School Board Agenda  
Oregon City School District, February 11, 2019

The Board will meet in Work Session, beginning at 4:30 p.m., in Room 115 at the Jackson Building, 1306 12th Street, Oregon City.

**Work Session Agenda:**
- School Board Appointment Selection

Following a recess, the February 11th Work Session will resume at 6:15pm, in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City, for the a Charter Renewal Hearing.

**Renewal Hearing Agenda:**
- Oregon City Service Learning Academy

The Board of Education will meet in Regular Session beginning at 7:00 p.m. in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.

Please silence all electronic devices before the meeting begins.

**Regular Meeting Agenda:**

1. CALL TO ORDER

2. FOCUS ON LEARNING  
   AVID at Middle School – Sara Deboy

3. RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS  
   Charter School Expansion Grant – Scott Curtis

4. PUBLIC HEARING  
   2018-19 Supplemental Budget – Susan Dodd

5. PATRON INPUT  
   Visitors who have not previously arranged with the Superintendent to appear before the Board may be heard by signing in on the form found beside the agenda packets near the door.

6. REPORTS  
   Bond Implementation – Wes Rogers  
   Budget Development – Larry Didway  
   Family Focus Forum – Deb Cole  
   Holiday Center – Mary Ellen Winterhalter

7. BOARD COMMUNICATION  
   Ex Officio Members: OCHS, OCEA and OSEA representatives

8. DISCUSSION  
   Policy Development – Mary Larson
9. ACTION ITEMS

A. CONSENT AGENDA
   1. Approve minutes: January 14, 2019 Regular Session
   2. 1819-10 Approve Licensed Appointments
   3. 1819-106 Approve Added Duty Appointments
   B. 1819-418 Proclaim March 4-8, 2019, Classified Employee Appreciation Week
   C. 1819-419 Approve 2019-20 Interdistrict Transfer Criteria
   D. 1819-421 Appoint Joinder of PACE Trust Agreement
   E. 1819-233 Approve 2018-19 Supplemental Budget & Adjust Appropriations
   F. 1819-234 Award Construction Agreement with Emerick Construction Company for Completion of Second Floor Office Space at Transportation & Maintenance Facility

10. Other items requiring action by the Board (addendum)

11. ADJOURNMENT

NEXT MEETINGS:

February 25, 2019, 6pm, Work Session, to be held at the Transportation Maintenance Facility – 14551 Meyers Rd, Oregon City.

A reception for licensed teachers/admin moving from probationary to contract status will be held at 5:30pm, prior to the 6pm Work Session.

March 11, 2019, 6pm, Work Session
March 11, 2019, 7pm, Regular Session
Oregon City School District  
School Board Meeting  

1819-233 Approve 2018-19 Supplemental Budget and Adjust Appropriations  

Contact: Susan Dodd  

Discussion:  
Additional funding has been generated by the sale of $175,900,000 of General Obligation Bonds. The administration requests that the Board adopt a Supplemental Budget for the 2018-19 fiscal year in order to appropriate additional funds in the total amount of $33,000,000. $143,900,000 will remain unappropriated, available for use in future years. It is requested to appropriate $32,000,000 to the Capital Projects Fund and to set aside a reserve of $134,000,000 in the same fund. It is requested to set aside as reserve in the Debt Service Fund in the amount of $9,900,000. This is required by ORS 294.471(1)(a). It is requested to appropriate $1,000,000.00 to the Trust and Agency Fund. This is required by ORS 294.471(1)(a) and (c) and is related to changes in current grant revenues.  

The Board approved Resolution 1819-227 authorizing the issuance and sale of general Obligation Bonds on November 26, 2018.  

Our Charter School, Clackamas Academy of Industrial Sciences (CAIS) was awarded an Expansion Grant by the State in the approximate amount of $400,000.00. In addition, the District is requesting appropriation of expenses in the approximate amount of $600,000.00 for the 21st Century Grant into the fund for Oregon City Service Learning Academy (OCSLA) to simplify accounting. In prior years and in the current budget, the amount for this grant was appropriated to the District’s Special Revenue Fund. It is not necessary to reduce appropriations by the same amount to the District’s Special Revenue Fund in that this fund is a repository for all other District grants that have been previously awarded or may be awarded in the current fiscal year.  

The Board appropriated the 2018-19 budget by functional groups within funds, in accordance with ORS 294.456. In each of the funds, the budgets for various functions were “best estimates” as of June 2018 when the Board adopted the budget. Due to the increase in resources and the request to spend out previously appropriated resources in a different fund, a need for increased budget appropriations is requested.  

Recommendation:  
It is recommended that the School Board approve resolution 1819-233 to adopt the Supplemental Budget and increase budget appropriations in the General Fund.  

1819-233 APPROVE 2018-19 SUPPLEMENTAL BUDGET AND ADJUST APPROPRIATIONS  
BE IT RESOLVED that the Board of Directors for Oregon City School District #62 hereby adopts the Supplemental Budget for the 2018-19 fiscal year in the amount of $301,445,005. The original Adopted Budget in June 2018 was $124,545,005.  

BE IT FURTHER RESOLVED that the appropriations and unappropriated amounts for the fiscal year beginning July 1, 2018, be amended within the following funds to include as follows:
### Debt Service Fund

**Resources:**
- **5000 Other Sources**: $9,900,000  
  **Total**: $9,900,000

*Increase from bond sales*

### Capital Projects Fund

**Resources:**
- **5000 Other Sources**: 166,000,000  
  **Total**: 166,000,000

*Increase from bond sales*

**Requirements:**
- **2000 Support Services**: 2,000,000
- **4000 Facilities Acquisition and Construction**: 20,000,000
- **5000 Other Uses**: 10,000,000
  
  **Total**: 32,000,000

### Trust and Agency Fund

**Resources:**
- **4000 Revenue from Federal Sources**: 1,000,000  
  **Total**: 1,000,000

*Increase in estimated grant funding*

**Requirements:**
- **1000 Instruction**: 650,000
- **2000 Support Services**: 200,000
- **3000 Enterprise and Community Services**: 100,000
- **4000 Facilities Acquisition and Construction**: 50,000
  
  **Total**: 1,000,000

### Unappropriated Amounts - Reserves

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Fund</td>
<td>9,900,000</td>
</tr>
<tr>
<td>Capital Projects Fund</td>
<td>134,000,000</td>
</tr>
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</table>

**Total**: 143,900,000

### Total Adjustments:

<table>
<thead>
<tr>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Resources</td>
<td>176,900,000</td>
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<tr>
<td>Appropriations</td>
<td>33,000,000</td>
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<tr>
<td>Unappropriated Amounts</td>
<td>143,900,000</td>
</tr>
</tbody>
</table>

