



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

**Reynolds School District  
Board of Education Regular**

January 18, 2017

7:00 PM

Fairview City Hall

1204 NE 201st Ave

Fairview, Oregon 97024

I.	<b>6:00PM Executive Session</b>	
	The Reynolds school Board will recess into Executive Session under ORS 192.660(2)(a) Employments, ORS 192.600(2)(d) Negotiations and ORS 192.660(2)(e) Real Estate Transactions.	
	<b>Executive Session is closed to the public.</b>	
II.	7:00 PM Call to Order	3
	A. <i>Pledge of Allegiance</i>	
	B. Appreciation to Attendees	
	C. Consider Approval of the January 18, 2017 Agenda	
III.	<b>7:20PM Presentation to the Board *</b>	
	A. Field Trip(s)	
	i. RLA April 13-16, 2017 Oregon Shakespeare Festival, Ashland	
	ii. LMS April 2017 AVID/Outward Bound	
IV.	<b>7:30PM Public to be Heard</b>	4
V.	<b>7:51PM Board Reports</b>	
	A. Reynolds Education Foundation	7
	B. Citizen Oversight Committee - Chair William Ohle	8
	C. Project Owner's Report - Robert Collins, Day CPM	9
	D. Student Board Representative - Graham Ring, RHS	23
	E. Board Member Announcements	24
	i. Board Reports/Announcements	
	a. Board Vacancy - expiring June 30, 2017	25
	b. Upcoming Board Meetings	29
VI.	<b>8:20PM Superintendent's Reports</b>	
	A. Announcements/Reports	30
	i. Proclamation: January School Board Recognition Month	31
	ii. Division 22 Standards Report	32
	B. Student Achievement	
	C. Fiscal Responsibility	35
	i. Enrollment Report	36

	ii. Financial Report	42
VII.	<b>8:45PM Consent Agenda</b>	<b>51</b>
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	
	i. December 7, 2016 Local Contract Review Board Meeting Minutes	52
	ii. December 7, 2016 Work Session Meeting Minutes	53
	iii. December 20, 2016 Business Meeting Minutes	58
VIII.	<b>8:35PM Action Items</b>	
	A. Resolution 2016-2017-007 Black History Month	64
	B. Nursing Contracts - MESD	66
	C. IGA - Willamette ESD, ERates	103
	D. Overnight Field Trips	
	i. Reynolds Learning Academy Spring overnight to Oregon Shakespeare Festival	113
	ii. HB Lee Middle School - April 2017 AVID overnight	122
	E. Policy GCBDD/GDBDD - Sick Time*	126
IX.	<b>9:20PM Board Discussion</b>	<b>129</b>
X.	<b>9:30PM Adjourn</b>	
XI.	i. 6:00 PM Executive Session	



## Business Meeting

January 11, 2017

To: Board of Directors

From: Dr. Linda Florence, Superintendent

Through: Board Chair Joe Teeny/Vice Chair Dane Nickerson

**Subject: Call to Order**

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### Summary:

- A. Appreciation to Attendees
- B. *Pledge of Allegiance*
- C. Consider Approval of the January 11, 2017 Agenda

### Motion:

I move to approve the January 11, 2017 agenda, (as amended) as presented.



## Public Comment

January 11, 2017

To: Board of Directors

From: Community Members/Parents/Students/Staff

Through: Dr. Linda Florence, Superintendent

**Subject: Public to be Heard**

Date: January 6, 2017

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### **Summary:**

This is a time for patrons to address the board with comments, and the board will listen only. The board may choose not to address your request if what you wish to speak about is outside the scope of the board governance. We ask that you remember that Oregon law prohibits us from discussing specific employees or their job performance.

A sign-up sheet is available prior to the start of the business meeting. Limit 7 speakers, 3 minutes per person.

Written comment may also be submitted for review by the board.



Welcome!

Public Comment

The Reynolds School Board invites and encourages citizen attendance and involvement.

Thank you for coming!

All Board of Education monthly business meetings (with the exception of executive session) are open to the public and are conducted in public - but are not necessarily meetings for public participation. Hearings on subjects are conducted at separate meetings.

*Note: Tonight's business meeting is designed to keep presentations and deliberations efficient and effective. The Board will not comment, but listen only. They may choose call your name for public testimony at the end of the meeting if your topic is a non-agenda item.*

*The board may choose not to address your request if your topic is outside the scope of the Board's governance. We ask that you remember that Oregon law prohibits us from discussing specific employees or their job performance.*

The Board encourages citizens to share their ideas, opinions, raise questions, concerns or compliments. If you wish to speak, please put your name and information on the *Public to be Heard - Sign-In Log* and complete this form. Please submit form to the Board Secretary prior to the start of the meeting. Requests to speak are not accepted after the meeting starts but you may use this form to provide written testimony instead.

- ✓ The Board Chair will call your name when it is your turn to speak as defined by the explanation you provide of your topic when that specific agenda item is addressed.
- ✓ You will address the Board with your public testimony **limited to 3 minutes** for each individual. Due to time constraints, the maximum amount of public testimony is 7 individuals.
- ✓ Please complete the form fully with adequate detail so you will be able to speak. Forms not completed fully may result in the inability of the board to call you for public to be heard.
- ✓ When called, please state your name, relationship to district, place of residence and the subject which you will address.

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Relationship with District:     Citizen/Community Member     Employee     Parent     Student

**Agenda Item/Topic** \_\_\_\_\_

**Group Spokesperson?** Yes \_\_\_\_\_ No \_\_\_\_\_ Group: \_\_\_\_\_

Written Comments *(use the reverse side if needed)*

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## Reports

January 11, 2017

To: Board of Directors

From: Reynolds Education Foundation

Through: Dr. Linda Florence, Superintendent

**Subject:** Board Reports - **Reynolds Education Foundation**

Date: January 6, 2017

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**Summary:**

Members of the Reynolds Education Foundation will provide an update report to the board.



## Board Reports

January 11, 2017

To: Board of Directors

From: Citizen's Oversight Committee Chair William Ohle

Through: Dr. Linda Florence, Superintendent

**Subject:** Board Reports – **Citizen's Oversight Committee**

Date: January 6, 2017

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**Summary:**

The Reynolds Citizen Oversight Committee will be providing an update to the board on their meetings.



## Presentation

January 11, 2017

To: Board of Directors

From: Rachel Hopper, Chief Financial & Operating Officer

Through: Dr. Linda Florence, Superintendent

**Subject: 2015 Bond Project Owner's Representative Quarterly Report**

Date: January 6, 2017

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### **Summary:**

Attached is the following document:

- 2015 Bond Program Executive Report for January 11, 2017

The quarterly bond project report from the District's Owner's Representative, Day CPM, will be presented to the Board.

## REYNOLDS SCHOOL DISTRICT

### Quarterly Board Report

### EXECUTIVE SUMMARY

### Reynolds School District

### 2015 Bond Program

January 11, 2017



**Prepared by:** DAY CPM

**Prepared for:** Reynolds School Board  
Reynolds SD, Bond Project File

## PROJECT FACTS

<b>Project Location:</b>	Multnomah County
<b>Project Owner:</b>	Reynolds School District #7 Dr. Linda Florence, Superintendent Rachel Lopez Hopper, CFO/COO (Bond Program Manager) 1204 NE 201 <sup>st</sup> Ave Fairview, OR 97204 (503) 661-7200
<b>Owner's Representative:</b>	DAY CPM Bob Collins, Senior Project Manager 12745 SW Beaverdam Rd., Suite #120 Beaverton, OR 97008 (503) 434-3650
<b>Architects:</b>	DOWA – High School Additions & Remodel BLRB – 3 Replacement Elementary Schools & District-Wide Secure Vestibules
<b>General Contractor:</b>	Secure Vestibules – Bremik Construction Fairview Elementary – Skanska USA Building, Inc. Troutdale Elementary – Bremik Construction Wilkes Elementary – Skanska USA Building, Inc., Reynolds High School – LCG Pence
<b>Jurisdictions:</b>	City of Fairview City of Gresham City of Portland City of Troutdale Multnomah County
<b>Funding Sources:</b>	100% Bond Funds
<b>Scheduled Completion:</b>	Required by Summer 2019
<b>Project Description:</b>	\$137M project budget, 3 new elementary schools, major additions & renovations at the high school, and 12 new secure vestibules at other District schools.

## EXECUTIVE SUMMARY

On May 19, 2015, the Reynolds School District successfully passed their \$125 Million general obligation bond thanks to the votes of devoted citizens. A bond premium was realized during the bond sale that increased the project budget by another \$14 Million.

A major component of this bond program will include the construction of three new elementary schools at the existing sites of Fairview Elementary, Troutdale Elementary, and Wilkes Elementary. The Bond program also includes additions & renovations to be constructed at Reynolds High School. The final element of the Bond Program is the design and construction of secure vestibules in 12 other schools within the District. These secure vestibule projects will be scheduled for completion during the summer months over the next two to three years.

The core teams that will be responsible for guiding and directing the various projects are now complete through the contract execution with three CM/GC firms for the Secure Vestibules Project, the High School, and all three Elementary School replacement projects.

The District has contracted for services via Request for Proposals from a number of professional consultants. The following are brief updates of their work on the bond projects:

### ARCHITECTURAL SERVICES

#### Reynolds HS Design Services – DOWA | IBI Group

DOWA/IBI Group has completed and provided 50% Construction Drawings for the renovation of Reynolds High School to District Administration and staff. The CD drawings and specifications are being collaboratively reviewed for constructability and conformance to program direction by District Leadership, contractors and consultants. Concurrently the CM/GC, the District's cost consultant RLB, DAY CPM and the design team are providing up to date construction cost estimates.

The project team received approval with conditions for the District's application for Multnomah County Road Rules Variance for the scope of work that creates right turn exist lane onto 257<sup>th</sup> Avenue for Buses only.



*Reynolds High School Schematic New Front Entrance*

**Reynolds Secure Vestibule Design Services** – BLRB Architects has completed 50% Construction documents for these schools. The documents are being reviewed by the Owner’s team to validate conformity to program requirements. Concurrently, the District Security provider is completing work to establish locations for cameras, access control and audio intrusion devices. BLRB is also providing Construction Administration for the Phase One SV projects. (See additional comments under the CM/GC Contractors section below).

**Reynolds Wilkes ES Design Services** – BLRB is in early phases of Construction Design Drawings for Wilkes Elementary School. The team is currently working with the City of Gresham on several final conditional issues.

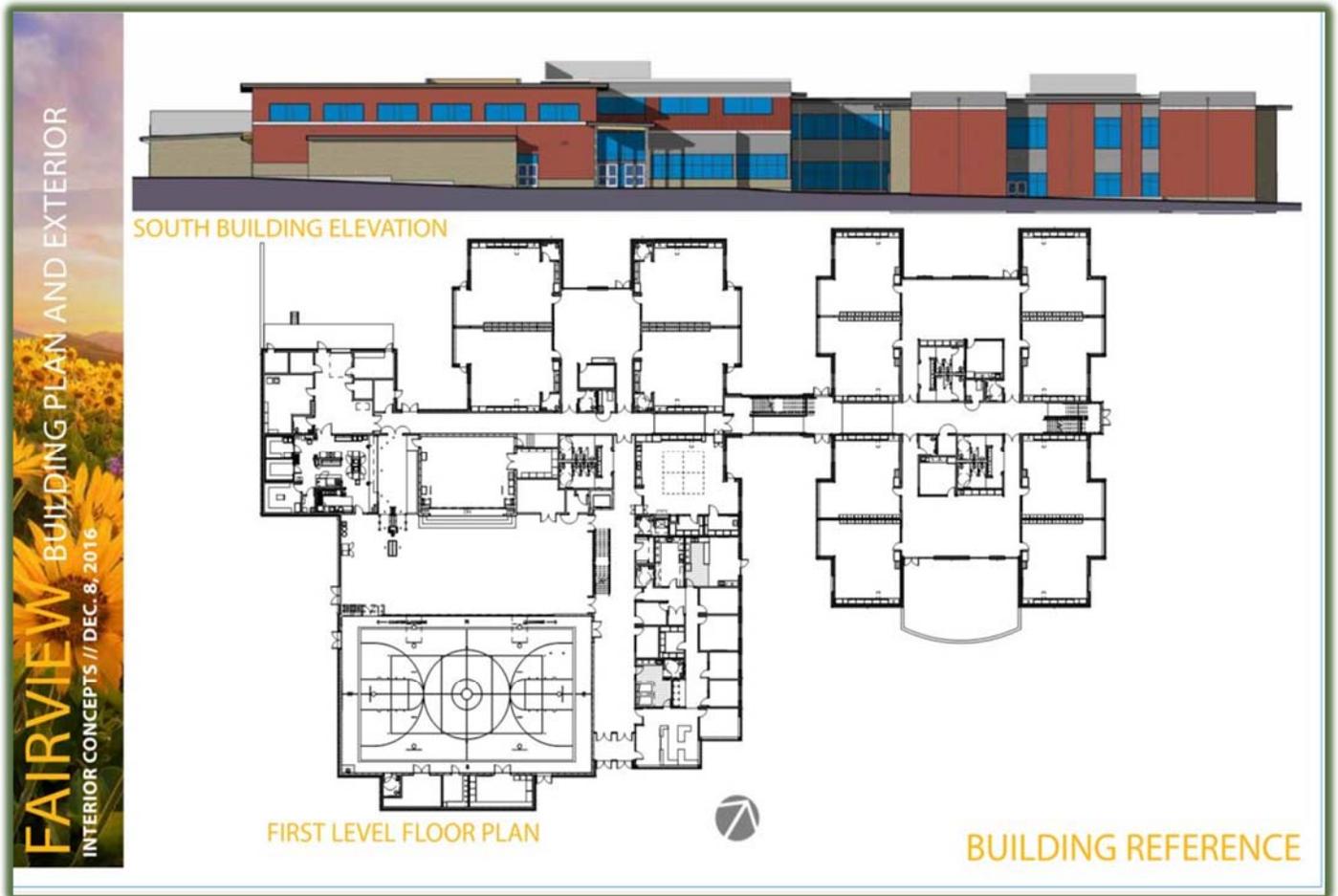


*Wilkes ES DD drawings*

**Reynolds Fairview Design Services** - BLRB has completed and released 100% Design Development Drawings for this project on December 7<sup>th</sup>. The District leadership team is currently reviewing for conformance to Program requirements and constructability.

Further discussions among the project team are underway to bring the design and corresponding estimate in agreement with the current construction allocations for this school.

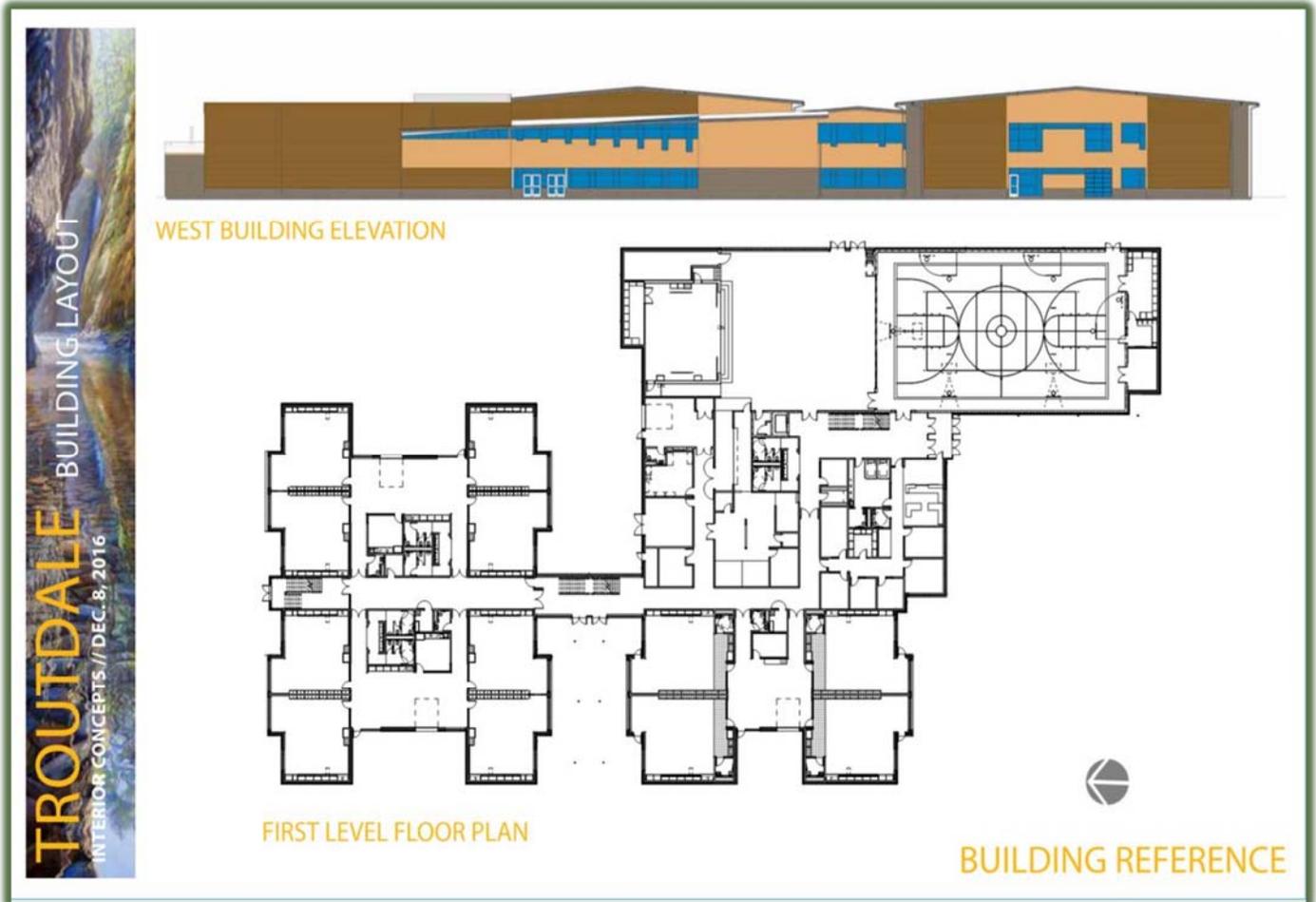
A Land Use application is completed and has been submitted to the City of Fairview. The project team has received the Completeness Review by the City with some unresolved questions. The Planning Commission hearing on the application was held on January 10, 2017.



*Fairview ES Design Development*

**Reynolds Troutdale Design Services** - BLRB has completed Design Development for Troutdale Elementary School and delivered documents to the team s for this project on January 9<sup>th</sup>. They are working with Bremik Construction to develop phased drawings to allow early work around Spring Break 2017.

The project team is working with the Troutdale Planning and Public Works Departments in discussions on issues concerning undergrounding utilities on 5<sup>th</sup> Street and half street improvements along Harlow Avenue.



*Troutdale ES Design Development*

## OTHER PROFESSIONAL SERVICES

**Surveying** – Chase Jones has completed all known tasks to date.

**Geo Technical Environmental Services** – There is some additional work being performed at RMS and RHS to determine best designs on existing and new drywells.

**Commissioning Services** – NWESI (Northwest Environmental Services Inc.) is currently engaged in early work at all three Elementary Schools and the High School.

**Building Envelope Consulting Services** – Façade Group was recently selected through an RFP process to complete building envelope consulting services on behalf of the District for the three new Elementary Schools and the High School Renovation & Addition Project during the design and construction process.

**Hazardous Materials Testing** – PBS Environmental monitored abatement work at Reynolds High School during winter break and will be monitoring additional abatement work at Reynolds High School over Spring Break. They are also currently working on abatement and demolition design documents for the three elementary schools and nine remaining Secure Vestibule projects.

**Materials Testing Special Inspections** – Carlson Testing is now under contract for Special Inspections at Reynolds Middle School and Sweetbriar ES. This scope of work for the High School and Elementary Schools will be put out for bid once the construction documents (CD) are at 90% complete.

**Traffic Engineering Services** – Kittleson & Associates have completed their Traffic Impact Studies for RHS, Wilkes ES, Fairview ES and Troutdale ES.

**Cost Consultant Services** – Rider, Levett, Bucknall (RLB) has completed their Design Development estimates for Wilkes and Fairview ES and Reynolds High School and will be working with our CM/GC partners to reconcile their estimates with each other.

## CM/GC CONTRACTORS

### Secure Vestibules:

Bremik Construction is looking to complete Phase One project construction. These will be completed by the end January 2017. All of the storefront has been installed and final finishes are currently being finalized.

The School District has a separate contract with Sonitrol Pacific to provide cameras, access control, audio intrusion alarm systems at each of the Secure Vestibule projects.



*Reynolds Middle School Front Entrance steel installation*

### **3 Replacement Elementary Schools:**

#### **Wilkes Elementary School**

Skanska USA is currently under contract for Phase I Pre-Construction Services in the amount of \$130,000.

They have been working in this phase, initially, assisting the BLRB, with finding the best design for the HVAC systems in conjunction with the Mechanical Engineers and Energy Modeling Engineers. Skanska has recently engaged with Trade assist partners in Mechanical, Electrical and Plumbing scopes of work to help with constructability and design input.

Skanska is also working on construction schedules, site safety plans and phasing of construction activities with the District, BLRB and Owner's Representative.

The target Construction budget or GMP has been set at \$24,600,000.

#### Fairview Elementary School

The District and Skanska USA are working on Design Development budgets and schedule for this project. The project team is in the process of revising and considering value engineering options.

Their contract for Phase One Services is in the amount \$80,000.

The target Construction budget or GMP has been set at \$23,500,000.

#### Troutdale Elementary School

Bremik Construction has delivered their initial schedule and budget for this project. They are currently work with BLRB on Construction Document release in phases. The project team is in the process of revising and considering value engineering options.

They plan to do selective abatement of hazardous materials in the Gym over Spring Break.

Their contract for Phase One Services is in the amount \$106,808.

