

*Dr. Michelle L.
Johnstone
Superintendent*

*2019-20
Board of Directors*

Michael Blanchard

Michael Bollman

Dave Hunt

Matt Posey

Jon Woods

*Board Secretary
Juli Lichtenberger*

*Please join us at our
school board meetings.
Unless otherwise
scheduled the board
meets the second and
fourth Mondays
of the month.*

*District Office
Board Room
6:30 p.m.*

*Mission Statement
Our mission is to
provide the highest
quality education,
ensuring every student
develops the academic,
functional,
professional-technical,
and social-emotional
skills necessary to
succeed in life.*

*Dallas School District
111 SW Ash Street
Dallas OR 97338*

*503.623.5594 ph
503.623.5597 fax*

**Agenda
Special Board Meeting
July 29, 2019
6:00 p.m.
Dallas School District Board Room**

- | | | |
|------------|--|-----------|
| 1.0 | Welcome/Pledge of Allegiance | |
| 2.0 | Approval of the Agenda | |
| 3.0 | Public Comment | |
| 4.0 | Approval of Separation Agreement for Dr. Johnstone | 87 |
| 5.0 | Appointment of Acting Superintendent | |
| 6.0 | Discussion of Process for Interim Superintendent Selection | |
| 7.0 | Final Track Bid Approval (Board Action) | |
| 8.0 | Resolution #19-20-02 Authorizing the Issuance and Negotiated Sale of Full Faith and Credit Obligations, Series 2019; Designating an authorized representative; Authorizing the Execution and Delivery of a Financing Agreement and an Escrow Agreement; and Related Matters | 89 |
| 9.0 | Adjourn | |

Working together for all students to achieve high levels of learning



Public Participation in Board Meetings

During each school board meeting, the agenda has been set to include an item titled “public comment.” It is during this portion of the agenda the public can comment on any item that is or is not on the agenda.

Because of the nature of the Board’s work, it is typical that the Board will hear from a patron. Public participation is a time for the Board to listen, not a time for discussion or responding to questions, as the Board needs adequate time to process the information received to ensure proper steps are taken going forward. The Board may direct questions to district administrative staff to respond to after the meeting. If input is given related to an action item later in the agenda, the Board will use the input during their discussion or deliberation of that specific item.

The Board cannot hear complaints about specific school personnel during an open meeting. If a patron has a specific complaint against district personnel, the board chair or the superintendent can direct the patron to the appropriate complaint process governed by board policy.

If you wish to address the Board, please fill out the request for public comment form available outside the board room. If the meeting has started and you decide you would like to provide public comment, please alert the administrator who was the greeter or the board secretary with your request by simply handing them the public participation form. This will be directed to the board chair.

Thank you for taking an interest in student education.

All public meetings, assemblies and celebrations held by the Dallas School District 2 are required to be accessible to persons with disabilities under Title II of the Americans with Disabilities Act (ADA). Accommodations are available upon request to persons who require alternatively formatted materials or auxiliary aids to ensure effective communication and access to events. Please allow at least 10 business days to arrange for accommodations. All requests should be sent to:

DO Reception
Dallas School District 2
111 SW Ash Street
Dallas, OR 97338
503-623-5594

Or: e-mail compliance.officer@dsd2.org

Dr. Michelle L. Johnstone, Superintendent

Board of Directors: Michael Blanchard • Michael Bollman • Dave Hunt • Matt Posey • Jonathan Woods

SEPARATION AGREEMENT

Dallas School District ("District") and Dr. Michelle Johnstone (Johnstone) hereby enter into the following agreement ("Agreement") for the purpose of setting forth the terms and conditions of Johnstone's resignation from the District. In exchange for the mutual promises and other consideration described below, the parties agree to the following:

1. By signing this Agreement, Johnstone agrees to resign from the District effective July 29, 2019. This resignation is irrevocable. Johnstone expressly gives up any rights to further employment she may have in her Employment Agreement with the District. Johnstone acknowledges that her Employment Agreement is hereby terminated by mutual consent of the parties.
2. In exchange for the mutual promises contained herein, District will pay a settlement amount equal to the sum of seven (7) months of Johnstone's salary (including accumulated unused vacation leave, but excluding cell phone stipend and various insurance coverages) according to the following payment schedule:
 - One-third of the total settlement amount is payable to Johnstone on August 1, 2019.
 - If Johnstone is hired by another employer between August 1 and September 15, 2019, the remaining settlement amount is forfeited, and Johnstone shall not receive two-thirds of the total settlement amount.
 - One-third of the total settlement amount is payable to Johnstone on September 16, 2019 if Johnstone has not been hired by another employer by September 15, 2019.
 - One-third of the total settlement amount is payable to Johnstone on October 16, 2019 if Johnstone has not been hired by another employer by October 15, 2019.
 - If Johnstone is hired by another employer between September 16 and October 15, 2019, the remaining settlement amount is forfeited, and Johnstone shall not receive one-third of the total settlement amount.
3. In addition to the settlement amount described in paragraph 2, the District will pay Johnstone the amount it would have contributed to Johnstone's health insurance for a period of 12 months from the date of this agreement, or until Johnstone is insured as an employee of another employer who offers her health insurance, whichever period is shorter. The District's obligation to continue such payments shall cease on the first of the month following the commencement of Johnstone's new employment with an employer offering her health insurance.
4. The District will not initiate any challenge to any claim for unemployment benefits that Johnstone may file after August 1, 2019.
5. In the event of any third-party inquiry regarding Johnstone, including but not limited to prospective employers, the District shall refer the inquiry to Michael Blanchard so long as he is serving on the District School Board. In the event Michael Blanchard is not serving on the District School Board at the time of the inquiry, the inquiry shall be referred to the District's Human Resources Department, which shall only confirm dates of employment and positions held.
6. For and in consideration of the covenants of this Agreement, the District and Johnstone hereby mutually release each other and all their agents and representatives from all claims, causes of action or demands related to Johnstone's employment with and resignation from the District. Johnstone waives her right to file any appeal, including an appeal to the School Board, contesting her resignation. Included in this waiver and release by Johnstone are claims arising from state

and federal wrongful discharge laws, state and federal employment statutes, including, but not limited to, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, all state and federal wage and hour claims, all claims involving intentional torts, and all claims alleging a violation of state or federal whistleblower statutes. Expressly excluded from this waiver is Johnstone's right to defense and indemnification under ORS 30.285 *et seq.*

- a. Notice to Johnstone. This Agreement contains a release of claims under the Age Discrimination in Employment Act (the "ADEA"). By executing this Agreement, Johnstone certifies she has knowingly and voluntarily given up any claims that she may have under the ADEA if those claims arose before Johnstone signed this Agreement.

Under the ADEA, Johnstone may take up to 21 days to consider the terms of this Agreement. Johnstone has the right to accept in less time by signing and delivering this Agreement to the District. Johnstone is urged to use as many of the 21 days as necessary to consider this Agreement and to consult with an attorney about it. Johnstone acknowledges that she has been given at least 21 days to consider this Agreement prior to signing it, and her signature on this Agreement is completely voluntary.

Under the ADEA, Johnstone may revoke this Agreement within seven (7) days of the date on which he signed the Agreement. If Johnstone revokes, then she will not receive any of the considerations set forth in this Agreement. To be effective, Johnstone's revocation must be in writing and returned to the District within seven (7) days of the date she signed this Agreement.

7. The agreements by the parties to each of the foregoing provisions of this Agreement are mutually dependent, each upon the other. The consideration with respect to each individual provision includes, but is not limited to, the agreement of each party to be bound by every other term of this Agreement. The pledges contained in this Agreement are not mere recitals; they are contractual provisions.
8. The parties agree that this Agreement represents the extent of any promises or obligations made by the parties, and that all parties have had the opportunity to consult with legal counsel before entering into it.

For the District:

Board Chair

Date

Dr. Michelle Johnstone

Date

RESOLUTION NO. #19-20-02

A RESOLUTION OF DALLAS SCHOOL DISTRICT NO. 2, POLK COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF FULL FAITH AND CREDIT OBLIGATIONS, SERIES 2019; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND AN ESCROW AGREEMENT; AND RELATED MATTERS.

WHEREAS, the Board of Directors of the Dallas School District No. 2, located in Polk County, Oregon (the "District"), is authorized pursuant to the Constitution and laws of the State of Oregon, specifically, Oregon Revised Statutes ("ORS") Section 271.390 to enter into financing agreements to finance the redevelopment of the Dallas High School track, including demolition of the existing track, development of a new track and related equipment and site improvements (the "Project"), and to pay the costs of issuance; and

WHEREAS, it is advantageous for the District to authorize and enter into a financing agreement (the "Financing Agreement") to finance the Project and pay costs of issuance. In addition, the District may enter into an escrow agreement (the "Escrow Agreement") which would authorize the escrow agent to issue Full Faith and Credit Obligations, Series 2019, which are payable from funds provided by the District under the Financing Agreement (the "Obligations"), in an aggregate principal amount not to exceed \$1,250,000 and pay costs of issuance; and

WHEREAS, the District anticipates incurring expenditures (the "Expenditures") before the issuance of the Financing Agreement to pay the costs of the Project and wishes to declare its official intent to reimburse itself for any Expenditures the District may make from its own funds on the Project from the proceeds of the Financing Agreement, the interest on which may be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, the Board of Directors of Dallas School District No. 2, Polk County, Oregon, resolves as follows:

SECTION 1. AUTHORIZATION OF FINANCING AGREEMENT.