**Total**: $176,900,000
### POLICY READINGS
February 11, 2019
2019 POLICY UPDATE

<table>
<thead>
<tr>
<th>Code</th>
<th>Policy - Administrative Regulation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>FIRST READING</strong></td>
</tr>
<tr>
<td>IIABB</td>
<td>Use of Feature Films/Videos**</td>
</tr>
<tr>
<td>IIABB-AR1</td>
<td>Use of Feature Films/Videos**</td>
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<tr>
<td>IIABB-AR2</td>
<td>Use of Feature Films/Videos**</td>
</tr>
<tr>
<td>IIABB-AR3</td>
<td>Use of Feature Films/Videos**</td>
</tr>
<tr>
<td></td>
<td><strong>SECOND READING, NO ADOPTION</strong></td>
</tr>
<tr>
<td></td>
<td>None</td>
</tr>
<tr>
<td></td>
<td><strong>ADOPTION</strong></td>
</tr>
</tbody>
</table>

The following symbol(s) are used on some policies:
* May be subject to collective bargaining.
** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.
Use of Feature Films/Videos or Other Media**

The Board district recognizes that the showing of commercially or professionally produced video presentations created for public showing and rated feature films and videos ("Films") may have a legitimate purpose in a school's educational program. Since the content of these feature films and other media customarily is designed for general audience viewing, the Board feels certain precautions should be taken to ensure the showing of a particular film or other media is consistent with the district's educational values as well as all district policies regarding use of media and applicable copyright laws. Only films rated G, PG or PG-13 may be shown as part of the school program. Rated R, 9-12 may be shown as follows:

"R" 9-12: Teachers must fill in the movie request form and submit to the administrator for approval:

1. The teacher must have previewed the movie or excerpt:
2. Signed permission must be granted from the parent to view:
3. If any parent objects, the teacher will provide an educationally-related alternative for that student:

K-8: May not be shown under any circumstances

The Board directs procedures be developed to accomplish this objective, including the provision that a parent has the opportunity to preview a film when practically possible and that a parent must give prior consent before his/her student may view a film rated PG or PG-13:

The showing of Films and other media must have a direct instructional outcome to be assigned as part of any classroom experience and course work.

END OF POLICY

Legal Reference(s):
ORS 332.107

HR8/06/97 MW
Use of Feature Films/Videos in the School**

Prior to showing a feature film/video in a school, the instructor must seek the written approval of the building principal. At least five days prior to the showing, the instructor shall submit to the principal (in writing) the following information on the particular film:

1. Title and brief descriptions;
2. Purpose for the showing;
3. Match with course objectives;
4. Proposed date of showing;
5. When and how parents will be notified, or if necessary, grant consent;
6. Audience rating (G, PG, PG+13 and R);

The showing of all feature films/videos with a G rating requires only prior parent notification from the instructor, who will summarize in writing the information in the above points 1., 2., 4. and 6.

Additionally, for feature films/videos with a PG, PG+13 or R rating, prior parental consent will be required before a student views the film.

Instructors are required to preview all film media before showing to students.

Only films/videos rated G, PG, PG+13 or R may be shown as part of the school program. A parent may have the opportunity to preview a film when practicably possible and that parent must give prior consent before his/her student may view a film rated PG, PG+13 or R.

Edited or unrated films/videos will be shown at the discretion of the building administrator.

Parental notification for the showing of G movies at the secondary level will be at the discretion of the building administrator.
District Movie Rating Guide

"NC-17" K-12: May not be shown under any circumstances

"R" 9-12: Teachers must fill in the movie request form and submit to the administrator for approval:
1. The teacher must have previewed the movie or excerpt.
2. Signed permission must be granted from the parent to view.
3. If any parent objects, the teacher will provide an educationally related alternative for that student.

K-8: May not be shown under any circumstances

"PG-13" 9-12: May be used with parent notification

7-8: Teachers must fill in the movie request form and submit to the administrator for approval:
1. The teacher must have previewed the movie or excerpt.
2. Signed permission must be granted from the parent to view.
3. If any parent objects, the teacher will provide an educationally related alternative for that student.

K-6: May not be shown under any circumstances

"PG" 7-12: May be used without parent notification

K-6: Teachers must fill in the movie request form and submit to the administrator for approval:
1. The teacher must have previewed the movie or excerpt.
2. Signed permission must be granted from the parent to view.
3. If any parent objects, the teacher will provide an educationally related alternative for that student.

"G" K-12: No notification required. Use the same professional judgement as when using video material acquired from the district or ESD.

No rating evident requires the same procedure as above for "PG-13" and "PG".

If a teacher is using only excerpts from a video with any of these ratings, they must follow the same procedures.

All videos/movies shown must have educational value/purpose and be part of the adopted curriculum.
District Movie Request Form

The following form must be completed and submitted to your building principal two weeks prior to the scheduled showing of a movie with a rating as stated on the district movie rating guide:

Name of movie: __________________________ Date movie will be shown: __________________________
Movie of Rating: __________________________ Course Title: __________________________
Correlation to curriculum: __________________________

__________________________________________  Teacher Name (printed)  Teacher Signature  Date

☐ Approved for viewing (follow the appropriate steps
Building administrator  As checked below)  ☐ Not approved for viewing

9-12: Teachers must fill in the movie request form and submit to the administrator for approval:
1. The teacher must have previewed the movie or excerpt;
2. Signed permission must be granted from the parent to view;
3. If any parent objects, the teacher will provide an educationally related alternative for that student.

K-6: May not be shown under any circumstances

PG-13:
9-12: May be used with parent notification
7-8: Teachers must fill in the movie request form and submit to the administrator for approval:
1. The teacher must have previewed the movie or excerpt;
2. Signed permission must be granted from the parent to view;
3. If any parent objects, the teacher will provide an educationally related alternative for that student.

K-6: May not be shown under any circumstances

PG:
7-12: May be used without parent notification
K-6: Teachers must fill in the movie request form and submit to the administrator for approval:
1. The teacher must have previewed the movie or excerpt;
2. Signed permission must be granted from the parent to view;
3. If any parent objects, the teacher will provide an educationally related alternative for that student.

Copyright Regulations:
1. The teacher must be in attendance during the showing of the movie:
2. The showing takes place in a classroom setting:
3. The movie is essential part of the current curriculum:
A “Film” is defined as a commercially or professionally produced video presentation created for public showing. While an audience rating is usually associated with most Films, unrated Films and other media are also subject to this policy, administrative regulation and copyright laws.