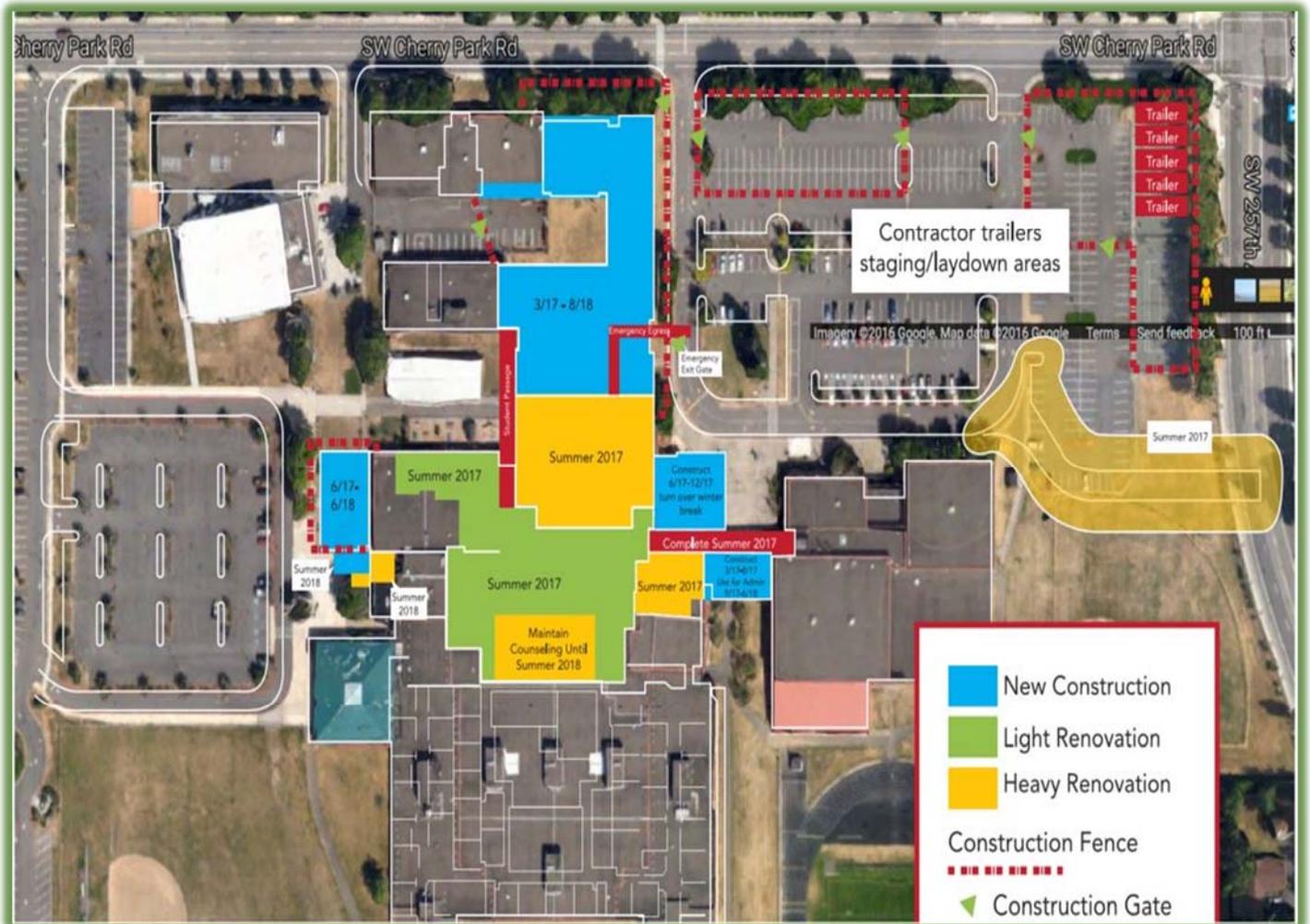
The target Construction budget or GMP has been set at \$23,700,000.

#### Reynolds High School Additions & Renovation:

LCG Pence has an approved contract for Phase Once Services. LCG Pence has received 3 early work amendment (EWA). The most recent EWA authorizes abatement of a percentage of the asbestos containing floor tiles, relocation of a gas line and remediation efforts to sprinkler heads in the Arts Building auditorium.

The target Construction budget or GMP has been set at \$25,649,488.

LCG Pence has made significant progress with phasing and logistics planning for the phase construction at the High School.



*Current RHS Construction Sequencing Plan*

**BUDGET:** The chart illustrates expenditures of the budget through November 2016, December project reconciliation was ongoing at the time of this report.



**SCHEDULE:** Below is a timeline currently drafted by our CM/GC's to outline some of the major milestones of the project construction over the next two years.

## RSD BOND DRAFT MASTER SCHEDULE

<b>PH II District Wide Secure Vestibules</b>	<b>05/24/16</b>	<b>09/01/17</b>
<b>PH II SCHEMATIC DESIGN</b>	<b>10/31/16</b>	<b>03/06/17</b>
100% Design Documents (DD)	10/31/16	11/29/16
100% Construction Documents (CD)	01/05/17	01/11/17
<b>CM/GC PRE-CONSTRUCTION</b>	<b>05/24/16</b>	<b>01/11/17</b>
<b>CM/GC CONSTRUCTION</b>	<b>06/19/17</b>	<b>09/01/17</b>
Mobilize & Start Work	06/19/17	06/19/17
Substantial Completion	09/01/17	09/01/17
<b>RHS</b>	<b>09/15/16</b>	<b>09/11/18</b>
<b>SCHEMATIC DESIGN</b>	<b>09/26/16</b>	<b>03/06/17</b>
100% Design Documents (DD)	09/26/16	10/07/16
100% Construction Documents (CD)	02/14/17	03/06/17
<b>CM/GC PRE-CONSTRUCTION</b>	<b>09/15/16</b>	<b>02/21/17</b>
<b>CM/GC CONSTRUCTION</b>	<b>03/27/17</b>	<b>09/11/18</b>
Mobilize & Start Work	03/27/17	03/27/17
Substantial Completion	09/11/18	09/11/18
<b>WILKES</b>	<b>07/28/16</b>	<b>08/31/18</b>
<b>SCHEMATIC DESIGN</b>	<b>11/03/16</b>	<b>04/04/17</b>
100% Design Documents (DD)	11/03/16	11/16/16
100% Construction Documents (CD)	03/15/17	04/04/17
<b>CM/GC PRE-CONSTRUCTION</b>	<b>07/28/16</b>	<b>03/08/17</b>
<b>CM/GC CONSTRUCTION</b>	<b>03/20/17</b>	<b>08/31/18</b>
Mobilize & Start Work	03/20/17	03/20/17
Substantial Completion	08/31/18	08/31/18
<b>FAIRVIEW</b>	<b>08/25/16</b>	<b>08/31/18</b>
<b>SCHEMATIC DESIGN</b>	<b>12/05/16</b>	<b>05/01/17</b>
100% Design Documents (DD)	12/05/16	12/16/16
100% Construction Documents (CD)	04/11/17	05/01/17
<b>CM/GC PRE-CONSTRUCTION</b>	<b>08/25/16</b>	<b>04/12/17</b>
<b>CM/GC CONSTRUCTION</b>	<b>05/18/17</b>	<b>08/31/18</b>
Mobilize & Start Work	05/18/17	05/18/17
Substantial Completion	08/31/18	08/31/18
<b>TROUTDALE</b>	<b>09/15/16</b>	<b>08/31/18</b>
<b>SCHEMATIC DESIGN</b>	<b>11/29/16</b>	<b>04/03/17</b>
100% Design Documents (DD)	11/29/16	12/12/16
100% Construction Documents (CD)	03/14/17	04/03/17
<b>CM/GC PRE-CONSTRUCTION</b>	<b>09/15/16</b>	<b>03/22/17</b>
<b>CM/GC CONSTRUCTION</b>	<b>05/16/17</b>	<b>08/31/18</b>
Mobilize & Start Work	05/16/17	05/16/17
Substantial Completion	08/31/18	08/31/18

**END OF REPORT**



## Board Reports

January 11, 2017

To: Board of Directors

From: Student Board Representative Graham Ring, RHS

Through: Dr. Linda Florence, Superintendent

**Subject: Student Board Representative - Board Report**

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### Summary:

Student Board Representative will provide a brief report to the board on current events shared by students at the High Schools.

A. Student Board Representative – **Graham Ring**



## Reports – Board Member Announcements

January 11, 2017

To: Board of Directors

From: Board Chair Joe Teeny/Vice Chair Dane Nickerson

**Subject: Board Announcements & Upcoming Board Meetings**

Date: January 6, 2017

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### Summary:

- I. Individual Board Members – Announcements/Reports
- II. Board Announcements
  - a. Board Vacancy
    - Position #1 Vacant – formerly held by Diane Whitehead
    - Expires June 30, 2017
  - b. Upcoming Board Meetings:
    - **January 25, 2017 – Work Session** – Reynolds High School
      - 6:00pm Work Session
    - **February 3, 2017 – Special Session** – Reynolds Professional Development Center – Edgefield, bldg. A
      - 6:00pm Board Applicant Interviews
    - **February 8, 2017 – Business Meeting** – Fairview City Hall, Chambers
      - 6:00pm Executive Session (closed to the public)
      - **7:00pm** Business Meeting



Reynolds School District  
 Administration Offices  
 1204 NE 201<sup>st</sup> Avenue  
 Fairview, OR 97024  
 503.661.7200 • FAX 503.667.6932

January 3, 2017

RE: BOARD OF EDUCATION - APPLICATION

Thank you for your interest in our District and your willingness to serve on our Board of Education. Board members and staff, as a team, tackle the challenges of empowering our students for the 21<sup>st</sup> Century and maximizing the cost-effectiveness of our operations.

The Board seat you are applying for is Position #1, formerly held by Diane Whitehead. This seat expires June 30, 2017. Please complete this application and submit to our Board Secretary, Connie Philibert, by February 2, 2017.

Interviews with the Board of Education will be held on February 3, 2017, 6:00pm at a Special Work Session. Please feel free to contact Ms. Philibert with any questions about the process or about being a School Board Member.

Last Name, First Name	
Address	
Cell Phone	Home Phone
Email Address	
Current Job Title	Employer
Number of Years Living in the Reynolds School District	<input type="checkbox"/> YES <input type="checkbox"/> NO Registered Voter in the Reynolds School District?
<input type="checkbox"/> YES <input type="checkbox"/> NO Do you have children currently attending a school in the Reynolds School District?	Name of School(s)
<input type="checkbox"/> YES <input type="checkbox"/> NO Have you or a family member graduated from Reynolds School District?	

Briefly describe your background and qualifications that you feel would be valuable to the Reynolds Board of Education:

Please list any community activities you have been involved with during your local residency:

Please outline why you are interested in serving on the Reynolds Board of Education:

What do you see as the key issues facing the District and outline how you would deal with them?



Reynolds School District  
 Administration Offices  
 1204 NE 201<sup>st</sup> Avenue  
 Fairview, OR 97024  
 503.661.7200 • FAX 503.667.6932

3 de enero de 2017

REFERENCIA: JUNTA DIRECTIVA – APLICACIÓN

Gracias por su interés en nuestro Distrito y su disposición para servir en nuestra Junta Directiva de Educación. Los miembros de la Junta Directiva y el personal, como equipo enfrentan los desafíos de empoderar a nuestros estudiantes para el siglo 21 y maximizar la relación entre el costo y el rendimiento de nuestras operaciones.

El puesto en la Junta Directiva al que usted está postulándose es la Posición N° 1, ocupada anteriormente por Diane Whitehead. El término para esta posición vence el 30 de junio del 2017. Por favor, complete esta aplicación y entréguela a nuestra Secretaria de la Junta Directiva, Connie Philibert, a más tardar el 2 de febrero de 2017.

Las entrevistas con la Junta Directiva de Educación se llevarán a cabo el 3 de febrero de 2017 a las 6:00 PM en un Sesión Especial de Trabajo. Por favor siéntase con la libertad de comunicarse la La Sra. Philibert si tiene alguna pregunta sobre el proceso o sobre ser un Miembro de la Junta Directiva.

Apellido, Nombre	
Dirección	
Teléfono Celular	Teléfono Domiciliario
Correo Electrónico	
Título del trabajo actual	Empleador
Cantidad de años viviendo en el área de Reynolds School District	<input type="checkbox"/> SI <input type="checkbox"/> NO ¿Está registrado/a para votar en el área de Reynolds School District?
<input type="checkbox"/> SI <input type="checkbox"/> NO ¿Tiene niños que actualmente asisten a una escuela en Reynolds School District?	Nombre de la/las escuela/a
<input type="checkbox"/> SI <input type="checkbox"/> NO ¿Se ha graduado usted o alguien de su familia en Reynolds School District?	

Describa brevemente su experiencia y cualificaciones que usted cree que pueden valiosas para la Junta Directiva de Reynolds:

Por favor haga una lista de la/s actividad/es comunitaria en la que usted ha estado involucrado/a durante su residencia local:

Por favor, describa por qué está usted interesado/a en servir en la Junta Directiva de Educación de Reynolds:

¿Cuáles cree usted que son los problemas principales que enfrenta el distrito y describa cómo trataría con ellos?

# Reynolds School District #7

## 2016-17 Board Meeting Calendar

July 2016						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

 Monthly Scheduled Business Meeting

 Spring/Winter Break

 Work Session

 First and Last Day of School

 Budget Workshop/Meetings

 Holidays

 NSBA Conference

 OSBA Conference



## Superintendent's Reports

January 11, 2017

To: Board of Directors

From: Superintendent Dr. Linda Florence

**Subject: Superintendent Announcements and Reports**

Date: January 6, 2017

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### Summary:

Superintendent Dr. Linda Florence will provide announcements/reports to the Board.

A. Announcements

- Proclamation: January School Board Recognition Month
- Division 22 Standards Report

B. Student Achievement

STATE OF OREGON  
**PROCLAMATION**  
OFFICE OF THE GOVERNOR

**WHEREAS:** Oregonians rely on public education to ensure a prosperous quality of life and strong economic health for Oregon; and

**WHEREAS:** Locally elected boards fulfill leadership roles and serve as the conduit through which teachers, parents, businesses, and communities demonstrate the care, creativity, and support that lead to high-quality, welcoming, and inclusive learning environments for each Oregon student; and

**WHEREAS:** Public schools nurture and train diverse student populations to the best of their ability, whatever the resources, to give students the knowledge, skills, and opportunities they need to succeed; and

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**WHEREAS:** Board members build the framework that make it possible for education organizations to teach Oregon's children; and

**WHEREAS:** The committed Oregonians who serve on the boards of the state's 197 school districts, 19 education service districts, and 17 community colleges deserve recognition and thanks for their dedication to the education needs of the people of Oregon.

**NOW,**

**THEREFORE:** I, Kate Brown, Governor of the State of Oregon, hereby proclaim **January 2017** to be

**SCHOOL BOARD RECOGNITION MONTH**

in Oregon and encourage all Oregonians to join in this observance.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Great Seal of the State of Oregon to be affixed. Done at the Capitol in the City of Salem in the State of Oregon on this day, December 5, 2016.



A handwritten signature in black ink, appearing to read "Kate Brown".

Kate Brown, Governor

A handwritten signature in black ink, appearing to read "Jeanne P. Atkins".

Jeanne P. Atkins, Secretary of State



## **Board Report**

### **January 11, 2017**

To: Board of Directors

From: Dr. Linda Florence, Superintendent

**Subject: Division 22 Compliance for 2016-2017**

Date: January 6, 2017

#### **Summary:**

As required by OAR 581-022-1610, all Oregon school districts must report to their respective communities annually to the status of the district's compliance to Division 22 Standards. Districts must report to their local communities and local Board of Directors areas of compliance and plans in place for areas of non-compliance.

Staff is pleased to report that the district is in compliance with all Division 22 Standards.

#### **Background:**

In 2015-16 and 2014-15, the Reynolds School District was in compliance with all Division 22 Standards.

In 2013-14, Reynolds School District was in compliance with all areas except for the following:

- OAR. 581-022-0413: Prevention Education Programs in Drugs and Alcohol.
- OAR. 581-022-0416: Anabolic Steroids and Performance Enhancing Substances.
- OAR. 581-022-0440: Human Sexuality Education.
- OAR. 581-022-1720: Personnel Policies.

#### **Financial Implications:**

None

#### **Staff Recommendation:**

None



**Division 22**  
**Standards for Public Elementary and Secondary Schools**  
**2016-2017 Assurances**  
**REPORT TO COMMUNITY**

This list is provided to assist you in your report to your community as required by OAR 581-022-1610.  
 Please ***do not*** submit this form to the Oregon Department of Education.

- ✓ Determine your district's compliance with the Oregon Administrative Rules (OARs) located in Chapter 581, Division 22. The OARs are available for review the Secretary of State's webpage at [http://arcweb.sos.state.or.us/pages/rules/oars\\_500/oar\\_581/581\\_022.html](http://arcweb.sos.state.or.us/pages/rules/oars_500/oar_581/581_022.html).
- ✓ Identify areas of compliance and non-compliance by checking the appropriate boxes in the chart below. Districts should report to their communities on each of the standards listed below.
- ✓ Report your district's compliance or non-compliance to the Division 22 Standards for Public Elementary and Secondary Schools to your local district school board by **January 15, 2017**.

OAR Number	Title	Compliance Status	
		Yes, in compliance	No, not in compliance
0405	Career Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0413	Prevention Education Programs in Drugs and Alcohol	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0416	Anabolic Steroids and Performance Enhancing Substances	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0421	Safety of School Sports -- Concussions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0606	District Improvement Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0610	Administration of State Assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0612	Exception of Students with Disabilities from State Assessment Testing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0615	Assessment of Essential Skills	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0617	Essential Skill Assessments for English Language Learners	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0705	Health Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0711	Policies on Reporting Child Abuse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0807	Standardization	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1030	Local District Goals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1060	School and District Performance Report Criteria	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1130	Diploma Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1131	Credit Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1133	Extended Diploma	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1134	Modified Diploma	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1135	Alternative Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1140	Equal Education Opportunity (includes Harassment, Intimidation, Bullying and Cyberbullying)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1210	District Curriculum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1215	Literacy Instruction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1310	Identification of Academically Talented and Intellectually Gifted Students	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1320	Rights of Parents of Talented and Gifted Students	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1330	Programs and Services for Talented and Gifted Students	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1340	Special Education for Children with Disabilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1350	Alternative Education Programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1360	Expanded Options Annual Notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1364	Expanded Options - Requirements for Oregon Public School Districts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1366	Expanded Options Program Annual Credit Hour Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1420	Emergency Plans and Safety Programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1430	Asbestos Management Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1440	Human Sexuality Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1510	Comprehensive Guidance and Counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1512	Child Development Specialist Programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1520	Media Programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1530	Auxiliary Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1610	Operating Policies and Procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1620	Required Instructional Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1622	Independent Adoptions of Instructional Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1630	Daily Class Size	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1640	Instructional Materials Adoption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1650	Postponement of Purchase of State-Adopted Instructional Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1660	Records and Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1661	Report on Physical Education Data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1670	Individual Student Assessment, Recordkeeping, and Reporting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1710	Personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1720	Personnel Policies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1723	Teacher and Administrator Evaluation and Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1724	Core Teaching Standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1725	Educational Leadership—Administrator Standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1730	Fingerprinting of Subject Individuals in Positions Not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1910	Exemptions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1941	Complaint Procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2130	Kindergarten Assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Districts must report their status with regards to the Division 22 Standards to their communities**

**by**

**January 15, 2017**

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## Superintendent Reports

January 11, 2017

To: Board of Directors

From: Rachel Hopper, Chief Financial/Operations Officer

Through: Dr. Linda Florence, Superintendent

**Subject: Superintendent Reports - Fiscal Responsibility**

Date: January 6, 2017

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### Summary:

CFO/COO Rachel Hopper will provide the board with an updated report on student Enrollment, followed by the Financial Report.

- I. **Enrollment Update**
- II. **Financial Report**

## Adjusted 2016-2017 Enrollment by Grade Data Excluding Charters

Grade	12-Sep-16	Adj 10/5/2016	Adj 10/27/2016	16-Nov-16	1-Dec-16	4-Jan-17	
Kindgtn	782	779	778	791	783	785	
1st	832	860	857	848	844	852	
2nd	837	848	849	844	843	840	
3rd	888	919	920	923	923	924	
4th	808	808	811	819	816	812	
5th	804	829	836	833	843	851	
6th	756	793	793	791	790	791	
7th	709	705	705	693	680	677	
8th	768	789	789	783	783	786	
9th	730	730	730	730	722	724	
10th	737	733	733	731	720	705	
11th	681	678	678	676	668	665	
12th	704	702	702	704	678	705	
SPED SC	184	186	185	185	176	176	
<b>Total</b>	<b>10,220</b>	<b>10,359</b>	<b>10,366</b>	<b>10,351</b>	<b>10,269</b>	<b>10,293</b>	<b>-</b>

Change 139 7.0 (15.0) (82.0) 24.0

## 2015-2016 Enrollment by Grade Data Excluding Charters

Grade	23-Sep-15	12-Oct-15	28-Oct-15	18-Nov-15	1-Dec-15	6-Jan-16	
Kindgtn	817	844	841	857	839	847	
1st	861	868	874	868	865	852	
2nd	922	929	931	931	924	918	
3rd	823	838	839	840	843	836	
4th	819	826	823	822	817	823	
5th	792	796	797	796	800	795	
6th	772	741	738	730	725	723	
7th	769	801	805	797	784	780	
8th	744	734	731	730	726	723	
9th	735.71	775.71	775.71	778.71	780.71	771.14	
10th	750.71	755.86	756.86	752.72	751.72	744	
11th	675.86	688.86	689.86	683.86	676.86	669.86	
12th	775.63	786.56	786.84	768.12	758.12	753.55	
SPED SC	183	191	188	182	195	196	
<b>Total</b>	<b>10,440</b>	<b>10,575</b>	<b>10,576</b>	<b>10,536</b>	<b>10,485</b>	<b>10,432</b>	<b>-</b>

## Unit Change in Data 2016-17 as Compared to 2015-16

Grade	Day 4	Day 18	Day 39	Day 44	Day 51	Day 65	
Kindgtn	(35)	(65)	(63)	(66)	(56)	(62)	
1st	(29)	(8)	(17)	(20)	(21)	0	
2nd	(85)	(81)	(82)	(87)	(81)	(78)	
3rd	65	81	81	83	80	88	
4th	(11)	(18)	(12)	(3)	(1)	(11)	
5th	12	33	39	37	43	56	
6th	(16)	52	55	61	65	68	
7th	(60)	(96)	(100)	(104)	(104)	(103)	
8th	24	55	58	53	57	63	
9th	(6)	(46)	(46)	(49)	(59)	(47)	
10th	(14)	(23)	(24)	(22)	(32)	(39)	
11th	5	(11)	(12)	(8)	(9)	(5)	
12th	(72)	(85)	(85)	(64)	(80)	(49)	
SPED SC	1	(5)	(3)	36	3	(19)	(20)
<b>Total</b>	<b>(220)</b>	<b>(216)</b>	<b>(210)</b>	<b>(185)</b>	<b>(216)</b>	<b>(139)</b>	<b>0</b>

## 2016-2017 Enrollment by School Data

School	12-Sep-16	Adj 10/5/2016	Adj 10/27/2016	16-Nov-16	1-Dec-16	4-Jan-17	
<b>Reynolds</b>							
Alder	510	509	509	509	508	516	
Davis	422	464	464	467	465	463	
Fairview	383	388	388	386	387	387	
Glenfair	527	546	546	540	537	541	
Hartley	483	485	486	482	476	470	
M Scott	463	472	474	479	478	474	
Salish Ponds	472	483	483	478	482	486	
Sweetbriar	407	408	412	412	411	420	
Troutdale	426	427	427	431	427	424	
Wilkes	452	453	453	461	457	457	
Woodland	502	507	507	502	504	504	
Lee MS	725	755	755	756	750	748	
RMS	936	949	949	941	934	936	
WMMS	610	617	617	612	612	614	
RHS	2,615	2,572	2,572	2,572	2,533	2,527	
RLA (Combined)	202	226	226	226	211	211	
Four Corners/Cornerstone/Tutoring	85	98	98	97	97	115	
<b>Total Reynolds</b>	<b>10,220</b>	<b>10,359</b>	<b>10,366</b>	<b>10,351</b>	<b>10,269</b>	<b>10,293</b>	
<i>Change</i>		139	7.0	(15.0)	(82.0)	24.0	