The District authorizes the:

a. Issuance and Sale of Financing Agreement. The District authorizes the issuance and sale of a Financing Agreement of the District which shall be issued in an aggregate principal amount not to exceed \$1,250,000 to finance the Project and to pay the costs related to the authorization, sale, issuance and delivery of the Financing Agreement and the Obligations. The Project is needed and constitutes real or personal property.

The estimated weighted average life of the Financing Agreement will not exceed the estimated dollar weighted average life of the Project financed by the Financing Agreement, as required by ORS 271.390.

b. Escrow Agreement. The District also authorizes the execution and delivery of an Escrow Agreement between the District and the escrow agent, if necessary, in a form satisfactory to the Authorized Representative, pursuant to which an escrow agent may execute the certificated Obligations representing the principal amount payable under the Financing Agreement, and

evidencing the right of the escrow agent to receive the District's finance payments under the Financing Agreement.

SECTION 2. FINANCE PAYMENTS.

The District shall pay the amounts due under the Financing Agreement from any and all of its legally available taxes, revenues and other funds as authorized by ORS 271.390. The District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due under the Financing Agreement pursuant to ORS 287A.315.

SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVE.

The District hereby authorizes the Chair, Superintendent and Director of Fiscal Services (each an "Authorized Representative") or a designee of an Authorized Representative to act on behalf of the District and determine the remaining terms of the Financing Agreement as delegated in Section 4 below.

SECTION 4. DELEGATION OF FINAL TERMS AND SALE AND ADDITIONAL DOCUMENTS.

The Authorized Representative is authorized, on behalf of the District, to:

- a. determine if the Financing Agreement shall be placed with a bank or other financial institution or sold to the public markets;
- b. determine if the Financing Agreement shall be issued as a federally tax-exempt or taxable obligation;
- c. select a purchaser or underwriter and negotiate the terms of a purchase agreement, as determined by the Authorized Representative;
- d. approve of and authorize the distribution of any preliminary and final Official Statements, if necessary;
- e. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory redemption provisions, interest rates, denominations, and all other terms under which the Obligations or Financing Agreement shall be issued, sold, executed, and delivered;
- f. appoint an escrow agent, registrar and paying agent, if necessary;
- g. negotiate the terms and approve of the Financing Agreement and any escrow agreement as the Authorized Representative determines to be in the best interest of the District, and execute and deliver the Financing Agreement and any escrow agreement;
- h. determine whether the issuance shall be Book-Entry and take such actions as are necessary to qualify the issuance for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations as necessary;
- i. seek to obtain a rating, if determined by the Authorized Representative to be in the best interest of the District;

j. apply for municipal bond insurance, if determined to be in the best interests of the District, and expend proceeds to pay any insurance premiums and to execute and deliver any required insurance agreement;

k. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if necessary;

l. covenant for the benefit of the lender or holders of the Obligations to comply with all provisions of the Code that are required for interest paid under any federally tax-exempt Financing Agreement to be excluded from gross income for federal income tax purposes, if applicable;

m. enter into additional covenants for the benefit of the lender that an Authorized Representative determines are desirable to obtain more favorable terms for the Financing Agreement;

n. approve, execute and deliver a Tax Certificate, if applicable;

o. designate the Financing Agreement as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, if applicable;

p. make any clarifying changes or additional covenants not inconsistent with this Resolution; and

q. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and the Obligations in accordance with this Resolution.

SECTION 5. REIMBURSEMENT.

The District hereby declares its official intent to reimburse itself for any Expenditures the District may make from its own funds on the Project prior to issuance of the Financing Agreement from the proceeds of the Financing Agreement, the interest on which may be excluded from gross income under the Code. This Resolution is adopted as official action of the District in order to comply with Treasury Regulation Section 1.150-2.

SECTION 6. APPOINTMENT OF UNDERWRITER OR PLACEMENT AGENT AND SPECIAL COUNSEL.

The District appoints Hawkins Delafield & Wood LLP, as Special Counsel to the District for the issuance of the Financing Agreement and Obligations and Piper Jaffray & Co., as underwriter or placement agent.

ADOPTED by the Board of Directors of the Dallas School District No. 2, Polk County, Oregon this _____ day of _____, 2019.

**DALLAS SCHOOL DISTRICT NO. 2
POLK COUNTY, OREGON**

By: _____
Chair, Board of Directors

ATTEST:

By: _____
Superintendent/District Clerk