



*EACH AND EVERY CHILD PREPARED  
FOR A WORLD YET TO BE IMAGINED*

**Reynolds School District  
Board of Education Regular**

September 23, 2020

7:00 PM

Virtual Meeting

I. **6:00p - Executive Session**

**2**



To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Executive Session**  
Policy: [Executive Session - BDC](#)  
Date: September 23, 2020

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

- Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(a) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Call to Order and Land Use Acknowledgement**

Policy: [Board Meetings BD/BDA](#)  
[Conduct of Board Meetings BDDF](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

- a. Call to Order
- b. Land Use Acknowledgement
- c. Approval of the August 26, 2020 Agenda

On March 17, Governor Kate Brown temporarily suspended public gatherings in response to the COVID-19 pandemic. Because of this order, Reynolds School District Board Meetings will be virtual until further notice.

Although members of the board are not gathered in a central, physical location, we do have a quorum present at this meeting by video-conferencing.

Meeting procedures will adhere to Board policy to the extent that is practical in this setting. All public comments will be submitted in written form. They will be given to Board members for review and will be posted online for public access.

A recording of this meeting will be made available to the public. We apologize for any unforeseeable difficulties and ask for your patience as we navigate these unprecedented conditions.

**Land Acknowledgement**

We will open tonight's meeting by acknowledging the traditional Indigenous inhabitants of this land. The purpose of these statements is to show respect for indigenous peoples and recognize

their enduring relationship to the land. Practicing acknowledgment can also raise awareness about histories that are often suppressed or forgotten.

**Motion:**

I move to approve the September 23, 2020 agenda as presented.

# Land Use Acknowledgment & Guidelines



*Approved and Adopted on May 27, 2020*

Reynolds School District expresses our gratitude and appreciation to traditional village sites of the Multnomah, Kathlamet, Clackamas, bands of Chinook, Tualatin, Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, and which is now home to a vibrant native community representing over 400 different tribal nations.

We believe that it is our responsibility as a school district to educate our students, staff and families about the true history of colonialism and the continued need to address colonialism today. This land acknowledgement will encourage our community to reflect upon the land we are standing on and engage in conversations centered in honoring the land.

Land acknowledgments will take place in conjunction with the Pledge of Allegiance, which will be recited after the Land Use Acknowledgement, during the following times:

- School Board meetings
- District-wide community meetings
- School assemblies
- Athletic Competitions
- Parent and community school evening events

## Land Use Acknowledgment

We respectfully acknowledge that the land on which we are gathering today is the traditional homeland of a diverse array of indigenous tribes and bands. Multnomah County rests on traditional village sites of the Multnomah, Wasco, Cowlitz, Kathlamet, Clackamas, Bands of Chinook, Tualatin, Kalapuya, Molalla, and many other tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area. Multnomah County is now home to a vibrant indigenous community representing over 400 different tribal nations.

We recognize Indigenous peoples as the traditional stewards of this land and acknowledge the enduring relationship between the land and the people since time immemorial. We make this acknowledgement to open a space of recognition, inclusion, and respect for our sovereign tribal partners and all indigenous students, families, and staff in our community.

- A. Land Acknowledgement
- B. Consider Approval of the September 23, 2020 Agenda

V. **7:10p - Board Recognition**

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## Board Recognition

From: Reynolds School Board of Directors

Prepared by: Stephanie Field, Director of Communications & Community Relations  
Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

**Subject: Resolutions Read to the Public**

Policy: [IKAAA/GCCB/GDCB - District Equity Policy](#)

Date: September 23, 2020

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### Connection to Board Goals

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

### **Summary:**

The Reynolds School District School Board would like to read the following proposed Resolutions at this time:

- A. Resolution #2020-2021-004 Proclaiming the Second Monday of October as Indigenous Peoples' Day
- B. Resolution #2020-2021-005 Proclaiming the Celebration of National Principals Month
- C. Resolution #2020-2021-006 Proclaiming the Celebration of National Bullying Prevention Month and LGBTQ+ History Month
- D. Resolution #2020-2021-007 Proclaiming the Celebration of National School Lunch Week

The Board will take action on resolutions later in the Consent Agenda.