## 2015-2016 Enrollment by School Data

School	23-Sep-15	12-Oct-15	28-Oct-15	18-Nov-15	1-Dec-15	6-Jan-16	
<b>Reynolds</b>							
Alder	492	494	497	499	496	491	
Davis	463	492	492	489	485	483	
Fairview	394	398	397	397	392	389	
Glenfair	514	513	515	514	514	509	
Hartley	519	519	520	521	519	526	
Salish Ponds	462	485	481	480	481	478	
Scott	466	472	473	479	476	464	
Sweetbriar	421	421	417	413	413	407	
Troutdale	420	424	424	425	426	425	
Wilkes	465	461	470	464	462	470	
Woodland	514	518	516	518	520	525	
Lee MS	762	777	777	773	759	765	
RMS	935	914	912	910	903	887	
WMMS	636	636	636	628	627	627	
RHS & RHS Online Academy	2,648	2,720	2,721	2,693	2,680	2,654	
RLA East & West	260	258	259	261	258	256	
Four Corners/Cornerstone/Tutoring	69	73	69	72	74	76	
<b>Total Reynolds</b>	<b>10,440</b>	<b>10,575</b>	<b>10,576</b>	<b>10,536</b>	<b>10,485</b>	<b>10,432</b>	

### Unit Change in Data 2016-17 as Compared to 2015-16 Excluding Charters

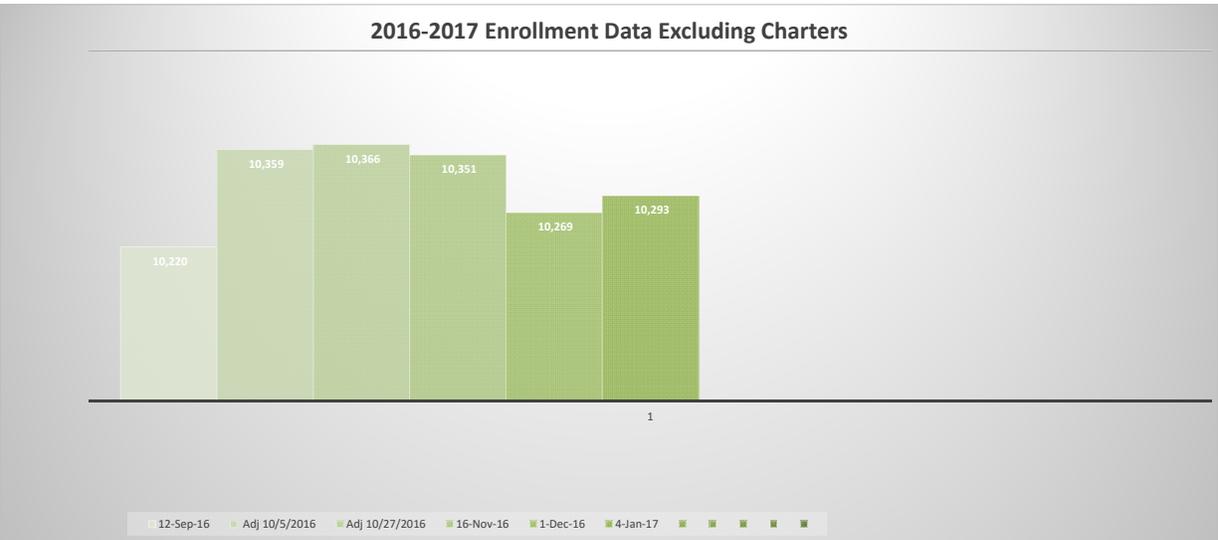
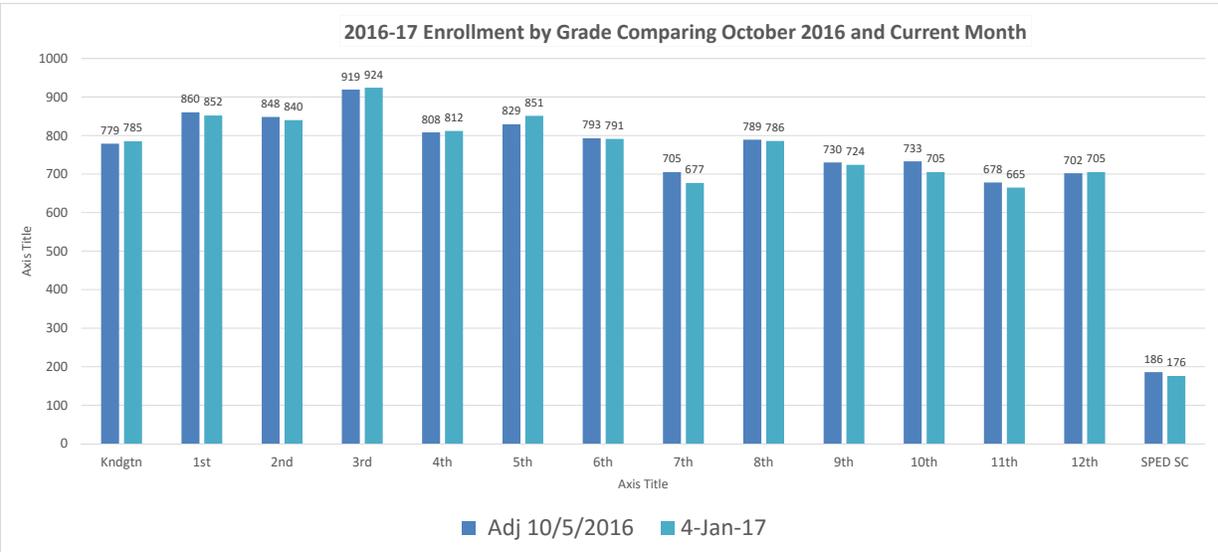
School	Day 4	Day 18	Day 39	Day 44	Day 51	Day 65	
<b>Reynolds</b>							
Alder	18	15	12	10	12	25	
Davis	(41)	(28)	(28)	(22)	(20)	(20)	
Fairview	(11)	(10)	(9)	(11)	(5)	(2)	
Glenfair	13	33	31	26	23	32	
Hartley	(36)	(34)	(34)	(39)	(43)	(56)	
Salish Ponds	10	(2)	2	(2)	1	8	
Scott	(3)	0	1	0	2	10	
Sweetbriar	(14)	(13)	(5)	(1)	(2)	13	
Troutdale	6	3	3	6	1	(1)	
Wilkes	(13)	(8)	(17)	(3)	(5)	(13)	
Woodland	(12)	(11)	(9)	(16)	(16)	(21)	
Lee MS	(37)	(22)	(22)	(17)	(9)	(17)	
RMS	1	35	37	31	31	49	
WMMS	(26)	(19)	(19)	(16)	(15)	(13)	
RHS	(33)	(148)	(149)	(121)	(147)	(127)	
RLA East & West	(58)	(32)	(33)	(35)	(47)	(45)	
Four Corners/Cornerstone/Tutoring	16	25	29	25	23	39	
<b>Total Reynolds</b>	<b>(220)</b>	<b>(216)</b>	<b>(210)</b>	<b>(185)</b>	<b>(216)</b>	<b>(139)</b>	



**ENROLLMENT REPORT 2016-17**

Elementary Enrollment By Classroom														COMPARISON TO PROJECTIONS		COMPARISON TO 2015-16		COMPARISON TO 2014-15		COMPARISON TO 2013-14	
January 4, 2017														2016-17 Projected		@ June 2016		@ June 2015		@ June 2014	
														Projected	Diff	2015-16	YOY Chg	2014-15	YOY Chg	2013-14	YOY Chg
School	SPED SC	Kindgtn	x	Grade	Total																
<b>Salish Ponds</b>	SPED SC	23		25		19		29		28		32		<i>Salish Ponds</i>							
	6	21		25		21		29		27		31									
	12	24		24		21		30		28		31									
<b>Total</b>	18	68		74		61		88		83		94	486							477	9
<b>Sweetbriar</b>	SPED SC	23		23		26		26		27		26		<i>Sweetbriar</i>							
	10	22		24		26		28		27		26									
	10	21		24		15	X	11		13	X	12									
<b>Total</b>	20	66		71		67		65		67		64	420							424	-4
<b>Troutdale</b>	SPED SC	20		23		22		23		28		30		<i>Troutdale</i>							
	9	19		22		24		23		29		33									
	10	19		23		21		25													
	8	X		13																	
<b>Total</b>	19	66		81		67		71		57		63	424	422	2	419	16	403	31	372	-21
<b>Wilkes</b>	SPED SC	23		23		24		27		25		32		<i>Wilkes</i>							
	24	24		23		27		26		31											
	24	11	X	12		26		12	X	15											
	23	25																			
<b>Total</b>	0	71		81		84		80		63		78	457	457	0	456	7	449	-10	459	54
<b>Woodland</b>	SPED SC	21		23		25		27		30		32		<i>Woodland</i>							
	12	20		24		25		28		30		31									
	13	19		23		25		30	X	18	X	15									
	7			26																	
<b>Total</b>	32	60		70		101		85		78		78	504	477	27	519	-17	536	45	491	20
<b>4 Corners + Tutoring</b>		0		8		6		8		5		10	37	27	10	45	8	37	0	37	3
<b>Grade Totals</b>	115	785		852		840		924		812		851	5179	5,167	12	5,186	-17	5,203	58	5,145	110

ENROLLMENT REPORT 2016-17																						
Elementary Enrollment By Classroom														COMPARISON TO PROJECTIONS		COMPARISON TO 2015-16		COMPARISON TO 2014-15		COMPARISON TO 2013-14		
January 4, 2017														2016-17 Projected		@ June 2016		@ June 2015		@ June 2014		
1st      2nd      3rd      4th      5th														Projected	Diff	2015-16	YOY Chg	2014-15	YOY Chg	2013-14	YOY Chg	
School	SPED SC	Kndgtn	x	Grade	Total																	
ENROLLMENT REPORT 2016-17														COMPARISON TO PROJECTIONS		COMPARISON TO 2015-16		COMPARISON TO 2014-15		COMPARISON TO 2013-14		
Secondary Enrollment By Grade Level																@ June 2016		@ June 2015		@ June 2014		
January 4, 2017																@ June 2016		@ June 2015		@ June 2014		
School	SPED SC	6th grade	7th grade	x	8th grade	x	9th grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Projected	Diff	2015-16	YOY Chg	2014-15	YOY Chg	2013-14	YOY Chg
4 Corners + Tutoring		5	5		7		2		1		2		1	23	20	3	30	16	14	1	13	-5
LMS	25	256	208		259									748	784	-36	751	-58	809	-5	814	-6
RMS	27	332	262		315									936	925	11	873	-75	948	-8	956	63
WMMS	9	198	202		205									614	628	-14	629	-6	635	3	632	-66
RHS + ROP							719		672		600		536	2527	2625	-98	2513	-1	2514	-46	2560	106
Online Academy															0	0	30.06	-3.94	34	34	0	0
RLA East															0	0	29	-2	31	-7	38	7
RLA West/Combined	12/1/16						3		32		63		113	211	221	-10	225	-11	236	17	219	9
Cornerstone - SPED													42	42	26	16	24	4	20	-3	23	0
Cornerstone 1- SPED													13	13	6	7	4	0	4	-3	7	-3
<b>Total</b>	<b>61</b>	<b>791</b>	<b>677</b>		<b>786</b>		<b>724</b>		<b>705</b>		<b>665</b>		<b>705</b>	<b>5114</b>	<b>5235</b>	<b>-121</b>	<b>5,108</b>	<b>-136.94</b>	<b>5,245</b>	<b>-17</b>	<b>5,262</b>	<b>105</b>
<b>Total Reynolds:</b>														<b>10,293</b>	<b>10,402</b>	<b>-109</b>	<b>10,294</b>	<b>-153.94</b>	<b>10,448</b>	<b>41</b>	<b>10,407</b>	<b>215</b>
Charter School Data																						
		1st		2nd		3rd		4th		5th		6th-8th		Total								
		Kndgtn	Grade	x	Grade	Total																
Arthur Academy (12/1/16)		30	29		29		29		30		28		20	195	210	-15	194	3	191	-8	199	15
KNOVA		53	44		60		61		53		53		76	400	388	12	363	-37	400	-14	414	54
MLA (12/1/16)		48	48		47		48		48		48		208	495	459	36	464	151	313	-1	314	8
														1090	1057	33	1021	117	904	-23	927	77
														11,383	11,459	-76	11,315	-36.94	11,352	18	11,334	292
SPED SC: Special Education Department Self-Contained Classroom																						





**Fiscal Year 2016 - 2017**  
**December 2016 Board Report - Estimated Annual**

**GENERAL FUND**

	Working Budget	12/31/16 MTD	Fiscal Year Projected	Budget Versus FY Projected
				<i>(Under) / Over</i>
<b>RESOURCES</b>				
Beginning Balance	8,288,303	-	8,007,597	(280,706)
Local Sources	25,870,107	12,803,192	26,193,205	323,098
Intermediate Sources	2,275,652	1,370,216	2,605,216	329,564
State Sources	90,870,265	7,393,202	90,483,511	(386,754)
Federal Sources	115,000	5,399	115,000	-
Debt Financing Source	2,000,000	-	2,000,000	-
<b>Total Resources</b>	<b>129,419,327</b>	<b>21,572,009</b>	<b>129,404,529</b>	<b>(14,798.04)</b>
				<b>Under / (Over)</b>
<b>REQUIREMENTS</b>				
Instruction	75,713,901	5,953,502	75,713,901	-
Support Services	46,145,576	3,282,769	46,130,778	14,798
Community Services	146,636	14,175	146,636	-
Other Uses	1,442,248	-	1,442,248	-
Contingency	1,000,000	-	-	1,000,000
Unappropriated End Balance	4,970,966	-	-	4,970,966
<b>Total Expenditures</b>	<b>129,419,327</b>	<b>9,250,446</b>	<b>123,433,563</b>	<b>5,985,764</b>
<b>PERIOD NET ACTIVITY</b>				<b><u>12,321,563</u></b>
<b>PROJECTED ENDING FUND BALANCE</b>				<b><u>5,970,966</u></b>
(Total Resources minus Requirements)				-
<b>PROJECTED ACTUAL SPEND DOWN IN CASH RESERVE</b>				<b>2,036,631</b>

**Notes :**

- 1) Beginning Balance is an audited number.
- 2) Revenues estimate is based on ODE projection as of 12/5/2016 & 2015-16 as of 5-5-16  
 Based on \$7.4 Billion Legislative Approved Budget with 49.2/50.8 split, and  
 Total ADMw: 15,301.12 (including Charters)
- 2) Expenditures estimate is a projected amount.
- 3) The projection is an estimate which can and may vary up to 10%.

**Multnomah County School District #7**

**FINANCIAL STATEMENT - General Fund By Function CL For the Period 12/01/2016 through 12/31/2016**

Fiscal Year: 2016-2017

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
<b>INCOME</b>							
Revenues							
Beginning Fund Balance (+)	\$8,288,303.00	\$0.00	\$8,007,596.94	\$280,706.06	\$0.00	\$280,706.06	3.4%
Local Sources (+)	\$25,870,107.00	\$12,803,192.00	\$23,068,204.68	\$2,801,902.32	\$0.00	\$2,801,902.32	10.8%
Intermediate (+)	\$2,275,652.00	\$1,370,216.00	\$1,370,216.00	\$905,436.00	\$0.00	\$905,436.00	39.8%
State (+)	\$90,870,265.00	\$7,393,202.00	\$51,767,501.00	\$39,102,764.00	\$0.00	\$39,102,764.00	43.0%
Federal (+)	\$115,000.00	\$5,399.42	\$17,354.89	\$97,645.11	\$0.00	\$97,645.11	84.9%
Debt Financing Source (+)	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$2,000,000.00	100.0%
Sub-total : Revenues	\$129,419,327.00	\$21,572,009.42	\$84,230,873.51	\$45,188,453.49	\$0.00	\$45,188,453.49	34.9%
<b>Total : INCOME</b>	\$129,419,327.00	\$21,572,009.42	\$84,230,873.51	\$45,188,453.49	\$0.00	\$45,188,453.49	34.9%
<b>EXPENSES</b>							
Expenditures							
Instruction (-)	\$75,713,900.99	\$5,953,502.15	\$26,614,168.36	\$49,099,732.63	\$42,636,943.32	\$6,462,789.31	8.5%
Support Services (-)	\$46,145,576.01	\$3,282,769.15	\$18,349,708.35	\$27,795,867.66	\$21,406,251.41	\$6,389,616.25	13.8%
Enterprise & Community (-)	\$146,636.00	\$14,174.72	\$57,250.84	\$89,385.16	\$112,236.56	(\$22,851.40)	-15.6%
Other Uses Transfers (-)	\$1,442,248.00	\$0.00	\$1,562,248.00	(\$120,000.00)	\$0.00	(\$120,000.00)	-8.3%
Operating Contingency (-)	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00	100.0%
Unappropriated Ending Fund Balance (-)	\$4,970,966.00	\$0.00	\$0.00	\$4,970,966.00	\$0.00	\$4,970,966.00	100.0%
Sub-total : Expenditures	(\$129,419,327.00)	(\$9,250,446.02)	(\$46,583,375.55)	(\$82,835,951.45)	(\$64,155,431.29)	(\$18,680,520.16)	14.4%
<b>Total : EXPENSES</b>	(\$129,419,327.00)	(\$9,250,446.02)	(\$46,583,375.55)	(\$82,835,951.45)	(\$64,155,431.29)	(\$18,680,520.16)	14.4%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	\$12,321,563.40	\$37,647,497.96	(\$37,647,497.96)	(\$64,155,431.29)	\$26,507,933.33	0.0%

End of Report

**Multnomah County School District #7**

**FINANCIAL STATEMENT - General Fund by Object (CL) For the Period 12/01/2016 through 12/31/2016**

Fiscal Year: 2016-2017

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
<b>INCOME</b>							
Revenues							
Beginning Fund Balance (+)	\$8,288,303.00	\$0.00	\$8,007,596.94	\$280,706.06	\$0.00	\$280,706.06	3.4%
Local Sources (+)	\$25,870,107.00	\$12,803,192.00	\$23,068,204.68	\$2,801,902.32	\$0.00	\$2,801,902.32	10.8%
Intermediate (+)	\$2,275,652.00	\$1,370,216.00	\$1,370,216.00	\$905,436.00	\$0.00	\$905,436.00	39.8%
State (+)	\$90,870,265.00	\$7,393,202.00	\$51,767,501.00	\$39,102,764.00	\$0.00	\$39,102,764.00	43.0%
Federal (+)	\$115,000.00	\$5,399.42	\$17,354.89	\$97,645.11	\$0.00	\$97,645.11	84.9%
Debt Financing Source (+)	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$2,000,000.00	100.0%
Sub-total : Revenues	\$129,419,327.00	\$21,572,009.42	\$84,230,873.51	\$45,188,453.49	\$0.00	\$45,188,453.49	34.9%
<b>Total : INCOME</b>	\$129,419,327.00	\$21,572,009.42	\$84,230,873.51	\$45,188,453.49	\$0.00	\$45,188,453.49	34.9%
<b>EXPENSES</b>							
Expenditures							
Salaries (-)	\$63,365,363.96	\$4,939,378.73	\$21,987,164.91	\$41,378,199.05	\$36,744,835.97	\$4,633,363.08	7.3%
Benefits (-)	\$30,706,834.77	\$2,498,852.58	\$11,633,948.77	\$19,072,886.00	\$18,159,802.99	\$913,083.01	3.0%
Purchased Services (-)	\$20,000,624.70	\$1,648,798.89	\$7,820,354.71	\$12,180,269.99	\$7,977,456.73	\$4,202,813.26	21.0%
Supplies and Materials (-)	\$5,078,531.60	\$151,538.77	\$2,545,378.93	\$2,533,152.67	\$1,101,482.63	\$1,431,670.04	28.2%
Capital Outlay (-)	\$2,070,000.00	\$2,470.75	\$334,345.44	\$1,735,654.56	\$165,294.25	\$1,570,360.31	75.9%
Other Objects (-)	\$907,067.97	\$9,406.30	\$942,244.79	(\$35,176.82)	\$7,026.66	(\$42,203.48)	-4.7%
Transfers (-)	\$1,319,938.00	\$0.00	\$1,319,938.00	\$0.00	\$0.00	\$0.00	0.0%
Contingencies (-)	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00	100.0%
Unappropriated Ending Fund Balance (-)	\$4,970,966.00	\$0.00	\$0.00	\$4,970,966.00	\$0.00	\$4,970,966.00	100.0%
Sub-total : Expenditures	(\$129,419,327.00)	(\$9,250,446.02)	(\$46,583,375.55)	(\$82,835,951.45)	(\$64,155,899.23)	(\$18,680,052.22)	14.4%
<b>Total : EXPENSES</b>	(\$129,419,327.00)	(\$9,250,446.02)	(\$46,583,375.55)	(\$82,835,951.45)	(\$64,155,899.23)	(\$18,680,052.22)	14.4%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	\$12,321,563.40	\$37,647,497.96	(\$37,647,497.96)	(\$64,155,899.23)	\$26,508,401.27	0.0%

End of Report

Operating Statement with Encumbrance



**REYNOLDS SCHOOL DISTRICT**  
**Fiscal Year 2016 -17**  
**GENERAL FUND**  
**Monthly Projections - As of December 31, 2016**

**REVENUES**

	Working Budget 2016-17	TOTAL Projected FY 2016-17	Projected FY 2016-17 Difference	* Actuals	Monthly Projected						
				Jul - Dec 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	TOTAL Projected FY 2016-17
				(Under) / Over							
Local (Taxes, Misc)	25,870,107	26,193,205	323,098	23,068,205	400,000	300,000	750,000	400,000	300,000	975,000	26,193,205
Intermediate	2,275,652	2,605,216	329,564	1,370,216	185,000	-	750,000	100,000	-	200,000	2,605,216
State	90,870,265	90,483,511	(386,754)	51,767,501	7,393,202	8,043,202	7,393,202	7,393,202	7,743,202	750,000	90,483,511
Federal	115,000	115,000		17,355	16,274	16,274	16,274	16,274	16,274	16,274	115,000
Debt Financing	2,000,000	2,000,000		-						2,000,000	2,000,000
<b>Total Revenues</b>	<b>121,131,024</b>	<b>121,396,932</b>	<b>265,908</b>	<b>76,223,277</b>	<b>7,994,476</b>	<b>8,359,476</b>	<b>8,909,476</b>	<b>7,909,476</b>	<b>8,059,476</b>	<b>1,941,275</b>	<b>121,396,932</b>

**EXPENDITURES**

	Under / (Over)			Under / (Over)							
	Working Budget 2016-17	TOTAL Projected FY 2016-17	Projected FY 2016-17 Difference	Jul - Dec 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	TOTAL Projected FY 2016-17
Salaries/Benefits	63,365,364	63,213,298	152,066	21,987,165	5,200,000	5,200,000	5,400,000	5,400,000	5,400,000	14,626,133	63,213,298
Benefits	30,706,835	30,583,926	122,909	11,633,949	2,720,000	2,720,000	2,720,000	2,720,000	2,720,000	5,349,977	30,583,926
Purchased Services	20,000,625	20,300,625	(300,000)	7,820,355	1,798,799	1,798,799	1,798,799	1,648,799	1,648,799	3,786,276	20,300,625
Supplies and Materials	5,078,532	5,003,532	75,000	2,545,379	250,000	250,000	468,619	450,000	500,000	539,534	5,003,532
Capital Outlay	2,070,000	2,070,000	-	334,345	400,000	300,000	139,925	150,000	60,000	685,730	2,070,000
Other (Debts, Dues & Fees)	907,068	942,245	(35,177)	942,245	-	-	-	-	-	-	942,245
Transfers	1,319,938	1,319,938	-	1,319,938	-	-	-	-	-	-	1,319,938
<b>Total Expenditures</b>	<b>123,448,361</b>	<b>123,433,563</b>	<b>14,798</b>	<b>46,583,376</b>	<b>10,368,799</b>	<b>10,268,799</b>	<b>10,527,343</b>	<b>10,368,799</b>	<b>10,328,799</b>	<b>24,987,649</b>	<b>123,433,563</b>

**SURPLUS / (DEFICIT)**

	<b>(2,317,337)</b>	<b>(2,036,631)</b>	<b>280,706</b>
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(Revenues minus Expenditures)

(Under) / Over

**Beg. Fund Balance**

	<b>8,288,303</b>	<b>8,007,597</b>	<b>(280,706)</b>
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**End Fund Balance**

	<b>5,970,966</b>	<b>5,970,966</b>	<b>(0)</b>
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(Sum of Surplus/Deficit and Beg. Fund Balance)

**Assumptions: FY 16-17**

**Revenues:**

ODE estimates as of 12/5/2016 - Based on \$7.4 Billion Legislative Approved Budget with 49.2/50.8 split and total ADMw: 15,301.12 (including Charters).

