cleanup-Academics	1,144.00
VOLLEYBALL	1,704.85
WEIGHT ROOM EQUIPMENT	77.72
WOODSHOP	1,514.06
WRESTLING	4,544.45
YEARBOOK LHS	-752.15
BANNER BANK - Other	2.33
<b>Total BANNER BANK</b>	<b>55,451.59</b>