**RESOLUTION #2020-2021-004**

**PROCLAIMING THE SECOND MONDAY OF OCTOBER  
AS INDIGENOUS PEOPLES' DAY**

**WHEREAS**, the Reynolds School Board of Education (“Board”), recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

**WHEREAS**, the Board values the many contributions made to our community through Indigenous Peoples’ knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has substantially shaped our district; and

**WHEREAS**, the Board has established that each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community; and

**WHEREAS**, the Board recognizes the fact that the Reynolds School District is built upon the homelands, villages, and traditional use areas of the Multnomah and Clackamas Chinookan of this region, without whom the building of the District would not be possible; and

**WHEREAS**, The Reynolds School District (“District’), through its Equity Policy, is committed to creating welcoming school environments and recognizing diversity and appreciation of culture, class, language, ethnicity, and other differences; and

**WHEREAS**, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

**WHEREAS**, the idea of Indigenous Peoples’ Day was first proposed in 1977 by a delegation of Native Nations to the United Nations; and

**WHEREAS**, the Oregon American Indian/Alaska Native State Plan mandates that the public schools of our District teach about the history, culture, contemporary lives, and governments of the Indigenous peoples of the Americas, with special emphasis on those from Oregon and across the Pacific Northwest.

**NOW, THEREFORE, BE IT RESOLVED** that the Reynolds School Board of Directors proclaims every second Monday of October as Indigenous Peoples’ Day. The District shall encourage staff to utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of the Indigenous Peoples of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples

elsewhere. Appropriate District calendars and websites shall reference the second Monday of October as Indigenous Peoples' Day.

The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

Adopted this 23<sup>rd</sup> day of September 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk



**RESOLUTION #2020-2021-005**

**PROCLAIMING THE CELEBRATION OF  
NATIONAL PRINCIPALS MONTH**

**WHEREAS**, the Reynolds School Board has declared the month of October 2020 as "National Principals Month" in coordination with the efforts of the National Association of Elementary School Principals, the American Federation of School Administrators, and the National Association of Secondary School Principals, working with the U.S. Congress, to designate "National Principals Month" and resolutions thereof;

**WHEREAS**, the vision, dedication, and determination of a principal provides the mobilizing force behind any school reform effort;

**WHEREAS**, principals are expected to be educational visionaries, instructional leaders, assessment experts, disciplinarians, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people, the most valuable resource;

**WHEREAS**, principals will play a vital role in the successful implementation of the Every Student Succeeds Act (ESSA);

**WHEREAS**, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence;

**WHEREAS**, the Reynolds School Board honors such exemplary elementary and middle level public, private, and independent school leaders committed to serving students from prekindergarten to grade eight (pre-K-8) in their profession;

**WHEREAS**, the Reynolds School Board recognizes outstanding middle level and high school principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

**WHEREAS**, to honor and recognize the contribution of all school principals and assistant principals at all grade levels to the success of students in Oregon elementary and secondary schools, and to encourage residents of Oregon to observe "National Principals Month" with appropriate ceremonies and activities that promote awareness of school leadership's role in ensuring that every child has access to a high-quality education.

**NOW, THEREFORE, BE IT RESOLVED** that in honor of the service of all elementary, middle level, and high school principals, and to recognize the importance of their school

leadership so that every child has access to a high-quality education, and to celebrate school leader accomplishments, the month of October 2020 is hereby designated in Oregon to be "National Principals Month."