**Expenditures:**

Estimate is a preliminary amount pending enrollment report updates.

**Beginning Fund Balance :**

Beginning Balance is an audited number.

\*Source of Actual figures - iVisions financial accounting system

The projection is an estimate which can and may vary up to 10%



**Fiscal Year 2016 - 2017**  
**December 2016 Board Report - Major Function**  
**Two Year Comparison as of Month Ending December 2015 and 2016 Respectively**

GENERAL FUND								
FY 2015-16					FY 2016-17			
Working Budget	12/31/16 MTD	Actual YTD	%	Adopted Budget	12/31/16 MTD	Fiscal Year Projected	%	
<b>RESOURCES</b>								
Beginning Balance	9,625,348	-	8,738,268	90.8%	8,288,303		8,007,597	96.6%
Local Sources	25,484,417	6,113,622	25,659,417	100.7%	25,870,107	12,803,192	26,193,205	101.2%
Intermediate Sources	2,028,737		2,129,276	105.0%	2,275,652	1,370,216	2,605,216	114.5%
State Sources	91,118,290	7,462,162	90,279,723	99.1%	90,870,265	7,393,202	90,483,511	99.6%
Federal Sources	115,000	4,931	189,950	165.2%	115,000	5,399	115,000	100.0%
Other Financing Source			0		2,000,000		2,000,000	100.0%
<b>Total Resources</b>	<b>128,371,792</b>	<b>13,580,715</b>	<b>126,996,634</b>	<b>98.9%</b>	<b>129,419,327</b>	<b>21,572,009</b>	<b>129,404,529</b>	<b>100.0%</b>
<b>REQUIREMENTS</b>								
Instruction	72,302,717	6,128,086	71,765,207	99.3%	75,713,901	5,953,502	75,713,901	100.0%
Support Services	45,741,958	4,362,481	44,904,310	98.2%	46,145,576	3,282,769	46,130,778	100.0%
Community Services	130,966	9,959	130,966	100.0%	146,636	14,175	146,636	100.0%
Other Uses	1,907,848		1,907,848	100.0%	1,442,248	-	1,442,248	100.0%
Contingency	1,869,713	-	-	0.0%	1,000,000	-	-	0.0%
Unappropriated End Balance	6,418,590	-	-	0.0%	4,970,966	-	-	0.0%
<b>Total Expenditures</b>	<b>128,371,792</b>	<b>10,500,526</b>	<b>118,708,331</b>	<b>92.5%</b>	<b>129,419,327</b>	<b>9,250,446</b>	<b>123,433,563</b>	<b>95.4%</b>
PERIOD NET ACTIVITY		3,080,189				12,321,563		
PROJECTED ENDING FUND BALANCE			8,288,303				5,970,966	
<b>AVAILABLE PROJECTED ENDING FUND BALANCE</b>			<b>8,288,303</b>				<b>5,970,966</b>	
<b>PROJECTED ACTUAL SPEND DOWN IN CASH RESERVE</b>			<b>449,965</b>				<b>2,036,631</b>	



## Fiscal Year 2016-17

### December 2016 Board Report - Major Object

#### Two Year Comparison as of Month Ending December 2015 and 2016 Respectively

### GENERAL FUND

	2015-16 YTD Jul. - Dec.	2016-17 YTD Jul. - Dec.	Compare to Prior Year Jul. - Dec.	%
<b>RESOURCES</b>			<b>+ / (-)</b>	<b>+ / (-)</b>
Local Sources	21,927,248	23,068,205	1,140,956	5%
Intermediate Sources	-	1,370,216	1,370,216	0%
State Sources	52,293,337	51,767,501	(525,836)	-1%
Federal Sources	124,646	17,355	(107,291)	-86%
<b>Total Resources</b>	<b>74,345,231</b>	<b>76,223,277</b>	<b>1,878,045</b>	<b>3%</b>
<b>REQUIREMENTS</b>			<b>+ / (-)</b>	<b>+ / (-)</b>
Salaries	22,547,002	21,987,165	(559,837)	-2%
Benefits	10,755,373	11,633,949	878,576	8%
Purchased Services	7,781,179	7,820,355	39,176	1%
Supplies and Materials	2,504,473	2,545,379	40,906	2%
Capital Outlay	2,257,956	334,345	(1,923,610)	-85%
Other Objects (Debts, Dues & Fees)	687,616	942,245	254,628	37%
Transfers	1,785,538	1,319,938	(465,600)	-26%
<b>Total Requirements</b>	<b>48,319,136</b>	<b>46,583,376</b>	<b>(1,735,761)</b>	<b>-4%</b>
<b>PERIOD NET ACTIVITY</b>	<b>26,026,095</b>	<b>29,639,901</b>	<b>3,613,805.98</b>	<b>14%</b>



## Fiscal Year 2016 - 2017

### '2015 Capital Bond Projects'

#### December 2016 Board Report Estimated Annual

## BOND CAPITAL PROJECTS FUND

	2016-17 Adopted Budget	12/31/16 MTD	Fiscal YTD	Fiscal Year Projected	Budget Versus FY Projected
<b>RESOURCES</b>					<u>(Under) / Over</u>
Beginning Balance	134,897,175	-	134,932,337	134,932,337	35,162
Local Sources <i>(Incl. Interest Earnings)</i>	125,000	6,131	40,677	125,000	-
<b>Total Resources</b>	<b>135,022,175</b>	<b>6,131</b>	<b>134,973,014</b>	<b>135,057,337</b>	35,162
<b>REQUIREMENTS</b>					<u>Under / (Over)</u>
Salaries	27,111	506	1,458	27,111	
Benefits	6,282	113	324	6,282	
Purchased Services	13,386,902	729,671	2,317,888	13,386,902	-
Supplies and Materials	1,209,216	-	422	1,209,216	-
Capital Outlay	16,827,038	-	124,557	16,827,038	-
Other Objects	1,117,540	10	118,280	1,117,540	-
Contingencies	102,448,086	-	-	-	102,448,086
<b>Total Expenditures</b>	<b>135,022,175</b>	<b>730,300</b>	<b>2,562,928</b>	<b>32,574,089</b>	<b>102,448,086</b>
<b>PERIOD NET ACTIVITY</b>		<b>(724,169)</b>	<b>132,410,086</b>		
<b>PROJECTED ENDING FUND BALANCE-ROLL TO 2017-18</b>				<b>102,483,248.20</b>	
(Total Resources minus Requirements)					

**Notes :**

1) Beginning Balance is an audited number.

2) The projections are estimates which can and may vary up to 10%.

**Multnomah County School District #7**

**2015 Bond Capital Fund Report by Function (cl) For the Period 12/01/2016 through 12/31/2016**

Fiscal Year: 2016-2017

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
<b>INCOME</b>							
Revenues							
Beginning Fund Balance (+)	\$134,897,175.00	\$0.00	\$134,932,337.20	(\$35,162.20)	\$0.00	(\$35,162.20)	0.0%
Local Sources (+)	\$125,000.00	\$6,130.80	\$40,677.03	\$84,322.97	\$0.00	\$84,322.97	67.5%
Sub-total : Revenues	\$135,022,175.00	\$6,130.80	\$134,973,014.23	\$49,160.77	\$0.00	\$49,160.77	0.0%
<b>Total : INCOME</b>	\$135,022,175.00	\$6,130.80	\$134,973,014.23	\$49,160.77	\$0.00	\$49,160.77	0.0%
<b>EXPENSES</b>							
Expenditures							
Facilities Acquisition & Construction (-)	\$32,574,089.00	\$730,299.87	\$2,562,928.31	\$30,011,160.69	\$11,197,101.03	\$18,814,059.66	57.8%
Contingencies (-)	\$102,448,086.00	\$0.00	\$0.00	\$102,448,086.00	\$0.00	\$102,448,086.00	100.0%
Sub-total : Expenditures	(\$135,022,175.00)	(\$730,299.87)	(\$2,562,928.31)	(\$132,459,246.69)	(\$11,197,101.03)	(\$121,262,145.66)	89.8%
<b>Total : EXPENSES</b>	(\$135,022,175.00)	(\$730,299.87)	(\$2,562,928.31)	(\$132,459,246.69)	(\$11,197,101.03)	(\$121,262,145.66)	89.8%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	(\$724,169.07)	\$132,410,085.92	(\$132,410,085.92)	(\$11,197,101.03)	(\$121,212,984.89)	0.0%

End of Report

**Multnomah County School District #7**

**2015 Bond Capital Fund Report by Object (cl) For the Period 12/01/2016 through 12/31/2016**

Fiscal Year: 2016-2017

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
<b>INCOME</b>							
Revenues							
Beginning Fund Balance (+)	\$134,897,175.00	\$0.00	\$134,932,337.20	(\$35,162.20)	\$0.00	(\$35,162.20)	0.0%
Local Sources (+)	\$125,000.00	\$6,130.80	\$40,677.03	\$84,322.97	\$0.00	\$84,322.97	67.5%
Sub-total : Revenues	\$135,022,175.00	\$6,130.80	\$134,973,014.23	\$49,160.77	\$0.00	\$49,160.77	0.0%
<b>Total : INCOME</b>	\$135,022,175.00	\$6,130.80	\$134,973,014.23	\$49,160.77	\$0.00	\$49,160.77	0.0%
<b>EXPENSES</b>							
Expenditures							
Salaries (-)	\$27,111.00	\$506.34	\$1,457.66	\$25,653.34	\$0.00	\$25,653.34	94.6%
Benefits (-)	\$6,281.71	\$112.70	\$324.42	\$5,957.29	\$0.00	\$5,957.29	94.8%
Purchased Services (-)	\$13,386,901.56	\$729,670.63	\$2,317,887.85	\$11,069,013.71	\$10,763,209.08	\$305,804.63	2.3%
Supplies and Materials (-)	\$1,209,216.40	\$0.00	\$421.66	\$1,208,794.74	\$0.00	\$1,208,794.74	100.0%
Capital Outlay (-)	\$16,827,038.41	\$0.00	\$124,556.95	\$16,702,481.46	\$433,891.95	\$16,268,589.51	96.7%
Other Objects (-)	\$1,117,539.92	\$10.20	\$118,279.77	\$999,260.15	\$0.00	\$999,260.15	89.4%
Contingencies (-)	\$102,448,086.00	\$0.00	\$0.00	\$102,448,086.00	\$0.00	\$102,448,086.00	100.0%
Sub-total : Expenditures	(\$135,022,175.00)	(\$730,299.87)	(\$2,562,928.31)	(\$132,459,246.69)	(\$11,197,101.03)	(\$121,262,145.66)	89.8%
<b>Total : EXPENSES</b>	(\$135,022,175.00)	(\$730,299.87)	(\$2,562,928.31)	(\$132,459,246.69)	(\$11,197,101.03)	(\$121,262,145.66)	89.8%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	(\$724,169.07)	\$132,410,085.92	(\$132,410,085.92)	(\$11,197,101.03)	(\$121,212,984.89)	0.0%

End of Report



## Consent Agenda

January 11, 2017

To: Board of Directors

From: Jennifer Ellis-Director of HR & Connie Philibert-Board Secretary

Through: Dr. Linda Florence, Superintendent

**Subject: Consent Agenda**

Date: January 6, 2017

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### Summary:

- A. **Personnel Order**, presented to the Board in Executive Session under ORS 192.660(2)(a) Employment.
- B. **Prior Meeting Minutes**
  - December 7, 2016 LCRB Meeting Minutes
  - December 7, 2016 Work Session Meeting Minutes
  - December 20, 2016 (rescheduled 12/14/16) Business Meeting Minutes

### Staff Recommendation:

Staff recommends the board approve the consent agenda items.

### Motion

I move to approve the consent agenda,(as amended) as presented.



The Board of Directors in the capacity of the Local Contract Review Board of the Reynolds School District No. 7 met for a public hearing in the County of Multnomah, in the State of Oregon, at 6 p.m. Wednesday, December 7, 2016 at Reynolds Professional Development Center, 2408 SW Halsey St, Troutdale.

Members present were Chair Joe Teeny, Vice Chair Diane Whitehead, Board Members John Lindenthal, and Stevie Chao and Superintendent Dr. Linda Florence. Absent: Board Members Diego Hernandez, Dane Nickerson and Tamara Schaffner. Board Secretary Sub Darlyn Chester.

Chair called the Local Contract Review Board hearing to order at 6:02pm

**Public Hearing – Public Testimony**

- None

**Action Item**

**Resolution No. LCRB 2016-2017-001 Alternate Procurement for Seismic Action**

- State Law (ORS 279C.335(2)) provide for a process to make available exemptions from ‘traditional’ competitive bidding.
- LCRB held a public hearing on the published findings of fact.
- Resolution included in the board packet.

Vice Chair Whitehead moves that the Local Contract Review Board adopt LCRB 2016-2017-001, Resolution Granting Exemption from Competitive Bidding for Construction of a Seismic Upgrade Project by means of a Construction Manager/General Contractor and Authorizing Selection by Request for Proposals for the Reynolds Middle School Classroom Wing Seismic Upgrades Project. Board member Lindenthal seconds. Board votes and unanimously approve with 4 ayes and 0 nays.

Chair adjourned the Local contract review board at 6:11pm.

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Joe Teeny, Chair

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Dr. Linda Florence, Superintendent



The Board of Directors of the Reynolds School District No. 7 met in Work Session in the County of Multnomah, in the State of Oregon, at 6:00 p.m. Wednesday, December 7, 2016 at Reynolds Professional Development Center, 2408 SW Halsey St, Bldg. A, Troutdale, OR.

Members present were Chair Joe Teeny, Vice Chair Diane Whitehead, Board Members John Lindenthal and Stevie Chao; Superintendent Dr. Linda Florence and Board Secretary Sub Darlyn Chester. Absent: Board Member Tamara Schaffner, Dane Nickerson and Diego Hernandez.

### **Call to Order**

Chair Teeny called the December 7, 2016 Work Session to order at 6:12pm.

*Pledge of Allegiance*

### **Presentations to the Board**

#### **A. School Based Health Center**

- Lori Silverman, Centennial School District & Alexandria presented.
- Health Impact for Centennial and Parkrose in board packet
- Health impact review for David Douglas School District
- 17,000 visits overall and 6500 students served annually
- Health impact based on how we staff the clinic. David Douglas staffed 5 days a week. 961 clients and 2500 visits. Pilot with Behavioral health.
  - Mental Health support
  - Full primary care clinics
  - Any student registered in K-12 school or district sponsored education program
  - Electronic health records for access at all sites
  - Well Child Exams annually
  - Head Injury exams
  - Sports Physical exams, concussion care, illness care
  - Work with community. Youth activity council at schools for input or raise awareness in community. Work with health teachers on topics to share in classroom. PTA with information on ADHD. Working with coaches for concussion and clearance. Immunizations.
- Linda notes that we have teen pregnancy programs and early childhood, do they support those kids.
  - Ages 3 and above would be supported. Not setup for infant care.
- Fact Sheet for Centennial School District health center to provide a review of where they can support our community/students. Last year was first year
- Multnomah County – Federal qualified clinics and Parkrose open year round.

- 13 school based health centers
- Dental services?
  - Centennial is setup to support one day a week. Others provide screening and recommendations/referral
- Stevie asked how it's funded.
  - Capital costs are funds from the district to setup space. Can help find grants to cover capital costs.
  - Ongoing operations is about 50-60% cost covered by fee-for-billing (no cost for students), grants, 35% County general fund.
  - Partnership is space and janitorial service provided by district
- Joe asked if this is at high schools or considering other locations.
  - High school first and perhaps second at HB Lee – West side of district
- Students who don't have health insurance can go to clinic?
  - Confirmed. They will work to provide insurance or provide option of self-pay
- Liability is with the County. Data is protected under HIPPA laws and clinics follow the requirements.
- Professional Development Center would be an ideal building for a clinic. Setup should include an outside access door for community students to attend that may not be RHS students. Support parking. Input from community: students, parents, faith-based community, etc to discuss serving students.
- Students put on a film "Paper Tigers" about kids in trauma to promote clinic.
- State school-based health centers receive \$60K annually and they require satisfaction survey, where they get feedback. One question notes how much time out of class that student took to go to clinic. Track and try to improve.
- Demographics and need is outlined in the materials provided.
- This is to support the health needs of students and keep them in school.
- Faith based community was not in support of contraceptives piece.
- Consensus from board to continue discussion and begin some planning on school based health centers back to the board. Board consensus to continue.
- A health clinic does not replace school nurses or services provided by classified staff.
- Community outreach is important. Centennial had about 31 meetings.
- Dental support/screening is important work
- Students can access school based health clinics currently

**B. Caring Community Supports Initiative**

- Focus on academics and meeting students and families needs for supporting learning
- Help shares Reynolds story to community
- Plan will help apply to grants for pieces or be funded through Federal Title dollars
- 2016-17 board approved a classified behavior interventionist at each elementary school and 30 days of instructional assistants for kindergarten
- list of community partners provided in board packet

- Caring Community Supports Initiative Reynolds proposal, to provide tier levels of support
- To provide all services \$33.5M
- Joe asked Rachel if the district has the class space to support this program
  - Not currently
  - At the three replacement elementary schools
- Chair asks board members to review the plan and share it with legislators
- 70% poverty. 104 languages spoken at schools and over 400 at homes. Special Education 16% of students and only 11% weighted by state
- Began this work in fall 14-15 and developed with input from staff to creating plan
- Linda meets with legislators on Friday and where the \$8.1B would mean to Reynolds. Pushing for \$8.6B, but does not meet QEM

#### C. Budget Board Goals

- For 17-18, the ending fund is scheduled to be restored at 5%
- The budget would also include 1 behavior IA per elementary and 30 day IAs for kindergarten
- Student Achievement – expect proficient readers by end of grade 3, optimize technology, broaden extended learning and dropout prevention programs
- Equity – included measure 98 requirements for CTE, dropout prevention and college credit. Law reads that if it can't be funded fully, it can be funded partially. \$400/high school student for new CTE program
- Fiscal responsibility – reinstate 5% unappropriated ending fund balance
- Communications – Increase capacity for two-way communication that include students and parent and advocate needs to state, county and local level
- Linda asked the board if there was any changes or additions to add.
- Will be on business meeting as an action item
- Joe asked where some of the items that have been eliminated would be returned, should funds become available.
  - Linda notes that would be in a board/superintendent action plan

#### D. Equity Resolution

- First reading of resolution 2016=2017-005 Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools
- The vision and mission of the district
- Physical safety and emotional well-being of students – welcoming environment
- Joe notes that families are important but the kids need to know they are safe
- John notes that bottom of page 20, there are a few commas missing. Feels it's a good thing to do.
- Joe asked if the federal will withhold funds by doing this
  - Linda notes they will not. This is a state level

Linda notes that the district has closed school for tomorrow

#### **Public to be Heard** (*Action Items Only*)

- None

## Action Items

- RHS – overnight Field Trip Dec 9-10, 2016 Wrestling Coast Classic
  - Diane asked about the funds available in an athletic travel budget and wanted to know who funds that.
    - Linda notes that it's budgeted dollars
  - Joe questioned previous board actions.
  - John asked if money is general fund or fees.
    - General fund
  - Stevie notes that it is this weekend in Bend, travel options for weather
    - Busses have chains
  - Diane asked why they waited to bring to board
    - Late submitting to business meeting in November.

Board member Chao moves to approve the Reynolds High School Wrestling team's overnight trip request, as presented. Vice Chair Whitehead seconds. Board votes and unanimously approve with 4 ayes and 0 nays.

- Authorization to spend in excess of \$150,000 – LCG Pence, Reynolds High School
  - Rachel provides additional handout provided to board from Troutdale that changed net amount
  - Abatement of asbestos tile and demolition work at Reynolds High School
  - In the auditorium area. Build scaffolding.
  - Sprinkler area needs to be corrected, some are covered/capped, test and make sure they are working (allowance to replace 30 sprinkler heads)
  - Gas meter relocation and abatement work scheduled to be completed over winter break.
  - Troutdale ran report for open permits at High School – goes back to 1977 to review and complete requirements and bring systems up to current code. Sprinkler repairs increase the cost
  - Chair wants to confirm that other areas in the ceiling that need to be serviced are being handled while they are up there.
  - Stevie asked if there was a way to build a more permanent access to the sprinklers for inspection.
    - John asked if they can update system that would tell them one is bad.
    - Bob noted they can look into that
  - Funds would come out of project contingency
  - New amount is \$765,904
  - Stevie asked if it's responsible of the board to hire a second opinion with a different inspector
    - Rachel notes they have hired a contractor specialized and they will alert contractor of concerns. We have third party set up to review and recommend for major systems.
    - Sonitrol monitors & Infrastructure review – Local inspection company

- Payments not being made to contractor until permit is provided to the district.
- Over 30 open permits district is reviewing and handling.
- Joe asked what they are doing with the tile abatement
  - Polished concrete
- Joe noted that the completion date needs to be updated in the contract.
  - End of January 2017
- Gas meter work scheduled to be completed over winter break.