1. General Guidelines for Viewing Films and Other Media, K-12

Films and other media may be shown to students in kindergarten through twelfth grade if the materials are rated G.

Within the following guidelines, Films and other media with ratings for more mature content may be viewed by students after receiving consent from the principal and parent/guardian, if required by this administrative regulation.

Films rated by the Motion Picture Producers Association of America (MPPAA) may only be shown in district schools according to the following conditions:

(1) Elementary School
   (a) Rated G: no permissions required;
   (b) Rated PG: principal and parent/guardian permission required;
   (c) Rated PG-13 or R: not allowed.

(2) Middle School
   (a) Rated G: no permissions required;
   (b) Rated PG: principal permission required;
   (c) Rated PG-13: principal and parent/guardian permission required;
   (d) Rated R: not allowed.

(3) High School
   (a) Rated G: no permissions required;
   (b) Rated PG or PG-13: principal permission required;
   (c) Rated R: principal and parent/guardian permission required.

2. Approval Process to Use R-Rated Films and Other Unrated Media, High School Only

Films and other media with an R rating shall not, as a general rule, be shown in district classrooms. However, in some circumstances, the instructional and content values of an R-rated Film or other media may be sufficient for the principal to allow viewing of certain R-rated Films or other media to high school students only. Any teacher wishing to show an R-rated Film or other media in a high school class must submit a request to the principal at least four weeks in advance of such a showing. The request must be approved in writing by the principal or designee.

Some Films and other media (including some from online sources) have never been submitted to the MPPAA and are therefore unrated. Staff members must obtain permission from their principal or designee before showing any unrated Films or other media to students.

Films or other media rated X or C-17 by the MPAA shall not be shown in district schools under any circumstances.

3. Parent or Guardian Preview and Exclusion Procedures

When practicably possible, a parent or guardian may preview a Film or other media that is to be shown in school.

If a parent or guardian objects to his/her child viewing a Film or other media, the teacher will provide an educationally related alternative for the student.
Principal Approval to Use Media in the Classroom**

Teacher:_________________________ Grade:_________________________

Class Subject:_____________________________________________________

Media Title:_______________________________________________________

Rating of the Media: ___________ PG ___________ PG+13 ___________ R
(Principal approval required for Elementary (PG), Middle (PG, PG-13), High (PG, PG-13, R). PG-13 and R-rated are not allowed in Elementary; R is not allowed in Middle).

Source of the media (e.g., internet, catalog, district/school media center, etc.)_____________________________________________________

Description of selected clip:_____________________________________

________________________________________________________________

Length of clip:_______________________________________________

Connection to curriculum/standards:________________________________

________________________________________________________________

Match with course objectives:_____________________________________

Proposed showing date:_________________________________________

When and how parents/guardians will be notified to grant consent:______________________________

________________________________________________________________

Date this request submitted to building principal:_____________________

To Be Completed by Principal

☐ Approved  ☐ Not Approved  ☐ Approved with Conditions:

________________________________________________________________

Use of Feature Films/Videos in the School** - IIABB-AR

1-2
Principal or Designee Signature

Return copy to teacher. Teacher must retain copy.

Date
Approval to Use Permission to View Films or Other Media in the Classroom**

To Be Completed by Teacher Prior to Providing to Parent

School: ___________________________ Teacher: ___________________________

Grade: ___________________________ (Parent permission required for Elementary (PG), Middle (PG-13), High (R). PG-13 and R-rated are not allowed in Elementary; R is not allowed in Middle).

Class Subject: ___________________________

Film or Other Media Title To Be Shown: ___________________________

Rating of the Media: ___________ PG ___________ PG-13 ___________ R: ___________

Source of the media (e.g., internet, catalog, district/school media center, etc.): ___________________________

Description of selected clip:

________________________________________________________________________

________________________________________________________________________

Length of clip: ___________________________

Connection to curriculum/standards: ___________________________

Grade Level/Course to View Film: ___________________________ Date of Showing: ___________________________

To Be Completed by Parent/Guardian (Do Not Detach)

Student’s Name: ___________________________

My child has permission to view the above-listed film or other media.

Parent/guardian’s signature: ___________________________ Date: ___________________________

9/16/93 | GP

Use of Feature Films/Videos in the School** - IIABB-AR

1-1
Oregon City School District
School Board Meeting
Consent Agenda

Approve Minutes of January 14, 2019

The Board of Education of Oregon City School District met on January 14, 2019, at the District Board Room, 1306 12th Street, Oregon City. The meeting started at 7:02pm. Members present were: Director Spiers, Director White, Director Seward, Director Tekorius, Director Storey and Director Curteman. Present from Administration were: Larry Didway, Superintendent, John Ogden, Director of HR, Wes Rogers, Director of Operations, Kyle Laier, Assistant Superintendent of Teaching and Learning, Susan Dodd, Chief Financial Officer, and Cyndi Panko, Director of Special Education. Kathleen O’Brien, Brenda Roland and Gabi Escamilla, Ex Officio members. Others: 33

Director Curteman called meeting to order at 7:02pm.

SPECIAL PRESENTATION:
Jada Rupley, Superintendent of Clackamas Education Service District (CESD), presented to the Board the Local Service Plan and Annual Report of the CESD. Mrs. Rupley was thanked by the Board and Superintendent Didway for the support CESD gives to help the District support all students.

FOCUS ON LEARNING:
Sara Deboy, Associate Director of Teaching and Learning, shared with the Board information on Meeting the Needs of Students with Dyslexia. Ms. Deboy shared that a parent evening was held in December 2018 and she also shared the objectives of the District and the purpose of why the District does Universal Screening. Information is available on the District website on the Parent & Guardian tab.

A discussion was held on numbers of students with dyslexia, what is required of the District and what we are doing to screen students and meet ODE requirements. Some actions include having trained screeners, using DIBELS, and supporting parents at IEP meetings.

Ms. Deboy also shared that 1/22/19 is the date the information on the 1st opt-out for Health Curriculum will come out, this will be for unit 5. Units 1-4 information is already available on the District website.

RECOGNITION AND GOOD NEWS:
Larry Didway shared information on the Messages of Love: A Suicide Prevention Effort in which 35 kids wrote encouraging notes and tied them to a bridge. Mr. Didway shared a KATU video clip which told about the effort, who was involved, and the intended recipients of the notes.
Kyle Laier shared information on the Suicide Prevention and Intervention (SPI) training that is being held throughout the District.

A discussion was held on the Threat of Harm protocol.