Adopted this 23<sup>rd</sup> day of September

2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk



## RESOLUTION #2020-2021-005

### CELEBRACIÓN NACIONAL DEL MES DEL DIRECTOR

**Teniendo en cuenta que** la Junta Directiva de Reynolds ha declarado el mes de octubre de 2020 como “Celebración nacional del mes del director” en coordinación con los esfuerzos de la Asociación nacional de Directores de escuelas primarias, la Federación americana de administradores educativos y la Asociación nacional de Directores de escuelas secundarias, de trabajar con el Congreso de los Estados Unidos para designar la “Celebración nacional del mes del Director” y las resoluciones de las mismas;

**Teniendo en cuenta que** la visión, la dedicación y la determinación de un Director ofrece la fuerza movilizadora detrás de cualquier esfuerzo de reforma escolar;

**Teniendo en cuenta que** se espera que los directores sean visionarios educativos, líderes educativos, expertos en evaluaciones, personas que imponen disciplina, creadores de comunidad, expertos en relaciones públicas, analistas de presupuestos, gerentes de edificios, administradores de programas especiales y guardianes de varios mandatos e iniciativas legales, contractuales y reglamentos, además de confiárseles la educación y desarrollo de los jóvenes, el recurso más valioso;

**Teniendo en cuenta que** los directores juegan un papel vital en la implementación exitosa de la ley Every Student Succeeds Act (ESSA) (Todos los estudiantes tiene éxito);

**Teniendo en cuenta que** los directores establecen el tono académico para sus escuelas y trabajan de forma colaborativa con los maestros para desarrollar y mantener altos estándares del currículo, para desarrollar declaraciones de objetivos y establecen objetivos de rendimiento y objetivos para que la escuela alcance la excelencia educativa;

**Teniendo en cuenta que** la Junta Directiva de Reynolds honra a estos líderes ejemplares a nivel de las escuelas primarias y secundarias públicas, privadas e independientes, que están comprometidos a servir a los estudiantes desde el grado pre-kindergarten hasta 8º (pre-K–8) en su profesión;

**Teniendo en cuenta que** la Junta Directiva de Reynolds reconoce el trabajo sobresaliente de esos directores a nivel secundario y de la escuela preparatoria que han tenido éxito en ofrecer oportunidades de aprendizaje de alto nivel a los estudiantes además de sus contribuciones ejemplares a la profesión;

**Teniendo en cuenta que** para honrar y reconocer las contribuciones que todos los directores de las escuelas y los asistentes de director en todos los grados han tenido en el éxito de los estudiantes en las escuelas primarias y secundarias de Oregón; y para animar a los residentes de Oregón a que observen la “Celebración nacional del mes del director” a través de las ceremonias y actividades apropiadas que promueven el reconocimiento de su papel de liderazgo en las escuelas asegurándose de que todos los niños tienen acceso a una educación de alta calidad.

**Se resuelve que** - En honor al servicio de todos los directores de las escuelas primarias, secundarias y preparatorias, y para que se reconozca la importancia de su liderazgo en las escuelas, para que cada niño tenga acceso a una educación de alta calidad, y para celebrar los logros de los líderes escolares, se designa por tanto en Oregón, el mes de octubre del 2020, como la “Celebración nacional del mes del Director”

Esto es adoptado el 23 de septiembre del 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk



**RESOLUTION #2020-2021-006**

**RESOLUTION PROCLAIMING THE CELEBRATION OF  
NATIONAL BULLYING PREVENTION MONTH  
AND LGBTQ+ HISTORY MONTH**

**WHEREAS**, the Reynolds School District models, advocates and promotes the safe and respectful treatment of all our members;

**WHEREAS**, the month of October is recognized as National Bullying Prevention Month and LGBTQ+ History Month;

**WHEREAS**, October 11th is recognized as National Coming Out Day, and this will be the 30th celebration of the day that promotes a safe world for lesbian, gay, bisexual, transgender and questioning (LGBTQ) individuals and their allies to live truthfully and openly;

**WHEREAS**, National Coming Out Day was founded 32 years ago by Robert Eichberg and Jean O’Leary who envisioned a world where LGBTQ+ people could live truthfully and openly. They believed that honest and genuine relationships would undermine the pervasive prejudice about LGBTQ+ concerns. Thirty-two years later, that vision still holds true;

**WHEREAS**, LGBTQ+ students who can identify an out LGBTQ+ school staff or adult ally report a dramatic increase in feeling safe overall at their school;

**WHEREAS**, almost 25% of students either have an LGBTQ+ family member or identify as LGBTQ+ themselves;

**WHEREAS**, sexual orientation and gender-expression-biased bullying is among the most common forms of harassment in schools;