Vice Chair Whitehead authorize staff to expend more than \$150K using 2015 Bond Project funds for contract Amendment #3 with LCG Pence Construction, LLC in the amount of \$765,604, including previous approved amendments for abatement, gas meter relocation and sprinkler remediation work as part of the High School additions and renovation project. Board member Lindenthal seconds. Board votes and unanimously approve with 4 ayes and 0 nays.

**Board Discussion**

- none

**Adjourn** Chair Teeny adjourned the December 7, 2016 work session at 8:11pm.

Reviewed and Approved by:

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Joe Teeny, Board Chair

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Dr. Linda Florence, Superintendent



The Board of Directors of the Reynolds School District No. 7 met in Regular Session in the County of Multnomah, in the State of Oregon, at 6:30 p.m. Tuesday, December 20, 2016 at Reynolds Professional Development Center, 2408 SW Halsey St, Bldg. A, Troutdale, OR.

Members present were Chair Joe Teeny, Board Members John Lindenthal, Tamara Schaffner, Dane Nickerson, Diego Hernandez (arrived at 6:56pm); Superintendent Dr. Linda Florence and Board Secretary Connie Philibert. Absent: Board Member Stevie Chao.

### **Executive Session**

The Reynolds School Board and Superintendent met in Executive Session at 6:30pm under ORS 192.660(2)(a) Employment. Members present include above list and Frank Caropelo, Jennifer Ellis and Andrea Watson. Executive Session is closed to the public. Executive Session adjourned at 6:45pm.

### **Business Meeting**

#### **Call to Order**

Chair Teeny called the Regular Session of December 20, 2016 to order at 6:47pm.

#### *Pledge of Allegiance*

A. Approval of the December 20, 2016 Agenda.

Board Member Nickerson moves to approve the December 20, 2016 agenda, as presented. Board Member Lindenthal seconds. Board votes and unanimously approves the agenda with 4 ayes and 0 nays.

Board Member Hernandez arrived at 6:56pm.

#### **Public to be Heard**

- Ma. Magdalena Zamidio, Martina and Maritza Michel – Parents of students at RHS, RMS and HB Lee
  - Latino Parent Network would like to thank the Board for the possible pass of the resolution to protect our students in the schools.
  - Part of the community for many years
  - Feel part of the community and thank the board for taking them in account during these difficult times
- Anna interpreting for Estela Baustista
  - Appreciate to speak on behalf of the Latino community
  - Students and parents concerned about the uncertainty following the elections and what will come of the next couple months.

- For the undocumented and immigrant community appreciates the support by the board
- They offer workshops to Latino community members to protect themselves – this is not enough if we do not receive support from the board.
- Take the time to allow programs such as *Connections*
- Edgar Cuellar-Rubio – youth engagement specialist at RHS
  - Walk through the halls of RHS daily – something special in the school
  - Community partner member room – students and the diversity makes it special
  - Resolution proposed gives students a peace of mind and give them a chance to succeed regardless of their status.

## **Board Reports**

### **A. Board Member Announcements**

- Diego – Elected Oregon State Legislature. A tremendous journey thus far. Agenda is to bring in more resources towards public education. Been interesting crafted policies before legislation hits
- Diego attended a forum hosted by the Latino Network and mentioned that this resolution was something they wanted. Appreciation to Superintendent for leading this and board for supporting.
- Joe – Students not here to report. RHS blood drive and broke record. Choir perform with
- 20 families adopted for snowcap holiday campaign
- Winter formal and jazz festival will be rescheduled
- Upcoming board meetings
  - Jan 11, 2017
  - Jan 25, 2017 – RHS
- Joe noted that there is a vacancy on the board. Diane has moved on and will be discussing an appointment. Applications for a board position. Will discuss at end of meeting.

## **Superintendent's Reports**

### **A. Announcements**

- Above state average for the 2016 graduation rate – 67%
  - Joe asked if that gets us out of trouble.
  - Improvement from 55% to 67%
- Glenfair received a \$1.4M school improvement grant, available for 5 years
- Reynolds \$180K - ELL grant. High School administrator and ELL support.
  - Appreciation to Frank and Justin
  - Assist in helping graduation rate
- Walt Morey MS – Appreciated inviting admin office to their Thanksgiving dinner – luncheon
- Glenfair Giving – over \$15K in Fred Meyer's gift cards
- 45 Wilkes families
- Columbia Sportswear donated coats to Woodland Elementary

- Preschool – met or exceed Kinder readiness test in the fall
- RLA Aaron Glass – Teach the World/Tend the World Conference
- National newsletter – passing bond

### **Consent Agenda**

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
  - November 9, 2016 LCRB Meeting minutes
  - November 9, 2016 Business Meeting minutes
  - November 29, 2016 Work Session Meeting minutes

Board member Nickerson moves to approve the consent agenda, as presented. Board member Lindenthal seconds. Board votes and unanimously approves with 5 ayes and 0 nays.

### **Action Items**

- Board Budget Goals
  - Linda presented the board budget goals included in board packet.
  - Budget Priorities – Student Achievement
    - Support Board/Superintendent Action Plan
    - Expect proficient readers by end of 3<sup>rd</sup> grade
    - Expand athletics and activities opportunities
    - Phase in Caring Community Supports Initiative
    - Optimize technology to meet the needs of digital learners
    - Broaden extended learning and dropout prevention programs
    - Continue investment in current textbook, etext, and/or instructional materials in compliance with the state adoption cycle
  - Budget Priorities – Equity
    - Support Board/Superintendent Action Plan
    - Enhance equity work to support district initiatives
    - Align English Language Learning (ELL) resources with ELL services
    - Institute measure 98 requirements for CTE, dropout prevention and college credit opportunities
  - Budget Priorities – Fiscal Responsibility
    - Support Board/Superintendent Action Plan
    - Reinstate 5% unappropriated ending fund balance per board policy
    - Provide safe, smart and sustainable learning environments
    - Design professional development opportunities
  - Budget Priorities – Communication
    - Support Board/Superintendent Action Plan
    - Expand district academic partnerships
    - Increase capacity and engagement for two-way communication efforts that include student and parent voice
    - Advocate for the needs of our students at the state, county and local level

Board member Nickerson moves to approve the board budget goals as presented. Board member Lindenthal seconds. Board votes and unanimously approve with 5 ayes and 0 nays.

- Resolution 2016-2017-005 Rights of Undocumented Students
  - Linda reports this resolution is to provide an inviting environment for all students and their families. Reviews the district’s vision
  - “Each and every child prepared for a world yet to be imagined.”
  - Reviews policies – Equity Policy
  - Welcoming environment for students and families
  - Diego read the resolution into the record.

John moves to approve resolution 2016-2017-005 Rights of undocumented students, as presented. Diego, Tamara and Dane second. Board votes and unanimously approve with 5 ayes and 0 nays.

- John notes it’s the right thing to do
- Joe notes that our students should feel safe at school
  
- Field Trips
  - Dane proposes to approve all 3 field trips in one motion. Board consensus.

Dane moves to approve RLA Phoenix Program March 2-3, 2017 field trip, RHS – Girls Basketball Tournament December 27-30, 2016 in Bend, OR and RHS Wind Ensemble & Orchestra Feb 17-19, 2017 Tournament in Bellevue, WA. Diego Seconds.

- John notes that for the girls’ basketball, he wants to ensure the bus is prepared for bad weather – stocked with water and snacks
- Frank notes that two students will be part of the wind ensemble and orchestra tournament – top in state.

Board votes and unanimously approved with 5 ayes and 0 nays

- IGA – Multnomah County Department of Health
  - Frank reports the secondary health teachers have partnered with Multnomah County health educators for many years.
  - Grant is part of a countywide project funded by Department of Health and Human Services Teen Pregnancy Prevention grant to align best practices with health education.
  - Legal counsel has reviewed grant contract and approves.
  - Health curriculum outlined for The Great Body Shop – Elementary, Decisions for Health – Middle and Pearson Health – high school

Board Member Nickerson moves that the board authorize the acceptance of this grant in the amount of \$10,000 for health education enhancement in Reynolds secondary schools. Board Member Lindenthal seconds. Board votes and unanimously approved with 5 ayes and 0 nays.

- School Improvement Grant – Glenfair Elementary

- Frank reports the district applied for a School Improvement Grant for Glenfair Elementary from ODE for \$1,425,518, expendable January 2017 to September 30, 2020.
- On November 28, 2016, district received notification that ODE awarded full grant amount.
- Welcome center – Certified and classified staff member
- 2 fulltime substitute staff
  - Subs that go to Glenfair may not stay throughout the day
  - This will give them two fulltime subs
- Mental Health support through Trillium
- SUN program – additional support

Board Member Lindenthal moves that the board authorize acceptance of School Improvement Grant in the amount of \$1,525,518 for school improvement efforts at Glenfair Elementary and authorize staff to proceed with the project. Board Member Hernandez seconds.

- Diego visited the Home Solutions shelter near Glenfair. The work that Glenfair staff do is supportive to these students in these environments.
- Joe gives appreciation to Frank for support to the families.

Board votes and unanimously approve with 5 ayes and 0 nays.

- ELL Transformation Funds
  - Supports for or school equity teams
  - 2 staff, HB Lee and RMS newcomer support
  - VP at RHS – Equity, ELL and inclusion focus – Gerrado Ibarra
  - Ongoing funds
  - 17-18 fully funded. 18-19, \$78K with possible support. 19-20 would depend on biennium funding.
  - Reserve the right to modify at any time if funding is not available
  - Strategy to increase ELL students’ graduation rate, by supporting at middle school and continue to high school.
  - State funded over and above allocation given to other districts

Board Member Hernandez moves the board authorize the acceptance of this grant in the amount of \$851,189 for ELL district improvement efforts through July 30, 2020 and authorize staff to proceed with this project. Board Member Schaffner seconds. Board votes and unanimously approved with 5 ayes and 0 nays.

- Columbia Regional Autism Contract
  - Frank reports this is an IGA between Reynolds and Portland Public Schools on behalf of Columbia Regional Program (CRP).
  - CRP Autism services contracts with Reynolds to provide services to eligible students.
  - Support for students with Specialists
  - Dane asked where the student would be housed.
    - Current position
    - Housed in the buildings with the students
    - In the current Maintenance of Effort plan

Board member Lindenthal moves the board authorize staff to enter into the IGA with Portland Public Schools on behalf of CRP as proposed. Board Member Schaffner seconds. Board votes and unanimously approved with 5 ayes and 0 nays.

- Authorization to spend: 2016 Seismic Grant at RMS for Architecture and Engineering.
  - Seismic grants – RSD is the only district that has been applying for these grants. Expected another in Spring 2017
  - July 2016 board accepted the Seismic Grant
  - CM/GC process approved by the board
  - Engineering and Architecture \$156,432 grant

Board member Nickerson moves to approve staff's recommendation and authorize staff to enter into the approved contract with ZCS Engineering for architecture and engineering services for the Reynolds Middle School Classroom Wing seismic project in an amount not to exceed \$156,432. Board member Hernandez seconds. Board votes and unanimously approved with 5 ayes and 0 nays.

### **Board Discussion**

- Dane – asked where the Thin Mints came from. ☺
- Joe – Acknowledge Diane for her services. Will announce at next business meeting.
  - Asked the board to attend the meetings to meet quorum.
  - Joe asked that we move forward with notice and applications to appoint position to end of term and would need to run for position in Spring.
- John asked if we need to appoint a Vice Chair.
  - Dane volunteers
- John moves to nominate Dane Nickerson as the board Vice Chair. Diego seconds. Board votes and unanimously approve with 5 ayes and 0 nays.
- John and Dane – Happy Holidays

**Adjourn** Chair Teeny adjourned the December 20, 2016 Business Meeting at 7:49pm.

Reviewed and Approved by:

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Joe Teeny, Board Chair

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Dr. Linda Florence, Superintendent



## Action Item

January 11, 2017

To: Board of Directors

From: Dr. Linda Florence, Superintendent

**Subject: Resolution #2016-2017-007 In Recognition of Black History Month**

Date: January 11, 2017

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### Summary:

Reynolds School District would like to recognize the month of February as Black History Month and recognize the hard work and accomplishments of the African American Community.

### Background:

This is an annual recognition of the contributions of the African American community to Reynolds School District and the United States.

### Financial Implications:

None.

### Staff Recommendation:

The RSD Administration supports and recommends approval of the attached resolution

### School Board Action:

Motion: To approve resolution #2016-2017-007 recognizing black history month as presented.

**BLACK HISTORY MONTH  
RESOLUTION #2016-2017-007**

**WHEREAS**, Black History Month is in the United States a historic tradition beginning in 1926 when historian Carter G. Woodson and the Association of Negro Life and History dedicated the second week in February as “Negro History Week”;

**WHEREAS**, In 1976, as part of the nation’s bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America;

**WHEREAS**, The rich inventions, courage, resolve, and cultural influences delivered to the nation by African Americans have been traditionally recognized regionally by the state of Oregon;

**WHEREAS**, It is appropriate that all citizens reflect upon, cherish, and sustain the contributions that black individuals – both past and contemporary – have made to our nation: Marian Anderson; Maya Angelou; Louis Armstrong; Frederick Douglass; Mary McLeod Bethune; Colon Powell; Duke Ellington; Lou Gosset, Jr.; Alex Haley; Zora Neale Hurston; Barack Obama; Thurgood Marshall; Rosa Parks; Leontyne Price; Paul Robeson; Alice Walker; Phyllis Wheatley; and many more; and;

**WHEREAS**, Such people have sacrificed so that we may progress and be inspired during hard times, and encouraged to celebrate and rejoice during happy times; now, therefore,

**BE IT RESOLVED** that Reynolds School District does hereby proclaim February 2017 as Black History Month. The struggles and achievements of African-Americans and their role in America’s history profoundly influences and enriches the culture of the United States. Reynolds School District acknowledges these contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

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Board Chairman, Reynolds School District

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Superintendent, Reynolds School District



## Action Item

January 11, 2017

To: Board of Directors

From: Michelle Murer, Executive Director Student Services

Through: Dr. Linda Florence, Superintendent

**Subject: 1:1 Nursing Contracts – MESD**

Date: January 11, 2017

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### **Summary:**

Contract between the District and Multnomah Education Service District.

Multnomah Education Service District (MESD) provides highly qualified nurses to Reynolds School District for our extremely medically fragile students who are eligible for special education and in need of 1:1 nursing to meet their unique health and safety needs as per their Individualized Education Plan (IEP). The previous contract for services covered the period of July 2015 through June 2016.

### **Previous Board Action:**

October 2015 Board authorized contracts with MESD through June 2016.

### **Background:**

District's legal counsel has reviewed the proposed contracts and approves of them as to form.

Multnomah Education Service District has historically provided 1:1 nursing services to students in Reynolds School District. Nursing services are required to meet the health and safety needs of five of the most medically fragile students eligible for Special Education Services in RSD. The most recent contract ended June 30, 2016.

### **Financial Implications:**

The 2016-2017 budget includes the appropriations for MESD to provide 1:1 nurses for five students within RSD.

**Staff Recommendation:**

Staff recommends the board authorize staff to enter into the contract with MESD to provide 1:1 nursing services as proposed.

**Proposed Motion:**

I move that the Board authorize the staff to enter into contract with Multnomah Education Service District through June 2016 and further authorize staff to expend in excess of \$100,000.00 for said services.

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
REYNOLDS SCHOOL DISTRICT

This Intergovernmental Agreement is between Multnomah Education Service District, hereinafter “MESD” and Reynolds School District, hereinafter “District” (and collectively “the Parties”) pursuant to authority granted in ORS Chapter 190.

**The Parties mutually agree as follows:**

**Term of Agreement.** The initial Agreement term shall be August 15, 2016 through August 14, 2017, when the Scope of Work concludes, or one or both parties terminate this Agreement, whichever occurs first.

**Summary of Work.** MESD shall perform the work described in Exhibit 1. This Agreement is for 1-1 Nursing Services.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both parties. MESD compensation shall not exceed \$70,798.37. Specific tasks are depicted in Exhibit 1 to be delivered by MESD at the time this Agreement is executed. Unless otherwise agreed to in Exhibit 1, MESD will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice.

**Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: (1) This Intergovernmental Agreement document, and (2) Exhibit 1 (Scope of Work). A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supersede any prior representation, written or oral.

---

STANDARD TERMS AND CONDITIONS

1. **Relationship.** District and MESD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors.
2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. The District and MESD, by mutual agreement, may terminate this Agreement at any time.
  - b. By either party upon 60 calendar days written notice. Termination shall not prejudice any right or obligation of the Parties already accrued prior to the effective date of termination.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
  5. **Ownership of Work Product.** Any and all goods and services developed for District pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of District. MESD hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. MESD forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.
  6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party, or as required by law.
  7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian or as otherwise permitted or required by law, and must be used only for the purposes identified in this Agreement (e.g., Medicaid billing).
  8. **Insurance.** The Parties represent and warrant that they are insured or self-insured according to the statutory limits set in the state of Oregon for any liability. The Parties shall maintain adequate levels of insurance or funding of self-insurance to cover any claim that may result from, arise out of, or relate to this Agreement. In addition, the Parties represent and warrant that they provide Workers' Compensation coverage or are self-insured with Workers Compensation coverage for all subject workers, unless exempt under ORS 656.027 or 656.126.
    - a. Certificate(s) of Insurance. Upon request, the Parties shall furnish the other with certificate(s) of insurance, mailed from that party's insurance carrier(s) directly to the other party, that demonstrate that all insurance requirements of this Agreement are met.

Each certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days deductible or retention level.

- b. **Waiver or Modification.** Under certain circumstances, MESD may agree to waive or modify the required liability coverage. However, a waiver of a current, in-force liability policy does not constitute a waiver of District's liability for all activities performed by District within the terms and scope of this Agreement. If MESD agrees to waive or modify liability coverage, the Contract and Risk Manager or a designee shall describe such waiver or modification in Attachment 2 (Alternative Insurance Amendment) and shall include a signature.
9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions or negligence of its own officers, employees or agents.
11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
12. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
13. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
14. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent,

modification or change shall be effective only in the specific instance and for the specific purpose given.

15. **Notices.** All notices or demands of any kind required or desired to be given by District or MESD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses listed below.

Multnomah Education Service District  
Department of School Health Services  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017  
503-257-1732

Reynolds School District  
Attn: Michelle Murer, Director, Student  
Services  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

**I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



\_\_\_\_\_  
Sam Breyer  
Superintendent

\_\_\_\_\_  
Reynolds School District Signer

\_\_\_\_\_  
November 30, 2016  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

EXHIBIT 1  
SCOPE OF WORK  
1-1 Nursing Services  
2 729 2130

**MESD shall:**

1. Provide the services of a Licensed Practical Nurse for District student, [REDACTED] for 180 days / 1295.25 total hours during the 2016-17 school year. Total days include 172 estimated student attendance days, plus paid holidays, in-service/training/prep days for the nurse, per the collective bargaining agreements (CBA).
  - The nurse is a licensed, autonomous professional who shall adhere to the scope and standards of the Oregon Nurse Practice Act to ensure the safety and well-being of the assigned student.
  - The nurse's primary responsibility is to the assigned student.
2. Make every effort to provide a substitute nurse, trained and oriented to this student, during the absence of the regularly-assigned nurse, in order to ensure student attendance.
3. Provide a nurse for as many days as needed during the 2016-2017 Extended School Year (ESY), per the student's Individualized Education Plan (IEP).
4. Provide supervision of the nursing practice by an MESD Department of School Health Services Nursing Supervisor.
5. Provide the nurse such training, equipment, policies, and procedures necessary for the effective performance of nursing services, including required documentation.
6. Provide evidence-based nursing care supported by the Oregon Nurse Practice Act for the health and safety of the student/patient.
7. Reduce costs to the District for revenue received for Medicaid-billable services to District student, C. Knight, minus 10% of that amount, which represents a program administration fee.

**District shall:**

1. Execute any agreements necessary for the sharing of student data from District's Student Information System for the purpose of nursing documentation, and provide on-site internet access.
2. Provide necessary, accurate documentation to validate Medicaid-billable services, including IEPs that clearly define the minutes per day of nursing service, and signed Parental Consent forms.
3. Provide supplies and equipment necessary, per the student's IEP and OSHA, to safely meet the needs of the student, including, but not limited to, lifting and transfer assistance.

4. Inform the nurse/student team of district/school emergency plans and include in drills.
5. Pay MESD \$54.66 per hour for the services of the Nurse, as follows:
  - a. On or about January 15, 2017, after receipt of an invoice, one half the total contract amount, less Medicaid revenue received.
  - b. On or about June 15, 2017, after receipt of an invoice, the contract balance, less Medicaid revenue received.
  - c. On or about September 15, 2017, after receipt of an invoice, the actual amount due, less Medicaid revenue received, for ESY, if applicable.

**Additional Terms:**

**Absences**

In the event of a scheduled or unscheduled extended absence (more than 10 consecutive school days) of the student, all concerned parties shall be notified immediately of the student's dates of absence and expected return date (see separate document, "MESD Nurse Absence Contact Protocol"). During the student's absence:

- District is responsible for payment for a minimum of 10 days nursing service, unless the nurse can be re-assigned during that 10-day period.
- District may choose to notify MESD of intent to terminate the contract, per the *Standard Terms and Conditions, Paragraph 3. Termination*
- MESD and District may agree to reassign the nurse within the district during the student's absence, if an assignment can be identified.
- MESD reserves the right to reassign nursing staff, as needed.

**Extended School Year / Extracurricular Activities**

1. This Agreement is dated August to August to allow for the inclusion of ESY services, if indicated for this student.
2. Services for ESY, if determined to be necessary, are not provided for in the cost of this Agreement.
3. District will advise MESD as early as possible of the ESY schedule for this student so that MESD can ensure a nurse is available.
4. Services for activities outside the regular school day are not provided for in this agreement. Such services may be negotiated separately, and at separate cost, based on staff availability.

## MESD Nurse Absence Contact Protocol

### Absence of 1-1 Nurse and/or 1-1 Student

- ✓ MESD / School Health Services personnel (503-257-1742) will notify the district representative of any absence of the regular 1-1 nurse or 1-1 student.
- ✓ For absence of the nurse, SHS will identify to the district the substitute nurse coming with the student.
- ✓ District will be notified in any case of an “extra” nurse (in training, for example) scheduled to be on campus with the regularly-assigned nurse.
- ✓ For absence of the student:
  - SHS will convey as much information as has been given regarding the nature and possible duration of the student’s absence.
  - SHS will advise the district if, and where, the nurse has been reassigned during the student’s absence.
  - SHS and the district will continue to share information as it is available regarding the student’s continued absence or return to school.