PATRON INPUT:
No patron input
REPORTS:

FOCUS ON LEARNING:
Division 22 Standards - Kyle Laier, Assistant Superintendent, shared the findings of our annual Division 22 report. Mr. Laier reminded the board of the requirement to be in compliance with all standards set forth in OAR Chapter 581, Division 22 and that ODE determines the specific standards to report on each year.

Mr. Laier shared that OCSD met all standards this year with the exception of instructional minutes at the Oregon City Service Learning Academy, and explained why this was the case and the course of action moving forward.

Mr. Laier stated that Superintendent Larry Didway would authorize the Division 22 Assurances form prior to the required due date of February 15, 2019.

A discussion was held on Oregon City Service Learning Academy's calendar.

SPANISH BILINGUAL PROGRAM: TODOS UNIDOS
April Albers, Principal at Candy Lane and Jennings Lodge, shared with the Board that Oregon City School Districts K-8 Dual Immersion Program will be named Todos Unidos. Mrs. Albers spoke of the need for a program name, shared how the community was asked for suggestions, and then shared the selection process. Todos Unidos means everyone united or everyone together. Quotes from students why they liked the name were also shared.

A discussion was held on when to register for the program. Principal Albers said to check with school and/or website and that once a month tours will be started soon.

Mr. Didway shared that the open enrollment process sunset at Legislature and it will not be available for the 2019-20 school year.

A discussion was held on after school programs.

FINANCIAL REPORT:
Susan Dodd, Chief Financial Officer, presented to the Board the 2018-19 2nd quarter financial update. Mrs. Dodd stated that in future meetings information will be shared regarding CAFR, Governor's Budget and that the supplemental budget will be presented in February with bond information.

BOARD COMMUNICATION:

Larry Didway recognized that January is Board Appreciation Month and he thanked the Board for their commitment and dedication. Mr. Didway read a proclamation from Governor Brown. Applause was given honoring all Board members.

Director Curteman shared that a letter of resignation was submitted on 01/09/19 by Director Siobhan Gwozdz. Mr. Didway shared that the current opening will be an appointed position; application will be chosen by 2/11/19 for the position that ends on June 30, 2019. An application for those interested in applying for the appointment will be on the District website.

A County election will be held for open Board positions with applications due to Clackamas County in March 2019.
Gabi Escamilla, OCHS ASB Representative, shared what is happening at Oregon City High School. Ms. Escamilla shared that the Pioneer Pageant raised $4000 which will be used to buy clothes for students in need. A sports update was given and also the Speech and Debate students placed 2nd in a competition. Upcoming events include a Talent Show on 01/23/19, Winter Formal on 01/26/19, and a Mental Health Awareness Day on 01/22/19 – wear Green clothing!

Kathleen O'Brien, OSEA President, thanked the Board members for all they do, then shared that the OSEA Leadership team attended a Summit, and the Relay for Life had a Taco Bar fundraiser and raised $189.

Brenda Roland, OCEA President, thanked the Board for their dedication shown to students. Mrs. Roland shared that teachers are writing grants – more information will be forthcoming at future meeting and that middle school teachers are looking forward to being part of Bond planning.

DISCUSSION:
John Ogden shared an update of the 2019-21 school year calendars. The calendar committee team will be meeting on 1/22/19 & 1/23/19 and building a skeleton calendar. Mr. Ogden also shared that bond work projects may impact the calendars presented.

A discussion was held on days and times of school starts.

Policy Development was on the agenda but no discussion was held.

Susan Dodd Introduced Barbara Gibbs who was hired by the District to work on investments. Both Mrs. Dodd and Mrs. Gibbs discussed Resolution 1819-416 Adopt Oregon City School Board Investment of Funds Procedure DFA-AR, up for action later in the meeting.

A discussion was held on investments/liabilities.

ACTION ITEMS:
Director White moved, Director Spiers seconded to approve the consent agenda. Motion was approved.

Director Storey moved, Director Tekorius seconded to approve Resolution 1819-414 Approve 2018-19 Clackamas ESD Local Service Plan. Motion was approved.

Director Spiers moved, Director Storey seconded to approve Resolution 1819-415 Proclaim February African-American History Month. Motion was approved.

Director Seward moved, Director Spiers seconded to approve Resolution 1819-416 Adopt Oregon City School Board Investment of Funds Procedure DFA-AR. Motion was approved.

Director Tekorius moved, Director Seward seconded to approve Resolution 1819-229 Approve Resolution of Oregon City School District No. 82, Clackamas County, Oregon Authorizing the Execution and Delivery of One or More Lease Purchase, Loan or Similar Financing Agreements. Motion was approved.

Director Storey moved, Director Seward seconded to approve Resolution 1819-230 Approve Purchase of School Buses for 2019-20 School Year with Funds from the Transportation Equipment Replacement Fund. Motion was approved.

Director White moved, Director Storey seconded to approve Resolution 1819-231 Approve Purchase Order B to Day CPM Services for Continued Construction Management Services Related to the 2018 Bond Program. Motion was approved.
Director Spiers moved, Director Tekorius seconded to approve Resolution 1819-417 Pledge Support for “Oregonians for Student Success: to Prioritize Investments and Improve Educational Outcomes. Motion was approved.

Larry Didway invited all to attend the Family Focus Forum at Oregon City High School on January 26, 2019.

Director Curteman shared her gratitude and deep appreciation to Director Gwozdz for her time served as a Board member.

Director Curteman shared the next meeting dates.

Meeting was adjourned at 8:47p.m.
Oregon City School District  
School Board Meeting  
Consent Agenda Continued  

1819-10 Approve Licensed Appointments for 2018-19  

Contact: John Ogden  

Discussion:  
These are teachers recommended for approval to fill vacant positions in the District for the 2018-19 school year.  

Recommendation:  
Approve.  

**1819-10 APPROVE LICENSED APPOINTMENTS FOR 2018-19**  
BE IT RESOLVED that the following be appointed to licensed positions for the 2018-19 school year:  

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<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Levy, Lucia GMS</td>
<td>SLP .80FTE Temp.</td>
<td>2/01/2019</td>
</tr>
<tr>
<td>Grossen, Joelle Jennings Lodge</td>
<td>ELD 1.0FTE Temp.</td>
<td>1/30/2019</td>
</tr>
<tr>
<td>Grove, Kevin OMS</td>
<td>Science Teacher 1.0FTE Temp</td>
<td>2/1/2019</td>
</tr>
<tr>
<td>Finck, Teresa GMS</td>
<td>MS PE Teacher 1.0FTE Temp</td>
<td>2/06/2019</td>
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1819-106 APPROVE ADDED DUTY APPOINTMENTS FOR 2018-19

Contact: John Ogden

Discussion:
The following are recommended for approval to fill added duty positions in the District for the 2018-19 school year.