**WHEREAS**, school-dropout rates for LGBTQ+ students is up to triple the national rate of non-LGBTQ+ students, due to peer harassment and bullying;

**WHEREAS**, tragically, youth identifying as LGBTQ+ are overrepresented in the populations of youth experiencing homelessness, youth who are the victims of bullying, and youth who have attempted or died as a result of suicide;

**WHEREAS**, we strive to ensure that the District is a consistently safe and affirming space for all students and their families; and

**WHEREAS**, we affirm our commitment to a safe and affirming space by recognizing National Coming Out Day, LGBTQ+ History Month, and National Bullying Prevention Month;

**NOW, THEREFORE, BE IT RESOLVED** that the Board encourages all schools to incorporate lessons on the LGBTQ+ community in instruction and hold other commemorative activities in honor of Pride Month in June and LGBTQ+ History Month in October 2020,

**BE IT FURTHER RESOLVED**, that by recognizing October as LGBTQ+ History Month and National Bullying Prevention Month and October 11th as National Coming Out Day, we the Governing Board of the Reynolds School District support policies, practices and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, and questioning staff, students and their families.

Adopted this 23<sup>rd</sup> day of September 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk



**RESOLUTION #2020-2021-007**

**PROCLAIMING THE CELEBRATION OF NATIONAL  
SCHOOL LUNCH WEEK AND OREGON SCHOOL LUNCH WEEK**

**WHEREAS**, in 1946, then-President Harry Truman signed the National School Lunch Act;

**WHEREAS**, the National School Lunch Program is now the largest federal child nutrition program;

**WHEREAS**, on October 9, 1962, Congress, by joint resolution, designated the week beginning the second Sunday in October each year as “National School Lunch Week”;

**WHEREAS**, October 12-16, 2020 is designated National School Lunch Week;

**WHEREAS**, approximately 30 million students nationwide are served daily meals through the National School Lunch Program;

**WHEREAS**, 95% of students nationwide are enrolled in schools participating in the National School Lunch Program;

**WHEREAS**, the National School Lunch Program is dedicated to the health and well-being of our nation’s children and has served our country for more than 60 years through advanced practices and nutrition education;

**WHEREAS**, The Oregon School Boards Association and the Oregon Department of Education have established the second week of April as Oregon School Lunch Week to celebrate this vital part of students’ day; and

**WHEREAS**, the nutrition staff across the Reynolds School District serve approximately 3,331 breakfasts and 6,101 lunches each day;

**WHEREAS**, every Reynolds School District student enrolled in 12 schools receive breakfast and lunch at no cost under the Community Eligibility Provision (CEP) meal service through the National School Lunch Program;

**WHEREAS**, approximately 59% of Reynolds School District students qualify for free or reduced meals through the National School Lunch Program;

**WHEREAS**, the Reynolds School District celebrates and recognizes events and activities promoting the benefits of the National School Lunch Program;

**NOW, THEREFORE, BE IT RESOLVED** that the Reynolds School District publicly thanks the Nutrition Services managers and the staff at each school for providing an excellent School Nutrition program for our school district.

**BE IT FURTHER RESOLVED** that the Reynolds School District Board of Education proclaims the district will celebrate National School Lunch Week from October 12-16, 2020 and Oregon School Lunch Week from April 5-9, 2021.

Adopted this 23<sup>rd</sup> day of September 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

\_\_\_\_\_  
Superintendent/Clerk

- A. Resolution 2020-2021-004 Proclaiming the Second Monday of October as Indigenous Peoples' Day
- B. Resolution 2020-2021-005 Proclaiming the Celebration of National Principals Month
- C. Resolution 2020-2021-006 Proclaiming the Celebration of National Bullying Prevention Month and LGBTQ+ History Month
- D. Resolution 2020-2021-007 Proclaiming the Celebration of National School Lunch Week

VII. **7:20p - Public to be Heard**

**20**

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Public to be Heard**

Policy: [Public to be Heard - BDDH](#)  
[Public Comment at Board Meetings - BDDH-AR](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

Members of the public will address the Board with comments and the Board will listen only. The Board may choose not to address a request if it does not fall within the scope of Board Governance. Oregon law prohibits the Board from discussing specific employees or their job performance.