### District Contacts:

Centennial	Lori Silverman	503-762-3630	<a href="mailto:Lori_silverman@centennial.k12.or.us">Lori_silverman@centennial.k12.or.us</a>
Corbett	Desiree Chiu	503-261-4243	<a href="mailto:dchiu@corbett.k12.or.us">dchiu@corbett.k12.or.us</a>
David Douglas	Barbara Kienle	503-261-8207	<a href="mailto:Barbara_kienle@ddsd40.org">Barbara_kienle@ddsd40.org</a>
North Clackamas SD	Vivian Garrison	503-353-6126	<a href="mailto:garrisonvi@nclack.k12.or.us">garrisonvi@nclack.k12.or.us</a>
Oregon City	Tanja Bass	503-785-8400	<a href="mailto:tanja.bass@orecity.k12.or.us">tanja.bass@orecity.k12.or.us</a>
Oregon Trail	Ladine Marquardt	503-668-4949	<a href="mailto:Ladine.marquardt@ortrail.k12.or.us">Ladine.marquardt@ortrail.k12.or.us</a>
Parkrose	Kathy Keim-Robinson	503-408-2118	<a href="mailto:Kathy_keimrob@parkrose.k12.or.us">Kathy_keimrob@parkrose.k12.or.us</a>
Portland	Robin Malone	503-916-3297	<a href="mailto:rmalone@pps.net">rmalone@pps.net</a>
Reynolds	Michelle Murer	503-523-7426	<a href="mailto:mmurer@rsd7.net">mmurer@rsd7.net</a>
Riverdale	Paula Robinson	503-262-4844	<a href="mailto:probinson@riverdale.k12.or.us">probinson@riverdale.k12.or.us</a>

Please send updates to this list to Eileen Ellis: [eellis@mesd.k12.or.us](mailto:eellis@mesd.k12.or.us)

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
REYNOLDS SCHOOL DISTRICT

This Intergovernmental Agreement is between Multnomah Education Service District, hereinafter “MESD” and Reynolds School District, hereinafter “District” (and collectively “the Parties”) pursuant to authority granted in ORS Chapter 190.

**The Parties mutually agree as follows:**

**Term of Agreement.** The initial Agreement term shall be August 15, 2016 through August 14, 2017, when the Scope of Work concludes, or one or both parties terminate this Agreement, whichever occurs first.

**Summary of Work.** MESD shall perform the work described in Exhibit 1. This Agreement is for 1-1 Nursing Services.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both parties. MESD compensation shall not exceed \$76,250.70. Specific tasks are depicted in Exhibit 1 to be delivered by MESD at the time this Agreement is executed. Unless otherwise agreed to in Exhibit 1, MESD will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice.

**Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: (1) This Intergovernmental Agreement document, and (2) Exhibit 1 (Scope of Work). A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supersede any prior representation, written or oral.

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STANDARD TERMS AND CONDITIONS

1. **Relationship.** District and MESD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors.
2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. The District and MESD, by mutual agreement, may terminate this Agreement at any time.
  - b. By either party upon 60 calendar days written notice, except that if the services provided under the contract relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date the individualized education program team determines that the student's placement will be changed unless prohibited by law. Termination shall not prejudice any right or obligation of the Parties already accrued prior to the effective date of termination.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
  5. **Ownership of Work Product.** Any and all goods and services developed for District pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of District. MESD hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. MESD forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.
  6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party, or as required by law.
  7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian, or as otherwise permitted or required by law, and must be used only for the purposes identified in this Agreement (e.g., Medicaid billing).
  8. **Insurance.** The Parties represent and warrant that they are insured or self-insured according to the statutory limits set in the state of Oregon for any liability. The Parties shall maintain adequate levels of insurance or funding of self-insurance to cover any claim that may result from, arise out of, or relate to this Agreement. In addition, the Parties represent and warrant that they provide Workers' Compensation coverage or are self-insured with Workers Compensation coverage for all subject workers, unless exempt under ORS 656.027 or 656.126.

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  - b. **Waiver or Modification.** Under certain circumstances, MESD may agree to waive or modify the required liability coverage. However, a waiver of a current, in-force liability policy does not constitute a waiver of District's liability for all activities performed by District within the terms and scope of this Agreement. If MESD agrees to waive or modify liability coverage, the Contract and Risk Manager or a designee shall describe such waiver or modification in Attachment 2 (Alternative Insurance Amendment) and shall include a signature.
9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
  10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions or negligence of its own officers, employees or agents.
  11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
  12. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
  13. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

14. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
15. **Notices.** All notices or demands of any kind required or desired to be given by District or MESD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses listed below.

Multnomah Education Service District  
Department of School Health Services  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017  
503-257-1732

Reynolds School District  
Attn: Michelle Murer, Director, Student  
Services  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

**I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



\_\_\_\_\_  
Sam Breyer  
Superintendent

\_\_\_\_\_  
Reynolds School District Signer

\_\_\_\_\_  
December 6, 2016  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

EXHIBIT 1  
SCOPE OF WORK  
1-1 Nursing Services  
2 729 2130

**MESD shall:**

1. Provide the services of a Licensed Practical Nurse for District student, [REDACTED], for 181 days / 1395 total hours during the 2016-17 school year. Total days include 171 estimated student attendance days, plus paid holidays, in-service/training/prep days for the nurse, per the collective bargaining agreements (CBA).
  - The nurse is a licensed, autonomous professional who shall adhere to the scope and standards of the Oregon Nurse Practice Act to ensure the safety and well-being of the assigned student.
  - The nurse's primary responsibility is to the assigned student and the duties that fall within the nurse's position description.
2. Make every effort to provide a substitute nurse, trained and oriented to this student, during the absence of the regularly-assigned nurse, in order to ensure student attendance.
3. Provide a nurse for as many days as needed during the 2016-2017 Extended School Year (ESY), per the student's Individualized Education Plan (IEP).
4. Provide supervision of the nursing practice by an MESD Department of School Health Services Nursing Supervisor.
5. Provide the nurse such training, equipment, policies, and procedures necessary for the effective performance of nursing services, including required documentation.
6. Provide evidence-based nursing care supported by the Oregon Nurse Practice Act for the health and safety of the student/patient.
7. Reduce costs to the District for revenue received for Medicaid-billable services to District student, R. Camidge, minus 10% of that amount, which represents a program administration fee.

**District shall:**

1. Execute any agreements necessary for the sharing of student data from District's Student Information System for the purpose of nursing documentation, and provide on-site internet access.
2. Provide necessary, accurate documentation to validate Medicaid-billable services, including IEPs that clearly define the minutes per day of nursing service, and signed Parental Consent forms.
3. Provide supplies and equipment necessary, <sup>79</sup>per the student's IEP and OSHA, to safely meet

the needs of the student, including, but not limited to, lifting and transfer assistance.

4. Inform the nurse/student team of district/school emergency plans and include in drills.
5. Pay MESD \$54.66 per hour for the services of the Nurse, as follows:
  - a. On or about January 15, 2017, after receipt of an invoice, one half the total contract amount, less Medicaid revenue received.
  - b. On or about June 15, 2017, after receipt of an invoice, the contract balance, less Medicaid revenue received.
  - c. On or about September 15, 2017, after receipt of an invoice, the actual amount due, less Medicaid revenue received, for ESY, if applicable.

**Additional Terms:**

**Absences**

In the event of a scheduled or unscheduled extended absence (more than 10 consecutive school days) of the student, all concerned parties shall be notified immediately of the student's dates of absence and expected return date (see separate document, "MESD Nurse Absence Contact Protocol"). During the student's absence:

- District is responsible for payment for a minimum of 10 days nursing service, unless the nurse can be re-assigned during that 10-day period.
- District may choose to notify MESD of intent to terminate the contract, per the *Standard Terms and Conditions, Paragraph 3. Termination*
- MESD and District may agree to reassign the nurse within the district during the student's absence, if an assignment can be identified.
- MESD reserves the right to reassign nursing staff, as needed.

**Extended School Year / Extracurricular Activities**

1. This Agreement is dated August to August to allow for the inclusion of ESY services, if indicated for this student.
2. Services for ESY, if determined to be necessary, are not provided for in the cost of this Agreement.
3. District will advise MESD as early as possible of the ESY schedule for this student so that MESD can ensure a nurse is available.
4. Services for activities outside the regular school day are not provided for in this agreement. Such services may be negotiated separately, and at separate cost, based on staff availability.

## MESD Nurse Absence Contact Protocol

### Absence of 1-1 Nurse and/or 1-1 Student

- ✓ MESD / School Health Services personnel (503-257-1742) will notify the district representative of any absence of the regular 1-1 nurse or 1-1 student.
- ✓ For absence of the nurse, SHS will identify to the district the substitute nurse coming with the student.
- ✓ District will be notified in any case of an “extra” nurse (in training, for example) scheduled to be on campus with the regularly-assigned nurse.
- ✓ For absence of the student:
  - SHS will convey as much information as has been given regarding the nature and possible duration of the student’s absence.
  - SHS will advise the district if, and where, the nurse has been reassigned during the student’s absence.
  - SHS and the district will continue to share information as it is available regarding the student’s continued absence or return to school.

### District Contacts:

Centennial	Lori Silverman	503-762-3630	<a href="mailto:Lori_silverman@centennial.k12.or.us">Lori_silverman@centennial.k12.or.us</a>
Corbett	Desiree Chiu	503-261-4243	<a href="mailto:dchiu@corbett.k12.or.us">dchiu@corbett.k12.or.us</a>
David Douglas	Barbara Kienle	503-261-8207	<a href="mailto:Barbara_kienle@ddsd40.org">Barbara_kienle@ddsd40.org</a>
North Clackamas SD	Vivian Garrison	503-353-6126	<a href="mailto:garrisonvi@nclack.k12.or.us">garrisonvi@nclack.k12.or.us</a>
Oregon City	Tanja Bass	503-785-8400	<a href="mailto:tanja.bass@orecity.k12.or.us">tanja.bass@orecity.k12.or.us</a>
Oregon Trail	Ladine Marquardt	503-668-4949	<a href="mailto:Ladine.marquardt@ortrail.k12.or.us">Ladine.marquardt@ortrail.k12.or.us</a>
Parkrose	Kathy Keim-Robinson	503-408-2118	<a href="mailto:Kathy_keimrob@parkrose.k12.or.us">Kathy_keimrob@parkrose.k12.or.us</a>
Portland	Robin Malone	503-916-3297	<a href="mailto:rmalone@pps.net">rmalone@pps.net</a>
Reynolds	Michelle Murer	503-523-7426	<a href="mailto:mmurer@rsd7.net">mmurer@rsd7.net</a>
Riverdale	Paula Robinson	503-262-4844	<a href="mailto:probinson@riverdale.k12.or.us">probinson@riverdale.k12.or.us</a>

Please send updates to this list to Eileen Ellis: [eellis@mesd.k12.or.us](mailto:eellis@mesd.k12.or.us)

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
REYNOLDS SCHOOL DISTRICT

This Intergovernmental Agreement is between Multnomah Education Service District, hereinafter “MESD” and Reynolds School District, hereinafter “District” (and collectively “the Parties”) pursuant to authority granted in ORS Chapter 190.

**The Parties mutually agree as follows:**

**Term of Agreement.** The initial Agreement term shall be August 15, 2016 through August 14, 2017, when the Scope of Work concludes, or one or both parties terminate this Agreement, whichever occurs first.

**Summary of Work.** MESD shall perform the work described in Exhibit 1. This Agreement is for 1-1 Nursing Services.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both parties. MESD compensation shall not exceed \$70,292.76. Specific tasks are depicted in Exhibit 1 to be delivered by MESD at the time this Agreement is executed. Unless otherwise agreed to in Exhibit 1, MESD will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice.

**Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: (1) This Intergovernmental Agreement document, and (2) Exhibit 1 (Scope of Work). A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supersede any prior representation, written or oral.

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STANDARD TERMS AND CONDITIONS

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2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. The District and MESD, by mutual agreement, may terminate this Agreement at any time.
  - b. By either party upon 60 calendar days written notice, except that if the services provided under the contract relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date the individualized education program team determines that the student's placement will be changed unless prohibited by law. Termination shall not prejudice any right or obligation of the Parties already accrued prior to the effective date of termination.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
  5. **Ownership of Work Product.** Any and all goods and services developed for District pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of District. MESD hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. MESD forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.
  6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party, or as required by law.
  7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian, or as otherwise permitted or required by law, and must be used only for the purposes identified in this Agreement (e.g., Medicaid billing).
  8. **Insurance.** The Parties represent and warrant that they are insured or self-insured according to the statutory limits set in the state of Oregon for any liability. The Parties shall maintain adequate levels of insurance or funding of self-insurance to cover any claim that may result from, arise out of, or relate to this Agreement. In addition, the Parties represent and warrant that they provide Workers' Compensation coverage or are self-insured with Workers Compensation coverage for all subject workers, unless exempt under ORS 656.027 or 656.126.

- a. **Certificate(s) of Insurance.** Upon request, the Parties shall furnish the other with certificate(s) of insurance, mailed from that party's insurance carrier(s) directly to the other party, that demonstrate that all insurance requirements of this Agreement are met. Each certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days deductible or retention level.
  - b. **Waiver or Modification.** Under certain circumstances, MESD may agree to waive or modify the required liability coverage. However, a waiver of a current, in-force liability policy does not constitute a waiver of District's liability for all activities performed by District within the terms and scope of this Agreement. If MESD agrees to waive or modify liability coverage, the Contract and Risk Manager or a designee shall describe such waiver or modification in Attachment 2 (Alternative Insurance Amendment) and shall include a signature.
9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
  10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions or negligence of its own officers, employees or agents.
  11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
  12. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
  13. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

14. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
15. **Notices.** All notices or demands of any kind required or desired to be given by District or MESD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses listed below.

Multnomah Education Service District  
Department of School Health Services  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017  
503-257-1732

Reynolds School District  
Attn: Michelle Murer, Director, Student  
Services  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

**I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



\_\_\_\_\_  
Sam Breyer  
Superintendent

\_\_\_\_\_  
Reynolds School District Signer

\_\_\_\_\_  
November 30, 2016  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

EXHIBIT 1  
SCOPE OF WORK  
1-1 Nursing Services  
2 729 2130

**MESD shall:**

1. Provide the services of a Licensed Practical Nurse for District student, [REDACTED] for 172 days / 1286 total hours during the 2016-17 school year, beginning on September 14, 2016. Total days include 172 estimated student attendance days, plus paid holidays, in-service/training/prep days for the nurse, per the collective bargaining agreements (CBA).
  - The nurse is a licensed, autonomous professional who shall adhere to the scope and standards of the Oregon Nurse Practice Act to ensure the safety and well-being of the assigned student.
  - The nurse's primary responsibility is to the assigned student and the duties that fall within the nurse's position description.
2. Make every effort to provide a substitute nurse, trained and oriented to this student, during the absence of the regularly-assigned nurse, in order to ensure student attendance.
3. Provide a nurse for as many days as needed during the 2016-2017 Extended School Year (ESY), per the student's Individualized Education Plan (IEP).
4. Provide supervision of the nursing practice by an MESD Department of School Health Services Nursing Supervisor.
5. Provide the nurse such training, equipment, policies, and procedures necessary for the effective performance of nursing services, including required documentation.
6. Provide evidence-based nursing care supported by the Oregon Nurse Practice Act for the health and safety of the student/patient.
7. Reduce costs to the District for revenue received for Medicaid-billable services to District student, A. Epperly, minus 10% of that amount, which represents a program administration fee.

**District shall:**

1. Execute any agreements necessary for the sharing of student data from District's Student Information System for the purpose of nursing documentation, and provide on-site internet access.
2. Provide necessary, accurate documentation to validate Medicaid-billable services, including IEPs that clearly define the minutes per day of nursing service, and signed Parental Consent forms.
3. Provide supplies and equipment necessary, <sup>86</sup>per the student's IEP and OSHA, to safely meet

the needs of the student, including, but not limited to, lifting and transfer assistance.

4. Inform the nurse/student team of district/school emergency plans and include in drills.
5. Pay MESD \$54.66 per hour for the services of the Nurse, as follows:
  - a. On or about January 15, 2017, after receipt of an invoice, one half the total contract amount, less Medicaid revenue received.
  - b. On or about June 15, 2017, after receipt of an invoice, the contract balance, less Medicaid revenue received.
  - c. On or about September 15, 2017, after receipt of an invoice, the actual amount due, less Medicaid revenue received, for ESY, if applicable.

**Additional Terms:**

**Absences**

In the event of a scheduled or unscheduled extended absence (more than 10 consecutive school days) of the student, all concerned parties shall be notified immediately of the student's dates of absence and expected return date (see separate document, "MESD Nurse Absence Contact Protocol"). During the student's absence:

- District is responsible for payment for a minimum of 10 days nursing service, unless the nurse can be re-assigned during that 10-day period.
- District may choose to notify MESD of intent to terminate the contract, per the *Standard Terms and Conditions, Paragraph 3. Termination*
- MESD and District may agree to reassign the nurse within the district during the student's absence, if an assignment can be identified.
- MESD reserves the right to reassign nursing staff, as needed.

**Extended School Year / Extracurricular Activities**

1. This Agreement is dated August to August to allow for the inclusion of ESY services, if indicated for this student.
2. Services for ESY, if determined to be necessary, are not provided for in the cost of this Agreement.
3. District will advise MESD as early as possible of the ESY schedule for this student so that MESD can ensure a nurse is available.
4. Services for activities outside the regular school day are not provided for in this agreement. Such services may be negotiated separately, and at separate cost, based on staff availability.

## MESD Nurse Absence Contact Protocol

### Absence of 1-1 Nurse and/or 1-1 Student

- ✓ MESD / School Health Services personnel (503-257-1742) will notify the district representative of any absence of the regular 1-1 nurse or 1-1 student.
- ✓ For absence of the nurse, SHS will identify to the district the substitute nurse coming with the student.
- ✓ District will be notified in any case of an “extra” nurse (in training, for example) scheduled to be on campus with the regularly-assigned nurse.
- ✓ For absence of the student:
  - SHS will convey as much information as has been given regarding the nature and possible duration of the student’s absence.
  - SHS will advise the district if, and where, the nurse has been reassigned during the student’s absence.
  - SHS and the district will continue to share information as it is available regarding the student’s continued absence or return to school.

### District Contacts:

Centennial	Lori Silverman	503-762-3630	<a href="mailto:Lori_silverman@centennial.k12.or.us">Lori_silverman@centennial.k12.or.us</a>
Corbett	Desiree Chiu	503-261-4243	<a href="mailto:dchiu@corbett.k12.or.us">dchiu@corbett.k12.or.us</a>
David Douglas	Barbara Kienle	503-261-8207	<a href="mailto:Barbara_kienle@ddsd40.org">Barbara_kienle@ddsd40.org</a>
North Clackamas SD	Vivian Garrison	503-353-6126	<a href="mailto:garrisonvi@nclack.k12.or.us">garrisonvi@nclack.k12.or.us</a>
Oregon City	Tanja Bass	503-785-8400	<a href="mailto:tanja.bass@orecity.k12.or.us">tanja.bass@orecity.k12.or.us</a>
Oregon Trail	Ladine Marquardt	503-668-4949	<a href="mailto:Ladine.marquardt@ortrail.k12.or.us">Ladine.marquardt@ortrail.k12.or.us</a>
Parkrose	Kathy Keim-Robinson	503-408-2118	<a href="mailto:Kathy_keimrob@parkrose.k12.or.us">Kathy_keimrob@parkrose.k12.or.us</a>
Portland	Robin Malone	503-916-3297	<a href="mailto:rmalone@pps.net">rmalone@pps.net</a>
Reynolds	Michelle Murer	503-523-7426	<a href="mailto:mmurer@rsd7.net">mmurer@rsd7.net</a>
Riverdale	Paula Robinson	503-262-4844	<a href="mailto:probinson@riverdale.k12.or.us">probinson@riverdale.k12.or.us</a>

Please send updates to this list to Eileen Ellis: [eellis@mesd.k12.or.us](mailto:eellis@mesd.k12.or.us)

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
REYNOLDS SCHOOL DISTRICT

This Intergovernmental Agreement is between Multnomah Education Service District, hereinafter “MESD” and Reynolds School District, hereinafter “District” (and collectively “the Parties”) pursuant to authority granted in ORS Chapter 190.

**The Parties mutually agree as follows:**

**Term of Agreement.** The initial Agreement term shall be August 15, 2016 through August 14, 2017, when the Scope of Work concludes, or one or both parties terminate this Agreement, whichever occurs first.

**Summary of Work.** MESD shall perform the work described in Exhibit 1. This Agreement is for 1-1 Nursing Services.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both parties. MESD compensation shall not exceed \$98,177.94. Specific tasks are depicted in Exhibit 1 to be delivered by MESD at the time this Agreement is executed. Unless otherwise agreed to in Exhibit 1, MESD will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice.

**Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: (1) This Intergovernmental Agreement document, and (2) Exhibit 1 (Scope of Work). A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supersede any prior representation, written or oral.

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STANDARD TERMS AND CONDITIONS

1. **Relationship.** District and MESD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors.
2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. The District and MESD, by mutual agreement, may terminate this Agreement at any time.
  - b. By either party upon 60 calendar days written notice. Termination shall not prejudice any right or obligation of the Parties already accrued prior to the effective date of termination.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
  5. **Ownership of Work Product.** Any and all goods and services developed for District pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of District. MESD hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. MESD forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.
  6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party, or as required by law.
  7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian or as otherwise permitted or required by law, and must be used only for the purposes identified in this Agreement (e.g., Medicaid billing).
  8. **Insurance.** The Parties represent and warrant that they are insured or self-insured according to the statutory limits set in the state of Oregon for any liability. The Parties shall maintain adequate levels of insurance or funding of self-insurance to cover any claim that may result from, arise out of, or relate to this Agreement. In addition, the Parties represent and warrant that they provide Workers' Compensation coverage or are self-insured with Workers Compensation coverage for all subject workers, unless exempt under ORS 656.027 or 656.126.
    - a. Certificate(s) of Insurance. Upon request, the Parties shall furnish the other with certificate(s) of insurance, mailed from that party's insurance carrier(s) directly to the other party, that demonstrate that all insurance requirements of this Agreement are met.

Each certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days deductible or retention level.

- b. **Waiver or Modification.** Under certain circumstances, MESD may agree to waive or modify the required liability coverage. However, a waiver of a current, in-force liability policy does not constitute a waiver of District's liability for all activities performed by District within the terms and scope of this Agreement. If MESD agrees to waive or modify liability coverage, the Contract and Risk Manager or a designee shall describe such waiver or modification in Attachment 2 (Alternative Insurance Amendment) and shall include a signature.
9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions or negligence of its own officers, employees or agents.
11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
12. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
13. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
14. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent,

modification or change shall be effective only in the specific instance and for the specific purpose given.

15. **Notices.** All notices or demands of any kind required or desired to be given by District or MESD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses listed below.