Recommendation:
Approve.

1819-106 APPROVE ADDED DUTY APPOINTMENTS FOR 2018-19

BE IT RESOLVED that the following added duty appointments be approved for the 2018-19 school year:

<table>
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<tr>
<th>Activity</th>
<th>School</th>
<th>Name</th>
<th>No. of Stipends</th>
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<tr>
<td>Unified Sports Head Coach</td>
<td>Special Services</td>
<td>John Sytsma</td>
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</tr>
<tr>
<td>Unified Sports Head Coach</td>
<td>Special Services</td>
<td>Tim Pass</td>
<td>1.00</td>
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<tr>
<td>Unified Sports Coach</td>
<td>Special Services</td>
<td>Vanessa Dickey</td>
<td>1.00</td>
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<tr>
<td>Unified Sports Coach</td>
<td>Special Services</td>
<td>Carter Asher</td>
<td>1.00</td>
</tr>
<tr>
<td>MS Design Committee, January-June</td>
<td>Gardiner</td>
<td>Lori McKenzie</td>
<td>1.00</td>
</tr>
<tr>
<td>MS Design Committee, January-June</td>
<td>Gardiner</td>
<td>Allen Kinast</td>
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<td>MS Design Committee, January-June</td>
<td>Gardiner</td>
<td>Sarah Nelson</td>
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</tr>
<tr>
<td>MS Design Committee, January-June</td>
<td>Ogden</td>
<td>Giselle MacKenzie</td>
<td>1.00</td>
</tr>
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<td>MS Design Committee, January-June</td>
<td>Ogden</td>
<td>James Mardon</td>
<td>1.00</td>
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<td>Ogden</td>
<td>Jessica Gambee</td>
<td>1.00</td>
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<td>MS Design Committee, January-June</td>
<td>Ogden</td>
<td>Jesse Cry</td>
<td>1.00</td>
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</tbody>
</table>
Oregon City School District
School Board Meeting

1819-418 Proclaim March 4-8, 2019, Classified Appreciation Week

Contact: Larry Didway

Discussion:
Classified employee Appreciation Week is celebrated every year during the first full week of March. In 2019, it will be observed March 4-8 in Oregon.

Recommendation:
Approve.

1819-418 PROCLAIM MARCH 4-8, 2019, CLASSIFIED EMPLOYEE APPRECIATION WEEK
WHEREAS, the education of youth is essential to the future of our community, state, country and world: and

WHEREAS, classified employees are the backbone of our public education system; and

WHEREAS, classified employees work directly with students, educators, parents, volunteers, business partners and community members; and

WHEREAS, classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

WHEREAS, our community depends upon and trusts classified employees to serve students; and

WHEREAS, classified employees, with their diverse talents and true dedication, nurture students throughout their school years.

NOW, THEREFORE, BE IT RESOLVED that the Oregon City school District Board of Education proclaims March 4-8, 2019, CLASSIFIED EMPLOYEE APPRECIATION WEEK; and

BE IT FURTHER RESOLVED that the Oregon City School district Board of Education strongly encourages all members of our community to join in this observance, recognizing the dedication and hard work of these individuals.
Oregon City School District
School Board Meeting

1819-419 Approve 2019-20 Interdistrict Transfer Criteria

Contact: Larry Didway

Discussion:
The following terns are recommended for criteria regarding interdistrict transfers as established by ORS 339.133(5)(a).

Recommendation:
Approve.

1819-419 APPROVE 2019-20 INTERDISTRICT TRANSFER CRITERIA
BE IT RESOLVED that the following criteria be approved:

Interdistrict Transfer Out:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Number</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>All applicants</td>
<td>June 28, 2019</td>
</tr>
<tr>
<td>6-8</td>
<td>All applicants</td>
<td>June 28, 2019</td>
</tr>
<tr>
<td>9-12</td>
<td>All applicants</td>
<td>June 28, 2019</td>
</tr>
</tbody>
</table>

Interdistrict Transfer In:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Number</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>All applicants: not to exceed District grade-level class average size</td>
<td>August 5, 2019</td>
</tr>
<tr>
<td>6-8</td>
<td>All applicants: not to exceed District grade-level class average size</td>
<td>August 5, 2019</td>
</tr>
<tr>
<td>9-12</td>
<td>All applicants: not to exceed District grade-level class average size</td>
<td>August 5, 2019</td>
</tr>
</tbody>
</table>
Oregon City School District
School Board Meeting

1819-421 Approve Joinder of PACE Trust Agreement

Contact: Larry Didway

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

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

Now that the new PACE Declaration of Trust has been approved by the OSBA Board of Directors, it is necessary to have all the Trust Members have their boards, or their designee, adopt the Joinder of Trust Agreement.

Recommendation:
Approve.

1819-421 APPROVE JOINER OF PACE TRUST AGREEMENT

BE IT RESOLVED that the following Form of Joinder To Trust Agreement, PACE Declaration Trust be approved:
FORM OF JOINDER TO TRUST AGREEMENT FOR MEMBERS

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

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ___ day of __________, 2019.

[Name of District]

By: ____________________________
Name: ____________________________
Title: ____________________________

Address for Notices:

____________________________________
____________________________________

With copies to:

____________________________________
____________________________________
RESTATED TRUST AGREEMENT

Property and Casualty Coverage for Education

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

BACKGROUND:

A. The Oregon School Boards Association, hereinafter referred to as "OSBA," is an Oregon nonprofit public benefit corporation established to promote the common interests of its Members, as defined in the OSBA Bylaws and to institute programs to assist those Members in performing their governmental functions in a cost-effective way. The Members of the OSBA are political subdivisions including local school districts, education service districts, community college districts and the state board of education in the State of Oregon; and

B. OSBA has agreed to establish a trust for Participants which desire to procure and maintain group insurance coverages or participate in group self-insurance for the benefit of such Members; and

C. The purpose of this trust agreement is to establish a trust which will protect and manage insurance premiums, contributions and other collections related to the program; oversee the management and administration of the program; and approve the necessary contracts, insurance policies, premium and fee schedules, and other arrangements necessary to implement the program for the benefit of Participants that choose to participate; and

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

1. Creation of Trust: The name of the Trust is the "OSBA Property and Casualty Coverage for Education Trust" (the "Trust") which shall be governed by the laws of the State of Oregon. The Trust shall be administered as provided in this agreement.

2. Purposes of Trust: The express purposes and primary objectives of the Trust are limited to performing essential governmental functions and all of the Trust's income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. The purposes of the Trust include the following:
(a) To ensure that there is available to Participants a market for liability, property, crime and/or workers’ compensation insurance coverage appropriate to the risks to which such Participants are exposed.