Those wishing to speak must complete a Public Comment Form on the RSD website between Friday at 5p and Monday at 5p, before the meeting.

Public comment will be limited to the first 7 forms turned in. All other submissions will be given to the Board as written comment.

Those providing spoken comment will be moved from attendee to panelists during the Public Comment portion of the agenda. Each speaker will have 3 minutes. There will be a timer on the screen, giving them warnings when they have 1 minute left and again at 30 seconds left.



To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Bargaining Group Updates**

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

Each Bargaining Group, Reynolds Education Association (REA), Oregon School Employees Association, Chapter 37 (OSEA), and Reynolds Administrative Group (RAA) will provide the Board of Directors with updates.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

XI. **7:55p - Presentation to the Board**

- A. Resolution 2020-2021-008 Authorizing the Issuance and Negotiated Sale of a Full Faith and Credit Agreement; Designating an Authorized Representative; Authorizing the Execution and Delivery of a Financing Agreement; and Related Matters

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To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Christina Weinard, Director of Financial Services

**Subject: Resolution 2020-2021-008: A Resolution of Reynolds School District No. 7, Multnomah County, Oregon Authorizing the Issuance and Negotiated Sale of a Full Faith and Credit Agreement; Designating an Authorized Representative; Authorizing the Execution and Delivery of a Financing Agreement and Related Matters**

Policy: [Capital Construction Program – FC](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals:**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:**

We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The Board will hear a presentation from Piper Sandler & Co. regarding the option to refund our Full Faith and Credit Refunding Obligations, Series 2010, and to finance the purchase of buses and related cost. This will include a review of the 2020 Authorizing Resolution 2020-2021-008 for the Full Faith and Credit Agreement.

Please refer to the following attachments:

- 1 Reynolds SD – 2020 FFC and Ref – Authorizing Resolution

**Previous Board Action:**

- February 2010 – the Board Adopted Full Faith and Credit Refunding Obligation Resolution 2009-2010-005
- May 2020 – the Board accepted the Environmental Protection Agency (EPA) 2019 Diesel Emission Reduction Act (DERA) School Bus Rebate, and the Portland General Electric (PGE) 2020 Electric School Bus Grant

- August 2020 – the Board approved the authorization for purchase of school buses related to the Environmental Protection Agency (EPA) 2019 Diesel Emission Reduction Act (DERA) School Bus Rebate Grant and the General Electric (PGE) 2020 Electric School Bus Grant

**Background:**

In 2010, the Board adopted Bond Resolution 2009-2010-005. This was followed by the District retiring the following securities: Series 2006 Full Faith and Credit Obligations, Series 2007 Full Faith and Credit Obligation, 2003 Financing Agreement Note, and 2007 Financing Agreement Note. These securities were related to the refinancing of the Edgefield, Wilkes and Four Corners property along with renovation loans.

The Board approved the Environmental Protection Agency (EPA) 2019 Emission Reduction Act (DERA) School Bus Rebate and the Portland General Emission (PGE) 2020 Electric School Bus grants in May of 2020 and approved the authorization to spend for the purchases of the buses in August. The purchase of these buses will help the district meet the Oregon Revised Statute (ORS) 468A.796, which requires that all school buses powered by diesel engines meet 2007 federal diesel emission standards, as established by the Environmental Protection Agency, by January 1, 2025.

The cost to the school district to purchase the 10 school buses (nine propane and one electric) is just under \$1,200,000. The transportation grant in the State School Fund will reimburse \$684,678 over the next 10 years. The Federal EPA rebate will provide \$200,000 to the district. This will leave just under \$300,000 as the final cost to the district.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

**RESOLUTION NO. 2020-2021-008**

**A RESOLUTION OF REYNOLDS SCHOOL DISTRICT NO. 7, MULTNOMAH COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF A FULL FAITH AND CREDIT AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.**