Multnomah Education Service District  
Department of School Health Services  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017  
503-257-1732

Reynolds School District  
Attn: Michelle Murer, Director, Student  
Services  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

**I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



\_\_\_\_\_  
Sam Breyer  
Superintendent

\_\_\_\_\_  
Reynolds School District Signer

\_\_\_\_\_  
November 30, 2016  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

EXHIBIT 1  
SCOPE OF WORK  
1-1 Nursing Services  
2 729 2130

**MESD shall:**

1. Provide the services of a Registered Nurse for District student, ●●●●●●●● for 181 days / 1367 total hours during the 2016-17 school year. Total days include 170 estimated student attendance days, plus paid holidays, in-service/training/prep days for the nurse, per the collective bargaining agreements (CBA).
  - The nurse is a licensed, autonomous professional who shall adhere to the scope and standards of the Oregon Nurse Practice Act to ensure the safety and well-being of the assigned student.
  - The nurse's primary responsibility is to the assigned student.
2. Make every effort to provide a substitute nurse, trained and oriented to this student, during the absence of the regularly-assigned nurse, in order to ensure student attendance.
3. Provide a nurse for as many days as needed during the 2016-2017 Extended School Year (ESY), per the student's Individualized Education Plan (IEP).
4. Provide supervision of the nursing practice by an MESD Department of School Health Services Nursing Supervisor.
5. Provide the nurse such training, equipment, policies, and procedures necessary for the effective performance of nursing services, including required documentation.
6. Provide evidence-based nursing care supported by the Oregon Nurse Practice Act for the health and safety of the student/patient.
7. Reduce costs to the District for revenue received for Medicaid-billable services to District student, A. Hilfiker, minus 10% of that amount, which represents a program administration fee.

**District shall:**

1. Execute any agreements necessary for the sharing of student data from District's Student Information System for the purpose of nursing documentation, and provide on-site internet access.
2. Provide necessary, accurate documentation to validate Medicaid-billable services, including IEPs that clearly define the minutes per day of nursing service, and signed Parental Consent forms.
3. Provide supplies and equipment necessary, per the student's IEP and OSHA, to safely meet the needs of the student, including, but not limited to, lifting and transfer assistance.

4. Inform the nurse/student team of district/school emergency plans and include in drills.
5. Pay MESD \$71.82 per hour for the services of the Nurse, as follows:
  - a. On or about January 15, 2017, after receipt of an invoice, one half the total contract amount, less Medicaid revenue received.
  - b. On or about June 15, 2017, after receipt of an invoice, the contract balance, less Medicaid revenue received.
  - c. On or about September 15, 2017, after receipt of an invoice, the actual amount due, less Medicaid revenue received, for ESY, if applicable.

**Additional Terms:**

**Absences**

In the event of a scheduled or unscheduled extended absence (more than 10 consecutive school days) of the student, all concerned parties shall be notified immediately of the student's dates of absence and expected return date (see separate document, "MESD Nurse Absence Contact Protocol"). During the student's absence:

- District is responsible for payment for a minimum of 10 days nursing service, unless the nurse can be re-assigned during that 10-day period.
- District may choose to notify MESD of intent to terminate the contract, per the *Standard Terms and Conditions, Paragraph 3. Termination*
- MESD and District may agree to reassign the nurse within the district during the student's absence, if an assignment can be identified.
- MESD reserves the right to reassign nursing staff, as needed.

**Extended School Year / Extracurricular Activities**

1. This Agreement is dated August to August to allow for the inclusion of ESY services, if indicated for this student.
2. Services for ESY, if determined to be necessary, are not provided for in the cost of this Agreement.
3. District will advise MESD as early as possible of the ESY schedule for this student so that MESD can ensure a nurse is available.
4. Services for activities outside the regular school day are not provided for in this agreement. Such services may be negotiated separately, and at separate cost, based on staff availability.

## MESD Nurse Absence Contact Protocol

### Absence of 1-1 Nurse and/or 1-1 Student

- ✓ MESD / School Health Services personnel (503-257-1742) will notify the district representative of any absence of the regular 1-1 nurse or 1-1 student.
- ✓ For absence of the nurse, SHS will identify to the district the substitute nurse coming with the student.
- ✓ District will be notified in any case of an “extra” nurse (in training, for example) scheduled to be on campus with the regularly-assigned nurse.
- ✓ For absence of the student:
  - SHS will convey as much information as has been given regarding the nature and possible duration of the student’s absence.
  - SHS will advise the district if, and where, the nurse has been reassigned during the student’s absence.
  - SHS and the district will continue to share information as it is available regarding the student’s continued absence or return to school.

### District Contacts:

Centennial	Lori Silverman	503-762-3630	<a href="mailto:Lori_silverman@centennial.k12.or.us">Lori_silverman@centennial.k12.or.us</a>
Corbett	Desiree Chiu	503-261-4243	<a href="mailto:dchiu@corbett.k12.or.us">dchiu@corbett.k12.or.us</a>
David Douglas	Barbara Kienle	503-261-8207	<a href="mailto:Barbara_kienle@ddsd40.org">Barbara_kienle@ddsd40.org</a>
North Clackamas SD	Vivian Garrison	503-353-6126	<a href="mailto:garrisonvi@nclack.k12.or.us">garrisonvi@nclack.k12.or.us</a>
Oregon City	Tanja Bass	503-785-8400	<a href="mailto:tanja.bass@orecity.k12.or.us">tanja.bass@orecity.k12.or.us</a>
Oregon Trail	Ladine Marquardt	503-668-4949	<a href="mailto:Ladine.marquardt@ortrail.k12.or.us">Ladine.marquardt@ortrail.k12.or.us</a>
Parkrose	Kathy Keim-Robinson	503-408-2118	<a href="mailto:Kathy_keimrob@parkrose.k12.or.us">Kathy_keimrob@parkrose.k12.or.us</a>
Portland	Robin Malone	503-916-3297	<a href="mailto:rmalone@pps.net">rmalone@pps.net</a>
Reynolds	Michelle Murer	503-523-7426	<a href="mailto:mmurer@rsd7.net">mmurer@rsd7.net</a>
Riverdale	Paula Robinson	503-262-4844	<a href="mailto:probinson@riverdale.k12.or.us">probinson@riverdale.k12.or.us</a>

Please send updates to this list to Eileen Ellis: [eellis@mesd.k12.or.us](mailto:eellis@mesd.k12.or.us)

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
REYNOLDS SCHOOL DISTRICT

This Intergovernmental Agreement is between Multnomah Education Service District, hereinafter “MESD” and Reynolds School District, hereinafter “District” (and collectively “the Parties”) pursuant to authority granted in ORS Chapter 190.

**The Parties mutually agree as follows:**

**Term of Agreement.** The initial Agreement term shall be August 15, 2016 through August 14, 2017, when the Scope of Work concludes, or one or both parties terminate this Agreement, whichever occurs first.

**Summary of Work.** MESD shall perform the work described in Exhibit 1. This Agreement is for 1-1 Nursing Services.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both parties. MESD compensation shall not exceed \$105,772.91. Specific tasks are depicted in Exhibit 1 to be delivered by MESD at the time this Agreement is executed. Unless otherwise agreed to in Exhibit 1, MESD will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice.

**Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: (1) This Intergovernmental Agreement document, and (2) Exhibit 1 (Scope of Work). A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supersede any prior representation, written or oral.

---

STANDARD TERMS AND CONDITIONS

1. **Relationship.** District and MESD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors.
2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. The District and MESD, by mutual agreement, may terminate this Agreement at any time.
  - b. By either party upon 60 calendar days written notice. Termination shall not prejudice any right or obligation of the Parties already accrued prior to the effective date of termination.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
  5. **Ownership of Work Product.** Any and all goods and services developed for District pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of District. MESD hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. MESD forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.
  6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party, or as required by law.
  7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian or as otherwise permitted or required by law, and must be used only for the purposes identified in this Agreement (e.g., Medicaid billing).
  8. **Insurance.** The Parties represent and warrant that they are insured or self-insured according to the statutory limits set in the state of Oregon for any liability. The Parties shall maintain adequate levels of insurance or funding of self-insurance to cover any claim that may result from, arise out of, or relate to this Agreement. In addition, the Parties represent and warrant that they provide Workers' Compensation coverage or are self-insured with Workers Compensation coverage for all subject workers, unless exempt under ORS 656.027 or 656.126.
    - a. Certificate(s) of Insurance. Upon request, the Parties shall furnish the other with certificate(s) of insurance, mailed from that party's insurance carrier(s) directly to the other party, that demonstrate that all insurance requirements of this Agreement are met.

Each certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days deductible or retention level.

- b. **Waiver or Modification.** Under certain circumstances, MESD may agree to waive or modify the required liability coverage. However, a waiver of a current, in-force liability policy does not constitute a waiver of District's liability for all activities performed by District within the terms and scope of this Agreement. If MESD agrees to waive or modify liability coverage, the Contract and Risk Manager or a designee shall describe such waiver or modification in Attachment 2 (Alternative Insurance Amendment) and shall include a signature.
9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions or negligence of its own officers, employees or agents.
11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
12. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
13. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
14. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent,

modification or change shall be effective only in the specific instance and for the specific purpose given.

15. **Notices.** All notices or demands of any kind required or desired to be given by District or MESD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses listed below.

Multnomah Education Service District  
Department of School Health Services  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017  
503-257-1732

Reynolds School District  
Attn: Michelle Murer, Director, Student  
Services  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

**I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.**



\_\_\_\_\_  
Sam Breyer  
Superintendent

\_\_\_\_\_  
Reynolds School District Signer

\_\_\_\_\_  
November 30, 2016  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

EXHIBIT 1  
SCOPE OF WORK  
1-1 Nursing Services  
2 729 2130

**MESD shall:**

1. Provide the services of a Registered Nurse for District student, [REDACTED] for 179 days / 1472.75 total hours during the 2016-17 school year. Total days include 169 estimated student attendance days, plus paid holidays, in-service/training/prep days for the nurse, per the collective bargaining agreements (CBA).
  - The nurse is a licensed, autonomous professional who shall adhere to the scope and standards of the Oregon Nurse Practice Act to ensure the safety and well-being of the assigned student.
  - The nurse's primary responsibility is to the assigned student.
2. Make every effort to provide a substitute nurse, trained and oriented to this student, during the absence of the regularly-assigned nurse, in order to ensure student attendance.
3. Provide a nurse for as many days as needed during the 2016-2017 Extended School Year (ESY), per the student's Individualized Education Plan (IEP).
4. Provide supervision of the nursing practice by an MESD Department of School Health Services Nursing Supervisor.
5. Provide the nurse such training, equipment, policies, and procedures necessary for the effective performance of nursing services, including required documentation.
6. Provide evidence-based nursing care supported by the Oregon Nurse Practice Act for the health and safety of the student/patient.
7. Reduce costs to the District for revenue received for Medicaid-billable services to District student, A. Ward, minus 10% of that amount, which represents a program administration fee.

**District shall:**

1. Execute any agreements necessary for the sharing of student data from District's Student Information System for the purpose of nursing documentation, and provide on-site internet access.
2. Provide necessary, accurate documentation to validate Medicaid-billable services, including IEPs that clearly define the minutes per day of nursing service, and signed Parental Consent forms.
3. Provide supplies and equipment necessary, per the student's IEP and OSHA, to safely meet the needs of the student, including, but not limited to, lifting and transfer assistance.

4. Inform the nurse/student team of district/school emergency plans and include in drills.
5. Pay MESD \$71.82 per hour for the services of the Nurse, as follows:
  - a. On or about January 15, 2017, after receipt of an invoice, one half the total contract amount, less Medicaid revenue received.
  - b. On or about June 15, 2017, after receipt of an invoice, the contract balance, less Medicaid revenue received.
  - c. On or about September 15, 2017, after receipt of an invoice, the actual amount due, less Medicaid revenue received, for ESY, if applicable.

**Additional Terms:**

**Absences**

In the event of a scheduled or unscheduled extended absence (more than 10 consecutive school days) of the student, all concerned parties shall be notified immediately of the student's dates of absence and expected return date (see separate document, "MESD Nurse Absence Contact Protocol"). During the student's absence:

- District is responsible for payment for a minimum of 10 days nursing service, unless the nurse can be re-assigned during that 10-day period.
- District may choose to notify MESD of intent to terminate the contract, per the *Standard Terms and Conditions, Paragraph 3. Termination*
- MESD and District may agree to reassign the nurse within the district during the student's absence, if an assignment can be identified.
- MESD reserves the right to reassign nursing staff, as needed.

**Extended School Year / Extracurricular Activities**

1. This Agreement is dated August to August to allow for the inclusion of ESY services, if indicated for this student.
2. Services for ESY, if determined to be necessary, are not provided for in the cost of this Agreement.
3. District will advise MESD as early as possible of the ESY schedule for this student so that MESD can ensure a nurse is available.
4. Services for activities outside the regular school day are not provided for in this agreement. Such services may be negotiated separately, and at separate cost, based on staff availability.

## MESD Nurse Absence Contact Protocol

### Absence of 1-1 Nurse and/or 1-1 Student

- ✓ MESD / School Health Services personnel (503-257-1742) will notify the district representative of any absence of the regular 1-1 nurse or 1-1 student.
- ✓ For absence of the nurse, SHS will identify to the district the substitute nurse coming with the student.
- ✓ District will be notified in any case of an “extra” nurse (in training, for example) scheduled to be on campus with the regularly-assigned nurse.
- ✓ For absence of the student:
  - SHS will convey as much information as has been given regarding the nature and possible duration of the student’s absence.
  - SHS will advise the district if, and where, the nurse has been reassigned during the student’s absence.
  - SHS and the district will continue to share information as it is available regarding the student’s continued absence or return to school.

### District Contacts:

Centennial	Lori Silverman	503-762-3630	<a href="mailto:Lori_silverman@centennial.k12.or.us">Lori_silverman@centennial.k12.or.us</a>
Corbett	Desiree Chiu	503-261-4243	<a href="mailto:dchiu@corbett.k12.or.us">dchiu@corbett.k12.or.us</a>
David Douglas	Barbara Kienle	503-261-8207	<a href="mailto:Barbara_kienle@ddsd40.org">Barbara_kienle@ddsd40.org</a>
North Clackamas SD	Vivian Garrison	503-353-6126	<a href="mailto:garrisonvi@nclack.k12.or.us">garrisonvi@nclack.k12.or.us</a>
Oregon City	Tanja Bass	503-785-8400	<a href="mailto:tanja.bass@orecity.k12.or.us">tanja.bass@orecity.k12.or.us</a>
Oregon Trail	Ladine Marquardt	503-668-4949	<a href="mailto:Ladine.marquardt@ortrail.k12.or.us">Ladine.marquardt@ortrail.k12.or.us</a>
Parkrose	Kathy Keim-Robinson	503-408-2118	<a href="mailto:Kathy_keimrob@parkrose.k12.or.us">Kathy_keimrob@parkrose.k12.or.us</a>
Portland	Robin Malone	503-916-3297	<a href="mailto:rmalone@pps.net">rmalone@pps.net</a>
Reynolds	Michelle Murer	503-523-7426	<a href="mailto:mmurer@rsd7.net">mmurer@rsd7.net</a>
Riverdale	Paula Robinson	503-262-4844	<a href="mailto:probinson@riverdale.k12.or.us">probinson@riverdale.k12.or.us</a>

Please send updates to this list to Eileen Ellis: [eellis@mesd.k12.or.us](mailto:eellis@mesd.k12.or.us)



## Action Item

January 11, 2017

To: Board of Directors

From: Rachel Hopper, Chief Operations & Financial Officer

Through: Dr. Linda Florence, Superintendent

**Subject: Approval of 2016-2018 Intergovernmental Agreement with Willamette Education Service District (WESD)**

Date: January 6, 2017

---

### Summary:

The District receives ERATE processing services through the Willamette Education Services District (WESD).

The Agreement has been reviewed by legal and approved as to form and is now presented to the Board for review and approval, authorizing staff to sign the document.

### Attached is the following document:

- Intergovernmental Agreement with Willamette Education Service District

### Previous Board Action:

None specifically, however, the District has utilized the WESD services through a consortium with MESD in the past.

### Background:

This is a new process and the proposed agreement covers three ERATE funding years. The specific work to be purchased through the agreement will be the processing of ERATE applications and overseeing the ERATE procurement process in accordance with regulations and guidelines. Rates are based on a 10% of funding received as noted in the agreement.

### Financial Implications:

The agreement itself does not include a price. Each awarded project or service would be subject to the fee matrix proposed by WESD.

Payment is based on a percentage of committed funding for all applications prepared by WESD. The percentage is determined by the amount of the funding commitment and the location of the Client School District. Fee discounts are given at set funding levels.

	Rate
Commitment of \$0 - \$9,999	Flat Fee of \$1,000
Commitment of \$10,000 - \$49,999	10%
Commitment of \$50,000 - \$99,999	9%
Commitment of \$100,000 or More	8%

The actual cost to the Client SD cannot be determined until the Funding Commitment Decision Letter (FCDL) is received from USAC. Prior to receipt of the FCDL, the amount can be estimated based on the amounts listed in the Form 471 once it is completed. WESD will invoice for actual costs after receipt of the FCDL.

The 2017-18 ERATE Budget includes an appropriation to cover contracted fees.

**Staff Recommendation:**

Staff recommends the Board approve the 2016-18 Intergovernmental Agreement with Willamette Education Service District (WESD).

**Motion:**

I move the Board approve the 2016-18 Intergovernmental Agreement with Willamette Education Service District (WESD) for ERATE Services.



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**Motion:**

I move the Board approve the 2016-18 Intergovernmental Agreement with Willamette Education Service District (WESD) for ERATE Services.

# INTERGOVERNMENTAL AGREEMENT

Reynolds School District

and

WILLAMETTE EDUCATION SERVICE DISTRICT

THIS AGREEMENT is entered into and shall be effective on October 1<sup>st</sup>, 2016, by and between Reynolds School District and Willamette Education Service District (“WESD”).

## RECITALS

WHEREAS, Reynolds School District and WESD are units of local government, as that term is defined in ORS 190.003; and

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and states further that the agreement may provide for the performance of a function or activity:

1. By a consolidated department;
2. By jointly providing for administrative officers;
3. By means of facilities or equipment jointly constructed, owned, leased or operated;
4. By one of the parties for any other party;
5. By an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to, and acting on behalf of the units of local government that are parties to the agreement; or
6. By a combination of the methods described above; and

WHEREAS, ORS 190.020 requires the agreement to specify the functions or activities to be performed and by what means they shall be performed and, where applicable, the agreement shall provide for:

1. The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;
2. The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;
3. The transfer of personnel and the preservation of their employment benefits;
4. The transfer of possession of or title to real or personal property;
5. The term or duration of the agreement, which may be perpetual;
6. The rights of the parties to terminate the agreement; and

WHEREAS, concerning the effect of the agreement, ORS 190.030 states:

1. When an agreement under ORS 190.010 has been entered into, the unit of local government, consolidated department, intergovernmental entity or administrative officer designated therein to perform special functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested in law in each separate party to the agreement, its officers and agencies;
2. An officer designated in an agreement to perform specific duties, functions or activities or two or more public officers shall be considered to be holding only one office;
3. An elective office may not be terminated by an agreement under ORS 190.010; and

WHEREAS, **Reynolds School District** is in need of E-Rate preparation and management.

WHEREAS, **Reynolds School District** and WESD wish to enter into an agreement which provides **Reynolds School District** with E-Rate Services and WESD e-Rate Support; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

### A G R E E M E N T

1. Purpose of and Effective Date of Contract.
  - 1.1. The purpose of this Contract is to provide E-Rate preparation and management.
  - 1.2. This Contract becomes effective upon execution by both parties and shall commence on October 1<sup>st</sup>, 2016, and remains in effect until November 30<sup>th</sup>, 2018. Any renewals and/or changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties. If all deliverables are not completed by November 30, 2018, contract is automatically extended for 1 year unless client declines renewal by written notice.
  
2. Duties and Responsibilities of Client School District.
  - 2.1. Respond to all requests for information from WESD e-Rate Coordinator or USAC staff promptly. WESD is acting as an official agent of the above named school District and assumes all documentation received by above named school District is correct. WESD is not liable for fraudulent or delayed information and assumes no financial responsibility.
  - 2.2. Provide documentation, completed questionnaires, and other requested information for each phase of the e-Rate application at least 2 weeks (14 calendar days) prior to the applicable filing deadline as determined by the FCC for each phase of the application. If all requested information is not provided at least 2 weeks (14 calendar days) prior to the filing deadlines, WESD cannot guarantee timely filing of the e-Rate forms. This includes the information needed to complete the Item 21 attachments. Information received after the 2 week (14 calendar day) window will be processed in the order received. Note that while some forms do not have a specific deadline date, they must still be filed within a certain timeframe in relation to other forms. For the purposes of this agreement, the information required to complete the Form 470 must be received at least 6 weeks (42 calendar days) prior to the Form 471 filing deadline.
  - 2.3. Follow all e-Rate (FCC, USAC) rules regarding competitive bidding. Maintain documentation of RFP's, bidding practices and vendor bids for a period of 10 years after the service or contract is terminated.
  - 2.4. Send copies of all USAC documents to WESD within a period of 7 days of delivery. Failure to do so could endanger funding.
  - 2.5. Notify WESD of all vendor contracts and month to month services. Failure to do so could endanger funding.
  - 2.6. Notify WESD if **Reynolds School District** intends to modify contracts or month to month services in any fashion, PRIOR to modification, in order to ensure compliance with E-Rate rules.
  - 2.7. Follow all e-Rate (FCC, USAC) rules regarding receipt of gifts/considerations and document retention and CIPA compliance.
  - 2.8. PAYMENT Cost of services and payment information are provided in Appendix A. Hourly Rate shall be \$ NA (if applicable). The maximum total payment under this Contract including expenses is \$ NA.
  - 2.9. The District will be responsible for all charges for any technology vendor that is not discounted by E-Rate. If the E-Rate discount is rejected for any reason, no matter who is at fault, the District will be responsible for the full charge as billed by the vendor. Willamette ESD will not incur any charges on behalf of the District's technology services.
  