(b) To aggregate the collective buying power of the Participants, and the economic advantages of individual and pooled risk retention where lawful and actuarially sound, and to reduce and stabilize the cost of funding insurance for those risks.

(c) To provide Participants with expertise in the management of risk through loss prevention and loss control program, claims management and consulting, data gathering, information sharing and related services.

(d) To act as an information resource to Participants in presenting to appropriate legislative bodies and committee’s data related to the cost of public body risk in Oregon.

(e) To create and act as a pooled self-insured retention fund for Participants, and to establish actuarially sound contribution schedules for Participants in such a pool at appropriate retention levels.

(f) To receive, account for, invest and disburse as lawfully due and payable money collected from Participants as premiums, fees and other contributions to the Trust.

(g) To promote the common interests of Participants and to institute programs to assist those Participants in performing their governmental functions in a cost-effective way.

(h) To perform other activities as reasonable to achieve the list above, so long as such activity is allowable for an intergovernmental association under Oregon law.

3. **Trustees:**

(a) **Number.** The Trust shall be managed by a board of nine trustees (the “Trustees”) elected a by majority vote of the Board of Directors of OSBA.

(b) **Composition.** All Trustees must be employed by a district, community college or ESD that is a member of OSBA, or serve on a board of a district, community college or ESD. No Trustee shall serve, and no appointment shall be effective, until such appointee acknowledges in writing full and, unconditional acceptance of the terms of this Trust.

(c) **Term:** The term of office of a Trustee shall be for three years, except that the initial term of any Trustee may be one year, two years, or three years, to the end that in no year will the terms of more than one-third plus one of the Trustees expire.

(d) **Appointment.** The Trustees shall nominate Trustee candidate(s) to OSBA. The nominees shall be elected by OSBA. If the list of candidates is not acceptable by OSBA, the Trustees will continue to nominate alternative candidate(s) for consideration until the list of candidates is accepted by OSBA. Vacancies in the office of a Trustee shall be filled by
a majority vote of Directors of OSBA from the nominations submitted by the Trustees.

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

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

(a) To provide programs whereby Participants may obtain or participate in the coverage afforded by policies of insurance or participate in pooled self-insurance programs. To accept, determine and make reasonable arrangements for the payment by or on behalf of each Participant of all contributions and premiums due. To manage the assets of the Trust and adjust and pay authorized losses on behalf of its Participants.

(b) To engage and oversee administrative services and other staff and to engage the services of competent professionals to provide services to the Trust and to purchase reinsurance or excess insurance as necessary to protect the interest of the Participants, to provide risk management and insurance related services to the Trust and its Participants, including such claims reporting and adjusting, auditing and record keeping, information sharing, underwriting, claims administration services, legal defense and settlement of claims, communications and marketing, loss control and prevention procedures and consulting, risk reduction and related administrative and consulting services as the Trustees deem appropriate. The Trustees may pay for such services out of Trust funds.

(c) To review and approve policy forms, service contract forms, and other documents appropriate to the operation of the Trust and to establish the limits of authority of the persons engaged under Section (b) above.

(d) To establish funding requirements for insurance coverages offered by the Trust; to establish procedures for the collection, investment and disbursement of moneys owed to and by the Trust; and to establish actions to be taken with respect to delinquent accounts receivable.

(e) To establish standing committees and advisory committees to assist in policy and operations of the Trust and to appoint qualified persons to such committees.

(f) To receive, hold, and manage premiums for such programs authorized by the Trustees, to invest, reinvest, and manage funds received for such purposes and to transmit to the proper recipient premiums received. To employ such agents, advisors and counsel as may be reasonably necessary in collecting, managing, administering, investing and
distributing the assets of the fund and to charge the expense thereof to the Trust.

(g) The Trustees shall not be entitled to any remuneration for their services, but they may be reimbursed for reasonable expenses incurred by them in connection with the performance of their duties as Trustees. To the extent that such Trustee is reimbursed by a Participant or other entity for expenses as Trustee, such Trustee shall not be so reimbursed, but such reimbursement may be paid to the Participant or other entity, as the case may be, with respect to which such Trustee is an employee.

(h) The Trustees may delegate any of their non-discretionary powers to the Program Administrator, service administrator or other staff retained by the Trustees as the Trustees deem it appropriate.

(i) The Trustees shall require all persons performing services to the Trust to be bonded or insured in a form and amount set by the Trustees, the costs may, at the discretion of the Trustees, be paid out of Trust funds.

(j) The Trustees may maintain bank accounts in such depositories as the Trustees may select and may empower any person or persons selected by them to draw and sign checks against any funds deposited therein and establish such accounts with financial and investment institutions and brokerages as may be necessary and prudent for the proper management of Trust funds. The Trustees may hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(k) To determine the general policy for operation of the Trust that shall be followed by all committees, officers, employees, agents, and independent contractors employed by the Trust.

(l) To ensure the chair or vice-chair of the Trustees shall execute on behalf of the Trust all contracts, documents and pleadings as may be approved by the Trustees, provided that the Trustees may delegate to any person or firm engaged pursuant to Section 5(b) or (j) a limited agency authority to bind the Trust in certain cases or kinds of transactions to be specified by the Trustees.

(m) To sue and be sued, or to prosecute and defend any and all actions affecting the Trust or its property, either in the name of the Trust or in their own names; to compromise or settle any suit, claims or demands, or waive or release any rights relating to the Trust or its property.

(n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.
(o) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions as the Trustees shall deem advisable; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the property of the Trust; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of such borrowing. No such debt incurred by the Trust shall be deemed a debt of any Participant.

(p) To continue to have and to execute, after the termination of the Trust and until final distribution, all of the titles, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

(q) To acquire, hold, own, rent or lease, alone or in conjunction with any other party or parties and for the use in connection with the purposes of the Trust, any property, real or personal, and to pay the appropriate pro rata part of the mortgage payments, property taxes, assessments, insurance, maintenance and ordinary repairs on all such property.

(r) To purchase as a general administrative expense of the Trust general liability insurance fidelity bonds and other insurance for the benefit of the Trust or the protection of the Trustees, Trust employees or agents against any losses by reason of errors or omissions, breach of fiduciary duty or negligence.

(s) To construe and interpret this Trust Agreement.

(t) Engage an independent and qualified actuary to perform actuarial calculations and provide advice regarding the sufficiency of the loss funds as frequently as is required for prudent management.

(u) Hold meetings as specified in the Bylaws and maintain minutes of all meetings of the Trustees and Participants and distribute such minutes in a timely manner to all Trustees.