**WHEREAS**, Reynolds School District No. 7, located in Multnomah County, Oregon (the “District”) previously issued its Full Faith and Credit Refunding Obligations, Series 2010, dated June 3, 2010 (the “Refundable Obligations”); and

**WHEREAS**, Oregon Revised Statutes (“ORS”) Section 271.390, ORS 287A.360 and other applicable provisions of ORS Chapter 287A authorize the District to refund all or a portion of the Refundable Obligations and pay costs of issuance; and

**WHEREAS**, the District has determined it is in their best interest to refund all or any portion of the Refundable Obligations and the Authorized Representative shall select all or any portion of the Refundable Obligations to be refunded in accordance with Section 4 hereof; and

**WHEREAS**, the District is also authorized by ORS 271.390 to finance real or personal property that is needed by the District; and

**WHEREAS**, the District has determined to finance the purchase of buses and related equipment (the “New Project”) and to pay costs of issuance pursuant to ORS 271.390; and

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

**NOW, THEREFORE**, the Board of Directors of Reynolds School District No. 7, Multnomah County, Oregon, resolves as follows:

**SECTION 1. AUTHORIZATION OF AGREEMENT.**

The District authorizes the:

- a. Issuance and Sale of Agreement. The District authorizes the issuance and negotiated sale of a Full Faith and Credit Agreement (the “Agreement”) of the District which shall be issued in an aggregate principal amount sufficient to refund all or a portion of the Refundable Obligations and in an amount not to exceed \$1,200,000 to finance the New Project and to pay the costs related to the authorization, sale, issuance and delivery of the Agreement.

The estimated weighted average life of the Agreement does not exceed the estimated dollar weighted average life of the projects being refinanced and the

New Project financed with the Financing Agreement, as required by ORS 271.390. The New Project is needed and the projects being refinanced were needed and are needed.

- b. Escrow Agreement. The District also authorizes the execution and delivery of an escrow agreement between the District and the escrow agent (the “Escrow Agreement”), in a form satisfactory to the Authorized Representative, pursuant to which an escrow agent may execute certificated obligations representing the principal amount payable under the Agreement, and evidencing the right of the escrow agent to receive the District’s finance payments under the Agreement.

## **SECTION 2. FINANCING PAYMENTS.**

The financing payments are payable from and secured by all legally available funds of the District. Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to make payments due under the Financing Agreement. This pledge of the District’s full faith and credit and taxing power shall not entitle the owners or purchasers of the Financing Agreement to any lien on specific properties or revenues of the District.

## **SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVE.**

The District hereby authorizes the Chair, Superintendent and Director of Financial Services (each an “Authorized Representative”) to act on behalf of the District and determine the remaining terms of the Agreement as delegated in Section 4 below.

## **SECTION 4. DELEGATION OF FINAL TERMS AND SALE OF OBLIGATIONS AND ADDITIONAL DOCUMENTS.**

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

- a. determine if the Agreement shall be placed with a bank or other financial institution or sold to the public markets;
- b. negotiate and execute a purchase agreement with the underwriter or purchaser;
- c. approve of and authorize the distribution of any preliminary and final Official Statements;
- d. determine if the Agreement shall be issued as tax-exempt or taxable;
- e. appoint a certified public accounting firm to act as verification agent to produce a report demonstrating the ability of the escrow account to meet all future debt service and related costs relative to the Refundable Obligations;
- f. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory redemption provisions, interest rates,

denominations, and all other terms under which the Agreement shall be issued, sold, executed, and delivered;

- g. select the maturities of the Refundable Obligations to be refunded and cause notice of call and redemption to be given as required by law;
- h. appoint an escrow deposit agent and enter into an escrow deposit agreement;
- i. appoint an escrow agent, registrar and paying agent and execute and negotiate an escrow agreement for the certification and offering of obligations, if required;
- j. subscribe for and obtain eligible securities to be deposited in an escrow fund for the Refundable Obligations, if necessary; to the extent that any such action has been taken prior to the date of this Resolution, such action is hereby ratified;
- k. negotiate the terms and approve of the Agreement and any escrow agreement as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Agreement and any escrow agreement;
- l. determine whether the issuance shall be Book-Entry and take such actions as are necessary to qualify the issuance for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations as necessary;
- m. seek to obtain a rating, if determined by the Authorized Representative to be in the best interest of the District;
- n. apply for municipal bond insurance, if determined to be in the best interests of the District, and expend proceeds to pay any insurance premiums and to execute and deliver any required insurance agreement;
- o. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if necessary;
- p. designate the Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable;
- q. make any clarifying changes or additional covenants not inconsistent with this Resolution; and
- r. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Obligations in accordance with this Resolution.