3. Duties and Responsibilities of WESD. Duties and responsibilities may include, but are not limited to:

- 3.1. WESD agrees to file all needed applications.
- 3.2. WESD agrees to mediate all problem resolution.
- 3.3. WESD agrees to complete the deliverables as follows:
  - 3.3.1. Filing of Year 19 Form 470
  - 3.3.2. Filing of Year 19 Form 471
  - 3.3.3. Completion of Year 19 PIA Review
  - 3.3.4. Filing of Year 19 Form 486 (if a funding commitment is secured)
  - 3.3.5. Filing of Year 19 Form 472 (if a funding commitment is secured)
  - 3.3.6. Completion of Year 19 Invoice Review (if a funding commitment is secured)
  - 3.3.7. Assistance with any appeals for Year 19
  - 3.3.8. Audit assistance for Funding Year 19 (if funding commitment is secured)
4. Term of the Agreement. The parties agree that this agreement shall be in effect from the date this agreement is signed until November 30, 2018. The parties may extend or renew this agreement for an additional one-year term, with all renewals or extensions agreed upon in writing.
5. Indemnification.
  - 5.1. **Reynolds School District** and WESD are each independent governmental agencies. Neither District nor WESD is an agent for one another. District and WESD shall not be responsible for any legal liability, loss, practice, damages, costs and expenses arising in favor of any person, account of personal injuries, death, property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this Intergovernmental Agreement.
  - 5.2. Both District and WESD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.
6. FERPA Re-Disclosure. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information. Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement, unless otherwise allowed by law.
7. Assignment. Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.
8. Compliance With Laws. During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.
9. Waiver. No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.
10. Contract Disputes. The parties agree that any disagreement regarding the interpretation, meaning or affect or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.
11. Termination or Suspension of Performance. This Intergovernmental Agreement may be terminated under the following conditions:

- 11.1. By mutual consent of both parties, by either party on 60 days' notice, in writing and delivered by certified mail or in person;
- 11.2. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;
- 11.3. The parties agree to promptly settle all accounts existing from work performed under this contract upon termination.
- 12. **Integration Clause.** The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.
- 13. **Modifications.** No modification of this agreement shall be binding upon the parties unless reduced to writing.

**Reynolds School District**

**eRate Contacts (2 contacts Required)**

Jeff Gibbs  
 \_\_\_\_\_  
*Name Primary Contact*

jgibbs@rsd7.net  
 \_\_\_\_\_  
*Email Phone*

\_\_\_\_\_  
*Name Secondary Contact*

\_\_\_\_\_  
*Email Phone*

Signed this \_\_\_\_\_ day of \_\_\_\_\_.  
**Reynolds School District**

Signed this \_\_\_\_\_ day of \_\_\_\_\_.  
**Willamette Education Service District**

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

By: \_\_\_\_\_  
 Michael Dunckel  
 Director of Business Services

APPENDIX A  
**COST OF SERVICES**

**e-Rate Consulting Services**

Payment is based on a percentage of committed funding for all applications prepared by WESD. The percentage is determined by the amount of the funding commitment and the location of the Client School District. Fee discounts are given at set funding levels.

	Rate
Commitment of \$0 - 9,999	Flat fee \$1000*
Commitment of \$10,000- 49,999	10%
Commitment of \$50,000 - 99,999	9%
Commitment of \$100,000 or more	8%

The actual cost to the Client SD cannot be determined until the Funding Commitment Decision Letter (FCDL) is received from USAC. Prior to receipt of the FCDL, the amount can be estimated based on the amounts listed in the Form 471 once it is completed. WESD will invoice Client for actual costs after receipt of the FCDL.

\*NOTE: There is a minimum charge for work done on small applications or applications that are denied by USAC.

## APPENDIX B

### DESCRIPTION OF DISTRICT RESPONSIBILITIES BY FORM

WESD staff will prepare and finalize the required e-Rate forms as per the terms of this contract. While WESD staff are knowledgeable about the rules and processes required to complete each application, there is information that can only be obtained from District staff. WESD has implemented online tools to reduce the burden on District staff as much as possible, and to make this data gathering process as streamlined as it can be.

#### Form 470

- Provide WESD with appropriate e-Rate Productivity Center (EPC) access
- Respond to all requests for information promptly
- Complete the WESD surveys by specified deadlines
- Prepare an e-Rate compliant Bid Selection Matrix to evaluate bids PRIOR to the filing of the Form 470
- Review the completed form 470 within the EPC system promptly upon request.
- Submit/certify the completed form 470 within the EPC OR request WESD submit/certify the completed form 470 on behalf of your district after you have reviewed and approved the form 470
- Perform a fair and open competitive bidding process
- Wait at least 28 days after the filing of the 470 form to evaluate bids and/or sign contracts and ensure that all local and state procurement rules are followed.
- Evaluate bids using an e-Rate compliant Bid Selection Matrix
- Ensure that all contracts are signed prior to 471 filing.

#### Form 471

- Ensure that all contracts are signed prior to 471 filing
- Complete the WESD surveys by specified deadlines
- Review the completed form 471 within the EPC system promptly upon request.
- Submit/certify the completed form 471 within the EPC OR request WESD submit/certify the completed form 471 on behalf of your district after you have reviewed and approved the form 471

#### PIA Review

- Provide WESD with documentation requested within required timeframes

#### Form 486

- Provide WESD with documentation requested within required timeframes

#### PIA 472

- Provide WESD with documentation requested within required timeframes

#### Invoice Review

- Provide the completed billing information spreadsheet and associated documents including at least one invoice copy, total vendor payments and calculated ineligibles for July 1st - June 30th no later than September 15th following the end of the funding year
- Provide additional invoice copies or supporting documents promptly upon request

#### Audit Assistance

- Provide WESD with documentation requested within required timeframes
- Follow all FCC rules related to e-Rate including CIPA compliance. Keep all e-Rate and procurement related documentation for at least 10 years after last date of service. This includes but is not limited to: signed copies of contracts, bids, bid matrices, invoices, and payment checks



## Action Item

### January 11, 2017

To: Board of Directors

From: Aaron Ferguson, Principal Reynolds Learning Academy

Through: Linda Florence, Superintendent

**Subject: RLA – Shakespeare Club Overnight Field Trip Request to Ashland, Oregon**

Date: April 13<sup>th</sup> – 16<sup>th</sup>

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#### **Summary:**

Please accept this proposal for a RLA West Shakespeare Club overnight trip to Ashland, Oregon to participate in several of the theatrical offerings of the Oregon Shakespeare Festival. Reynolds Learning Academy is proposing a weekend trip to Ashland to allow 14 students to participate in this unique opportunity April 13<sup>th</sup> to 16<sup>th</sup>, 2017.

Taking students to see plays at the Oregon Shakespeare Festival has intrinsic educational value. Students from The Reynolds Learning Academy (RLA) are often limited in their experiences with theater, travel and college. This trip will broaden their mindset, in addition to help them appreciate literature, storytelling and the work and effort required to bring a compelling literary work to life.

#### **Previous Board Action:**

This trip is similar to RLA West Shakespeare Club, Oregon Shakespeare Festival field trips proposed and approved by the board in the past.

#### **Background:**

The best education is experiential. Without the ability to see how classroom content thrives in the “real world” students are often left wondering, what’s the point? Sometimes, stepping out of their comfort zone enables students to realize that they have many options for their future,

and offers them a vision of possibilities they didn't know existed. This engagement will no doubt have educational benefits.

**Financial Implications:**

Estimated cost of trip \$ 6004.

**Budget**

**Note- funds for this trip are shared between Reynold's Learning Academy and funds from the CRAIG Grant donated to RLA West**

- Total cost to Oregon Shakespeare Festival: \$2718.00  
\$2208.00 for play tickets  
\$280.00 for three prologues  
\$210.00 for multi-media tour for students  
\$20.00 handling fee
  
- Transportation Cost: \$786.00  
[\$1.31 per mile x 600 miles roundtrip]
  
- Approximate total to RLA: \$ 3504.00  
-not including staff reimbursement
  
- Food Cost: \$700.00
  
- Lodging at Ashland Hostel \$1,800.00 (approx.)
  
- Approximate total to CRAIG Grant: \$2500.00

**Staff Recommendation:**

On behalf of the RLA Staff, we request the proposal for approval is made for the RLA West Shakespeare Club overnight trip to the Oregon Shakespeare Festival in Ashland, OR.

**Motion:**

I move to approve the RLA Shakespeare Club Overnight Field Trip request, as presented.



Reynolds Learning Academy

## Oregon Shakespeare Festival Trip Proposal

April 13-16, 2017

### Educational Benefits:

Taking students to see four plays at the Oregon Shakespeare Festival has intrinsic educational value. Students who attend Reynolds Learning Academy are often limited in their previous experiences with theater, travel and college. This trip aims to broaden their mindset concerning these three, in addition to help them simply appreciate literature. Seeing a play performed live can really change a student's relationship with the work.

The best education is experiential. Without the ability to see how classroom content thrives in the "real world" students are often left wondering, what's the point? Sometimes, stepping out of their comfort zone enables students to realize that they have many options for their future, and offers them a vision of possibilities they didn't know existed. This engagement will no doubt have educational benefits.

### Planned Activities:

- The plays: *Shakespeare in Love*, *Mojada: A Medea in Los Angeles*, *Cesar*, and *Hannah and the Dread Gazebo*. Any time high school students see a work of literature or world premiere play performed, there is an added depth of understanding to its meaning. Again, just viewing plays will help students move toward mastering certain reading and literature standards. Attached are descriptions of the productions of these plays.
- *Prologues to the plays*- Prologues are interactive workshops. Students participate. They build background knowledge on characters and plot of the play, in addition to emphasizing the themes and central ideas to a particular work. They are perfectly aligned to a number of reading and literature standards.

- *Oregon Shakespeare Festival Multimedia Student Tour*- This tour reveals “the show behind the show” and what it takes to produce a play. Students will see and tour the theaters and learn from actors themselves about what goes on behind the scenes in this production company. They can ask questions and explore the idea of what it would be like to pursue careers related to this kind of work.
- *Southern Oregon University*- Touring the campus of SOU will be the first time most students have ever visited a college campus. Our goal, of course, is to make sure that students carefully consider their options upon graduation. Many students do not even have a vision of what campus life is like at four-year colleges. Knowing that they have the ability to attend a school like SOU, or any other college, is crucial.
- Opportunity to earn .25 Language Arts or elective credit will be offered to students who need it. Oregon Shakespeare Festival provides curriculum, which will be tailored to suit the needs of an individual student.

**Students and Travel**

- We are taking a total of 12-14 students and 2-4 staff members, breakdown of male and female not yet determined.
- We will leave the afternoon of Thursday, April 13<sup>th</sup> and return on Sunday, April 16<sup>th</sup>.
- District Vehicles 202 or 212 (fourteen passenger van) Rose Sandy, MYC Coordinator and Crew Leader and district-approved driver, or Will Sappenfield, will drive the bus.
- Our itinerary and safety plan are attached.
- A copy of each student’s permission slip will be left with Aaron Ferguson, and we will be sure that our contact numbers are available to parents and guardians. Schedules will be provided to families.

**Budget**

**Note- funds for this trip are shared between Reynold’s Learning Academy and funds from the CRAIG Grant donated to RLA West**

- Total cost to Oregon Shakespeare Festival: \$2718.00  
 \$2208.00 for play tickets  
 \$280.00 for three prologues  
 \$210.00 for multi-media tour for students  
 \$20.00 handling fee
- Transportation Cost: \$786.00  
 [\$1.31 per mile x 600 miles roundtrip]
- Approximate total to RLA: \$ 3504.00  
 -not including staff reimbursement

- Food Cost: \$700.00
- Lodging at Ashland Hostel \$1,800.00 (approx.)
- Approximate total to CRAIG Grant: \$2500.00

Thank you for taking the time to read over the material and please feel free to contact me for more information: [ggioffre@rsd7.net](mailto:ggioffre@rsd7.net)

District extension 3604

Cell phone: 503-257-4009

## **Safety Guidelines** for RLA Oregon Shakespeare Festival Trip

April 13-16, 2017

### General Info:

- Permission slips with contact information and allergy information will be with chaperones on trip, copies will also be left at school
- A detailed itinerary will be given to parents and guardians, including contact numbers and web sites for information
- We will take 12-14 students. We will try to have an even split of boys to girls. 1 to 7 staff to student ratio
- Chaperones: Giovanna Gioffre, Language Arts Teacher and contact for the OSF and Ashland Hostel; Shannon McCarl, Language Arts Teacher, Rose Sandy, MYC Crew Leader (district certified driver) or Will Sappenfield, (district certified driver)
- Lodging: The Ashland Hostel separates boys from girls- they are on different floors with different facilities. Male / female chaperones stay on the respective floors with students. Girls are upstairs and boys are downstairs (basement). Main floor with kitchen is in between.
- First Aid Kits will be on bus and are available at Ashland Hostel, staff will keep any medications for students.
- If there is a medical emergency, student will be taken directly to closest Hospital (Ashland Community Hospital, 280 Maple Street, Ashland, OR)
- Note: The district must provide a copy of (or proof of) insurance policy to Ashland Hostel

*Reynolds Learning Academy- Oregon Shakespeare Festival  
April 13<sup>th</sup>-16<sup>th</sup>, 2017*

*ITINERARY*

*Schedule:*

*Thursday, April 13<sup>th</sup>:*

11:00 am: Leave RLA  
5:00 pm: Arrive in Ashland, check into Hostel, unload and unpack  
6:30 pm: Dinner (location TBA)  
8:00 pm: Mandatory meeting at hostel, preview for next day, group activity  
10:00 pm: Get ready for bed  
11:00 pm: Lights out!

*Friday, April 14<sup>th</sup>:*

8:00 am: Breakfast at Hostel  
11:30 am: Lunch at hostel  
12:00 pm: **Ready to leave hostel**  
12:30 pm: **Prologue for Shakespeare in Love** (meet in front of Thomas Theater)  
1:30 pm: **Shakespeare in Love at the Bowmer Theater**  
5:00 pm: Dinner- Martolli's Pizza  
6:15 pm: **Prologue for Mojada: A Medea in Los Angeles** (meet in front of Thomas Theater)  
7:45 pm: Meet in front of Bowmer Theater  
8:00 pm: **Mojada: A Medea in Los Angeles at The Bowmer** 10:00  
10:30 pm: Back at Hostel, get ready for bed  
11:00 pm: Lights Out!

*Saturday, April 16<sup>th</sup>:*

9:00 am: Breakfast at Hostel  
10:00 am: Tour of Southern Oregon University  
12:00 pm: Lunch at hostel  
1:00 pm: **Ready to leave hostel**  
1:30 pm: **Cesar at Bowman Theater- pending order**  
5:00 pm: Dinner at the Hostel  
6:45 pm: **Ready to leave hostel**  
7:00 pm: Prologue for **Hannah and the Dread Gazebo** (meet in front of Thomas Theater)  
8:00 pm: **Hannah and the Dread Gazebo at Thomas Theater**  
10:30 pm: Back at Hostel, get ready for bed  
11:00 pm: Lights Out!

*Sunday, April 17<sup>th</sup>:*

8:00 am: Breakfast at Hostel, pack, clean and load bus  
9:45 am: **READY to LEAVE- hostel- ON THE BUS**  
10:00 am: **Multimedia tour for students**  
12:00 pm: lunch in park; load up for drive home  
5:00 pm: Arrive at RLA

**Important Information:**

Food will be provided for participants. Group leaders and students will plan dinners. Students are welcome to bring some of their own food and snacks.

**What to Bring:**

**Please bring your own bedding (sleeping bags) and towels!** Everyone needs to bring their personal toiletries: toothbrush, toothpaste, deodorant, soap, shampoo, etc. The Oregon Shakespeare Festival is a world renowned theater company, students should plan to dress appropriately for the plays- no ripped jeans or T-shirts please. You will be walking to and from hostel and plays- rain or shine- so have comfortable clothes and shoes and **please bring a water bottle!!**

Please visit the following websites for more info:

<http://www.osfashland.org/> <http://www.theashlandhostel.com/> <http://www.sou.edu/>

**RLA Oregon Shakespeare Festival, 2017**

**Important Facts:**

- We leave at **11:00 am on Thursday, April 13<sup>th</sup>- THIS is the last day of third quarter**
- Be prepared to follow all staff directions- **INCLUDING ASHLAND HOSTEL and OSF STAFF DIRECTIONS!!**
- You will be sharing space with classmates and the general public, so please be thoughtful and courteous with each other- i.e. remember your manners. **NO FOUL LANGUAGE PLEASE**

Should your parents need to contact you they can call staff cell phones or Ashland Hostel:

503-257-4009 – Giovanna Gioffre                      Shannon McCarl- 503-756-9503  
541-482-9217- Ashland Hostel

**EMERGENCIES ONLY!! Thank you**

**You will not be available during the times of prologues or plays, please understand that before signing up for this trip.**

***Any illegal or inappropriate behavior will have serious consequences- i.e. your parent will have to pick you up in Ashland and a meeting with Aaron Ferguson, pending a possible expulsion, will be scheduled.***





## Action Item

TBD

To: Board of Directors

From: Dan Kimbrow Principal at Lee Middle School

Through: Linda Florence, Superintendent

**Subject: AVID/Outward Bound Lee Middle School Field Trip**

Date: Spring 2017, TBD

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### Summary:

Leadership, Integrity, Compassion and Self-reliance are the core values which AVID students from H.B. Lee will learn on this Outward Bound adventure which includes hiking, rock climbing, and teambuilding at Smith Rock State Park.

### Previous Board Action:

Last year, the same field trip was approved.

### Background:

Through our partnership with Outward Bound, we hope to offer our AVID students this opportunity for the second consecutive year.

### Financial Implications:

The only cost to the school district is for transportation of our students. This will be paid using a combination of Miller Grant Funds and donations. Students are not asked to contribute.

### Staff Recommendation:

As principal I fully support this field trip. The experience is socially and emotionally beneficial to RSD students.

### Motion:

I move to approve the AVID/Outward Bound Field Trip as presented.

Reynolds School District  
Purpose of Trip

1. Itinerary:

Day 1 Course Start: Arrive at 11:00am, gear issue, goals, roles & expectations, teambuilding, hiking and rock climbing.  
Students will cook and camp overnight at the bivi site at Smith Rock State Park.

Day 2 Early morning quiet time and nature walk.  
Hike to climbing and rappelling site.  
De-issue and course end ceremonies.  
Depart for Portland at 4 p.m.

2. The objectives of the trip are for students to:

- Gain practical human and leadership skills that will increase their ability to effectively communicate with other classmates, teachers and members of their communities.
- Gain skills and awareness in self-reliance by learning how to take care of themselves in an unfamiliar setting.
- Better appreciate the world around them by experiencing and discovering a beautiful and new place.
- Gain an awareness of their comfort zones and be able to push themselves to new limits.

AVID is a program dedicated to encouraging students to push their limits and extend their experiences by stepping outside of their comfort zones. The objectives of this trip relate directly to the objectives of the AVID program.

3. The activities on this trip will give students the opportunity to learn four important Outward Bound Core Values: Leadership, Integrity, Compassion, and Self-reliance. They will also learn practical skills like camping in the wilderness, climbing rocks, and working together around a campsite. They will have the opportunity to gain an appreciation for the natural world, as well as learn about how the rocks were formed.
4. The students and their supervisor will miss two days of school, both Thursday and Friday. It will have no impact on any other programs.
5. The cost of the trip to the district is only the cost of transportation. Outward Bound is providing everything else free of charge.

6. Our required method of transportation is a school bus.
7. To ensure maximum safety for students, the classroom teacher, Mrs. El Youssef, will be in attendance. Also in attendance will be the lead Outward Bound course instructor, 8 adult instructors in training, and at least 8 more Outward Bound staff present for support.

With so many Outward Bound staff present, the staff to student ratio is 1:1 at camp, and 1:3 while on course.

1. The purpose of this trip is for AVID students to experience nature, independence, and stepping outside of their comfort zone to push their own personal limits.
2. Rosemarie El Youssef, H.B. Lee Middle School AVID teacher is directly responsible for students.

Mike Armstrong, Outward Bound Instructor is responsible for overseeing the other O.B. Instructors on the course.

3. No school equipment will be used.
4. We will be camping on site.
5. We will not require Student Travel Insurance.
6. 20 students and 1 supervisor (school employee)
7. I will distribute the district approved field trip permission slip for parents to complete and sign. Additionally, I will distribute the necessary Outward Bound documents for their information and approval.



## Board Action

January 11, 2017

To: Board of Directors

From: Linda Florence  
Superintendent

**Subject: School Board Policies Review and Adoption Process – First Reading**

Date: January 6, 2017

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### **Summary:**

Maintaining effective, clearly-written policy is the board's foremost responsibility. Reynolds School District subscribes to Oregon School Boards Association Policy Updates. OSBA's services include comprehensive policy drafting and maintenance that meet legal requirements and Reynolds School District's specific needs. The board may adopt policies after a second reading; or if further revisions are required, the board can adopt after a third a reading. On occasion, a policy may be adopted after a first reading. I am requesting that Policy **GCBDD/GDBDD** is adopted tonight so the district is in compliance with state law, set in Senate Bill 454, on Sick Time.

### **Background:**

Throughout the school year, OSBA provides updated school board policies to be reviewed. The board typically adopts policies and reviews AR's. This new policy applies to only those employees who are not currently covered by another agreement, which, at this time, will primarily include custodial substitutes, nutrition services substitutes, interpreters, tutors, and student workers.

This OSBA policy has been vetted by our attorney so it is consistent with law and the REA and OSEA contracts.

### **Financial Implications:**

For both new policies and policy updates, the cost is under \$500 a year.

### **Staff Recommendation:**

I am requesting that the Board adopt this policy after a first reading.

### **School Board Action**

I move to adopt Policy GCBDD/GDBDD as presented.



## Sick Time\*

### General Provisions

“Employee” means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

**The district shall provide sick time to employees in accordance with Oregon law. Consistent with ORS 653.641, the district shall not deny, interfere with, restrain or fail to pay for sick time to which an employee is entitled, or retaliate against an employee as a result of the employee’s lawful use of sick time.**

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

### Non-represented/Non-contracted Employees

**The following provisions shall apply only to those employees who are not covered by a collective bargaining agreement, group handbook/agreement or individual contract that provides for paid time off in a manner that is substantially equivalent to the benefits set forth in ORS 653.601 to 653.661.**

~~†A~~ ~~The~~ district employing 10 or more employees shall allow an eligible employee to **earn** access up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

~~The employee may carry~~ Up to 40 hours of ~~unused~~ **accrued** sick time ~~from one year~~ **may be carried over** to the subsequent year, with a usage limit of 40 hours per **fiscal** year. Sick time shall be taken in minimum **of one-hour** increments and may be used for the employee’s or a family member’s<sup>1</sup> mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

~~The use of sick time may not lead to, or result in, an adverse employment action against the employee.~~

The district reserves the right after five consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

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<sup>1</sup>“Family member” is defined by the Oregon Family Leave Act (OFLA).

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district ~~may~~ **will** require the employee to provide advance notice of their intention to use sick time within 10 days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, in-service training, and mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district at least 12 hours in advance or as soon as practicable.

**Unused sick time is forfeited upon termination, is not transferrable to other school districts and is not reportable to PERS. For accounting purposes, the district's leave year will match the fiscal year (July 1 through June 30).**

The district shall establish a standard process to track the eligibility for sick time of a ~~substitute~~ **non-represented/non-contracted employees.**

END OF POLICY

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**Legal Reference(s):**

[ORS 332.507](#)  
[ORS 342.545](#)

[ORS 342.610](#)  
[ORS 659A.150](#) to -659A.186

SB 454 (2015)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).  
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2006).  
Americans with Disabilities Act Amendments Act of 2008.



## **Board Discussion**

January 11, 2017

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### **Summary:**

Members of the Reynolds School Board will communicate ideas or requests for presenters at upcoming board meetings, agenda setting or requests for reports.