5. **Use of Trust Funds:**

(a) Without further specific action of the Trustees, but subject to any limitations or conditions set by the Trustees in its bylaws or regulations, the administrators designated by the Trustees shall disburse or authorize disbursement of moneys from funds of the Trust for any of the following purposes:

1. Payment of moneys due and certain under or by virtue of any contract, bond, or policy of insurance made or obtained by or on behalf of the Trust, including the costs of audits;

2. Investment and reinvestment of Trust funds under such standards and limitations as may be approved by the Trustees;

3. Payment of premiums due on fidelity, performance, errors and omissions, or other bonds and insurance which the Trustees may require in its bylaws to protect the Trust and the Trustees;
(4) Reasonable and necessary expenses incurred by Trustees for such items as travel, meals, lodging, telephone calls and other out-of-pocket expenses incurred in performing their duties as Trustees, provided that the personal services and time devoted by Trustees shall not be compensated by Trust funds.

(5) Payments authorized by the Trust's annually approved budget.

(6) Payment of Participants claims, and defense costs will be paid from Trust loss funds

(b) Except as provided in Section (a) above Trust funds shall not be disbursed, expended or indebted without express approval of the Trustees

(c) Surplus funds, including the income from investments of the Trust, in excess of obligations payable under this Section may, at the direction of the Trustees, be distributed in whole or in part, from time to time, to Participants in the program, either directly or by way of reduction of premiums, contributions or other fees assessed to Participants. Such distributions shall be based upon such formula as the Trustees shall approve. Except as provided in this section, investment income shall remain with the Trust for reinvestment or satisfaction of the obligations of the Trust as provided in Section (a).

6. Participants:

(a) Participants must be either a Member of OSBA or a Charter School per SB 100 (1999 Oregon Laws Charter 200) that is sponsored by a participating Member of OSBA.

(b) Term of Participation. Status as a Participant will be continuous unless terminated by the Participant, the Trust or by operation of law.

(c) Termination of Participation. A Participant shall be suspended or expelled from the Trust in accordance with the provisions set forth below:

(1) Failure to pay any Contribution or Premium required by the Trustees when due and owing. Any Participant failing to pay a required Contribution or Premium may be suspended from membership by proper notice from the Program Administrator and thereafter shall have no right to coverage from the Trust for any occurrence or loss occurring after the date of the payment was due. If the Participant shall subsequently submit its payment within 30 days, the Program Administrator may reinstate such membership. The Program Administrator will notify the Trustees of any such termination or suspension.

(2) A material Breach of Trust Agreement or Bylaws.

(3) Failure to continue to meet the criteria required by any Insurer or the Trust including, without limitation, underwriting criteria.
(4) Failure to comply in good faith with Loss Prevention Programs instituted by the Trust or noncooperation with staff of the Trust regarding loss prevention procedures including, without limitation, training programs.

(5) Failure to maintain membership in the OSBA or, in the case of a Public Charter School, a revoking of the sponsorship by the Local Board that sponsored it. Such termination shall be effective as of the due date of such Participant's next Contribution to the Trust's policy expiration.

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

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

(1) To pay all Contributions and Premiums to the Trust at such times and in such amounts as shall be established by the Trustees within the scope of the Trust Agreement and Bylaws. To allow the Trust and its agents reasonable access to all facilities of the Participants and all records, including but not limited to financial records, which relate to the purposes or powers of the Trust.

(2) To allow attorneys selected by the Trust or Program Administrator to represent the Participant in investigation, settlement discussions and any litigation arising out of any claim made against the Participant within the scope of coverage furnished by the Trust.

(3) To furnish full cooperation with the claims adjusters, attorneys selected by the Trust any agent, employee, officer or independent contractor of the Trust, relating to the purposes and powers of the Trust.

(4) To follow loss reduction and prevention procedures as reasonably required by the Trust.

(5) To report as promptly as possible all incidents which could result in a claim against the Trust.

7. **Participant Duties:**

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

8. **Accrual of Net Surplus:**

(a) Net Surplus, if any, shall accrue to the Loss Funds as it is earned. No Participant shall have a legally enforceable right to any specific share thereof except as herein provided or as provided by law. Net Surplus
may, at the Trust’s discretion, be distributed to the Participants as provided herein. Such distribution may be paid directly or by means of reduction in Contributions for similar coverage due in the next Fund Year.

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

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

9. **Loss Funds Protection.**

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

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

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

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

10. **General Provisions:**

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

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

(c) **Examination of Participant’s Books and Records.** The Trustees their agents, employees and attorneys shall be permitted at all reasonable times prior to the expiration of two years after the termination of a Participant’s participation in the Trust to examine the Participant’s books, vouchers, contracts, documents and records of any and every
kind which show or tend to show or verify the amount which is payable from the Fund to such Participant or any of its employees.

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

11. Termination of Trust:

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

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

(b) Winding Up:

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

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

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

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

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

(a) **Appeal to Board of Trustees**: In the event of any dispute arising from the operation of the Trust, the affected Participant shall first appeal to the Trustees. In a matter relating to a claim under a pooled insurance fund coverage document, the appeal must be made within 30 days of the trust’s proposed resolution of the disputed claim unless otherwise provided in the contract of coverage. To institute an appeal, the Participant must give written notice to the Chair or Vice-Chair of the Trust providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issues and the requested remedies. At the next scheduled Trust meeting or at such other time as determined by the Chair, the Trustees will review the matter, using procedures as promulgated by the Trust. The Trustees’ decision will be communicated to the Participant within 90 days of the Trustees’ hearing the appeal.

(b) **Mandatory Mediation**: If a dispute is not resolved by appeal to the Trustees, it must be submitted to the Arbitration Services of Portland (“ASP”), or its successor, for mediation. The Trust or any Participant may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Participant shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Participant, or if more than one Participant, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) **Mandatory Arbitration**: If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules for commercial arbitration for ASP. The Trust or a Participant may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by
agreement of the parties. All applicable statutes of limitations and
defenses based upon the passage of time shall be tolled until 15 days
after the Earliest Initiation Date. The parties will take such action, if any
is required, to effectuate such tolling. The dispute will be settled by a
single arbitrator. The parties will cooperate with ASP and with one
another in selecting an arbitrator and in scheduling arbitration
proceedings. Arbitration will occur in Salem, Oregon unless the parties
otherwise agree. The parties will be entitled to conduct discovery in
accordance with the Federal Rules of Civil Procedure, subject to
limitation by the arbitrator to secure the just and efficient resolution of
the dispute. If the amount in controversy exceeds $250,000, the
arbitrator’s decision shall include a statement specifying in reasonable
detail the basis for and computation of the amount of the award, if any.
In any arbitration arising out of or related to this Agreement, the
arbitrator may not award any incidental, indirect or consequential
damages, including damages for lost profits. The decision of the
arbitrator will be final and binding. The party prevailing in the
arbitration will also be entitled to recover any amount for his/her costs
and attorney fees incurred in connection with the arbitration as
determined by the arbitrator. Judgment upon the arbitration award
may be entered in any court having jurisdiction.