## **SECTION 5. REIMBURSEMENT.**

The District hereby declares its official intent to reimburse itself for any Expenditures the District may make from its own funds on the New Project from the proceeds of the Agreement.

This Resolution is adopted as an official action of the District in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the District incurred prior to the date of issue of the Agreement.

**SECTION 6. APPOINTMENT OF UNDERWRITER AND SPECIAL COUNSEL.**

The District affirms the appointment of Piper Sandler & Co. as the Underwriter, and Hawkins Delafield & Wood LLP, as Special Counsel to the District for the issuance of the Agreement.

**SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT.**

In consideration of the purchase and acceptance of any or all of the Agreement by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Agreement, including without limitation the District's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED by the Board of Directors of the Reynolds School District No. 7, located in Multnomah County, Oregon this 23<sup>rd</sup> day of September, 2020.

**REYNOLDS SCHOOL DISTRICT NO. 7  
MULTNOMAH COUNTY, OREGON**

By:

\_\_\_\_\_  
Valerie Tewksbury, Board Chair

**ATTEST:**

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

Dr. Danna Diaz, Superintendent

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# **Reynolds School District Update on Current Refunding of Series 2010 FFCOs**

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**Carol Samuels  
Managing Director  
Piper Sandler & Co.**

# Summary of Projected Refunding Results

Reynolds School District No. 7  
Proposed Refunding of Full Faith & Credit Refunding Obligations, Series 2010  
Current Market Rates (9-23-2020)  
Uniform Savings Structure

Dated Date	12/23/2020
Delivery Date	12/23/2020
Arbitrage yield	1.376027%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	14,895,000.00
True Interest Cost	1.773122%
Net Interest Cost	1.973397%
All-In TIC	1.829727%
Average Coupon	4.000000%
Average Life	8.099
Weighted Average Maturity	8.273
Par amount of refunded bonds	17,150,000.00
Average coupon of refunded bonds	4.957215%
Average life of refunded bonds	8.297
Remaining weighted average maturity of refunded bonds	8.270
PV of prior debt to 12/23/2020 @ 1.376027%	21,928,361.48
Net PV Savings	4,095,718.03
Percentage savings of refunding proceeds	23.500459%