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

14. **Amendment:** OSBA reserves the right to alter, amend or terminate this
Trust and the terms under which it exists at any time by a memorandum in
writing delivered to the Trustees, provided any such change or termination
shall not prejudice the rights of any Participant with respect to any accrued
right or claim. In order to advise OSBA on any proposed material change
to the provisions of this Trust Agreement, the Trustees shall prepare an
impact statement to determine the financial impact, if any, on Trust
operations and fiscal stability of the proposed changes to the Trust
Agreement. The Trustees will provide a 30-day notice to Participants by
sending a written copy of the impact statement to the participating
Participants.

15. **Severability:** If any provision of this Agreement is adjudicated to be
invalid, unenforceable or unconstitutional, the remainder of the provisions
not subject to such adjudication shall not be affected and shall continue in
full force and effect.

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

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

OREGON SCHOOL BOARDS ASSOCIATION

By: 

OSBA President, LeeAnn Larsen

By: 

OSBA Secretary-Treasurer, Maureen Wolf
PROPERTY & CASUALTY COVERAGE FOR EDUCATION

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

Date: November 16, 2018  
Debbie Laszlo, Chair

Date: November 16, 2018  
Sharla Andresen, Vice Chair

Date: November 16, 2018  
Adam Stewart, Trustee

Date: November 16, 2018  
Brett Yancey, Trustee

Date: November 16, 2018  
Craig Prewitt, Trustee

Date: November 16, 2018  
Tenneal Wetherell, Trustee

Date: November 16, 2018  
Marie Knight, Trustee

Date: November 16, 2018  
Mike Schofield, Trustee

Date: November 16, 2018  
Tim Belanger, Trustee
Recommendation:
Approve.

1819-233 APPROVE 2018-19 SUPPLEMENTAL BUDGET AND ADJUST APPROPRIATIONS
BE IT RESOLVED that the Board of Directors for Oregon City School District #62 hereby adopts the Supplemental Budget for the 2018-19 fiscal year in the amount of $301,445,005. The original Adopted Budget in June 2018 was $124,545,005.

BE IT FURTHER RESOLVED that the appropriations and unappropriated amounts for the fiscal year beginning July 1, 2018, be amended within the following funds to include as follows:

<table>
<thead>
<tr>
<th>Debt Service Fund</th>
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<tbody>
<tr>
<td>Resources:</td>
</tr>
<tr>
<td>5000 Other Sources</td>
</tr>
<tr>
<td>*Increase from bond sales</td>
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<tr>
<td>Total</td>
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<table>
<thead>
<tr>
<th>Capital Projects Fund</th>
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</thead>
<tbody>
<tr>
<td>Resources:</td>
</tr>
<tr>
<td>5000 Other Sources</td>
</tr>
<tr>
<td>*Increase from bond sales</td>
</tr>
<tr>
<td>Requirements:</td>
</tr>
<tr>
<td>2000 Support Services</td>
</tr>
<tr>
<td>4000 Facilities Acquisition and Construction</td>
</tr>
<tr>
<td>5000 Other Uses</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trust and Agency Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resources:</td>
</tr>
<tr>
<td>4000 Revenue from Federal Sources</td>
</tr>
<tr>
<td>*Increase in estimated grant funding</td>
</tr>
<tr>
<td>Requirements:</td>
</tr>
<tr>
<td>1000 Instruction</td>
</tr>
<tr>
<td>2000 Support Services</td>
</tr>
<tr>
<td>3000 Enterprise and Community Services</td>
</tr>
<tr>
<td>4000 Facilities Acquisition and Construction</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unappropriated Amounts - Reserves</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Fund</td>
</tr>
<tr>
<td>Capital Projects Fund</td>
</tr>
<tr>
<td>Total</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Adjustments:</th>
</tr>
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<tbody>
<tr>
<td>Resources</td>
</tr>
<tr>
<td>Appropriations</td>
</tr>
<tr>
<td>Unappropriated Amounts</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Oregon City School District  
School Board Meeting  
1819-234 Award Construction Agreement with Emerick Construction Company for Completion of Second Floor Office Space at Transportation & Maintenance Facility  
Contact: Wes Rogers

Discussion:  
After passage of the 2018 General Obligation Bond, the District is in need of additional office space to staff a bond program management office. The second floor of the Transportation and Maintenance Facility (TMF) is currently unfinished and would make an ideal location for a bond program management office. Additionally if we also construct much needed additional office space for the Transportation Department, the State School Fund will reimburse the District for 70% of construction costs related to building Transportation office space, approximately 35% of the total construction expenditures. The Bond Office released a Request for Proposals (RFP) on January 16, 2019 for tenant improvements to the Transportation and Maintenance Facility. Bond Office staff hosted a pre-bid meeting on January 22, 2019 and reviewed three qualified proposals on January 30, 2019. The proposal that best meets the RFP, can meet the construction schedule for late April 2019 occupancy, and is the lowest cost bid at $363,000 is from Emerick Construction Company. Emerick has performed high quality construction services for the District in the recent past related to the Barclay renovation. The Intent to Award Notice was mailed on Friday February 1, 2019 and no appeals have been received during the seven-day appeal period.

The Bond Office recommends award of the contract for Transportation and Maintenance Facility Tenant Improvement to Emerick Construction Company.

Recommendation  
Approve.

1819-234 AWARD CONSTRUCTION AGREEMENT WITH EMERICK CONSTRUCTION COMPANY FOR COMPLETION OF SECOND FLOOR OFFICE SPACE AT TRANSPORTATION & MAINTENANCE FACILITY

WHEREAS the District released a Request for Proposal for Transportation and Maintenance Facility Tenant Improvement on January 16, 2019; and

WHEREAS the District received three qualified proposals on January 30, 2019; and

WHEREAS the District evaluated the proposals for completeness, construction schedule and cost, and issued its Intent to Award Notice on February 1, 2019; and

WHEREAS no appeals have been received concerning the intent to award, therefore

BE IT RESOLVED BY THE OREGON CITY SCHOOL DISTRICT No. 62: The District award the Transportation and Maintenance Facility Tenant Improvement Contract to Emerick Construction Company in the amount of $363,000.