# Summary of Projected Debt Service Savings

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/23/2020 @ 1.3760274%
06/01/2021	1,224,193.75	1,086,490.00	137,703.75	137,703.75	136,877.46
12/01/2021	397,993.75	281,400.00	116,593.75		115,102.21
06/01/2022	1,297,993.75	1,101,400.00	196,593.75	313,187.50	192,752.64
12/01/2022	379,993.75	265,000.00	114,993.75		111,976.55
06/01/2023	1,259,993.75	1,060,000.00	199,993.75	314,987.50	193,415.60
12/01/2023	358,650.00	249,100.00	109,550.00		105,222.76
06/01/2024	1,283,650.00	1,079,100.00	204,550.00	314,100.00	195,127.74
12/01/2024	339,781.25	232,500.00	107,281.25		101,640.22
06/01/2025	1,299,781.25	1,092,500.00	207,281.25	314,562.50	195,040.14
12/01/2025	315,781.25	215,300.00	100,481.25		93,901.22
06/01/2026	1,325,781.25	1,110,300.00	215,481.25	315,962.50	199,994.44
12/01/2026	291,625.00	197,400.00	94,225.00		86,855.40
06/01/2027	1,351,625.00	1,132,400.00	219,225.00	313,450.00	200,697.97
12/01/2027	265,125.00	178,700.00	86,425.00		78,580.45
06/01/2028	1,375,125.00	1,148,700.00	226,425.00	312,850.00	204,466.29
12/01/2028	237,375.00	159,300.00	78,075.00		70,021.53
06/01/2029	1,402,375.00	1,164,300.00	238,075.00	316,150.00	212,058.46
12/01/2029	208,250.00	139,200.00	69,050.00		61,084.03
06/01/2030	1,433,250.00	1,189,200.00	244,050.00	313,100.00	214,419.89
12/01/2030	177,625.00	118,200.00	59,425.00		51,853.45
06/01/2031	1,462,625.00	1,208,200.00	254,425.00	313,850.00	220,490.81
12/01/2031	145,500.00	96,400.00	49,100.00		42,260.48
06/01/2032	1,495,500.00	1,231,400.00	264,100.00	313,200.00	225,758.21
12/01/2032	111,750.00	73,700.00	38,050.00		32,303.68
06/01/2033	1,526,750.00	1,248,700.00	278,050.00	316,100.00	234,445.83
12/01/2033	76,375.00	50,200.00	26,175.00		21,919.39
06/01/2034	1,566,375.00	1,280,200.00	286,175.00	312,350.00	238,010.30
12/01/2034	39,125.00	25,600.00	13,525.00		11,171.81
06/01/2035	1,604,125.00	1,305,600.00	298,525.00	312,050.00	244,900.25
	24,254,093.75	19,720,490.00	4,533,603.75	4,533,603.75	4,092,349.23

# Summary of Refunded Obligations

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Full Faith and Credit Refunding Obligations, Series 2010, 10R_FF:					
SERIAL	06/01/2021	4.000%	810,000.00	01/22/2021	100.000
	06/01/2022	4.000%	900,000.00	01/22/2021	100.000
	06/01/2023	4.125%	150,000.00	01/22/2021	100.000
	06/01/2023	5.000%	730,000.00	01/22/2021	100.000
	06/01/2024	4.000%	630,000.00	01/22/2021	100.000
	06/01/2024	4.250%	295,000.00	01/22/2021	100.000
	06/01/2025	5.000%	960,000.00	01/22/2021	100.000
	06/01/2026	4.125%	250,000.00	01/22/2021	100.000
	06/01/2026	5.000%	760,000.00	01/22/2021	100.000
	06/01/2027	5.000%	1,060,000.00	01/22/2021	100.000
	06/01/2028	5.000%	1,110,000.00	01/22/2021	100.000
	06/01/2029	5.000%	1,165,000.00	01/22/2021	100.000
	06/01/2030	5.000%	1,225,000.00	01/22/2021	100.000
TERM35	06/01/2035	5.000%	7,105,000.00	01/22/2021	100.000
			17,150,000.00		

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## Next Steps

- *Authorize refunding* – Sept. 23
- *1<sup>st</sup> Draft POS circulated* – Wk. of Oct. 5
- *Comments due on 1<sup>st</sup> draft POS* – Wk. of Oct. 19
- *Due diligence and rating calls* – Wk. of Nov. 9
- *Clean copy of POS to Board members* – Nov. 13
- *Receive rating* – Wk. of Nov. 16
- *Final comments due on POS; post POS* – Nov. 23-24
- *Pre-pricing* – Dec. 8
- *PRICING* – DEC. 9
- *Closing documents circulated* – Wk. of Dec. 14
- *Bonds close* – Dec. 23

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## Contact Information

### *Piper Sandler & Co.*

Carol Samuels, Managing Director

(503) 275-8301 - [carol.samuels@psc.com](mailto:carol.samuels@psc.com)

Alex Bowers, Vice President

(503) 275-8304 – [alexander.bowers@psc.com](mailto:alexander.bowers@psc.com)

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Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a “recommendation” or “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler’s primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm’s-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

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# Reynolds School District No. 7

## Full Faith and Credit and Refunding Obligations, Series 2020

### Preliminary Schedule of Events; as of September 14, 2020

Financing Team		
Issuer:	Reynolds School District No. 7	SD
Special Counsel:	Hawkins Delafield & Wood LLP	SC
Registrar/Escrow/Paying Agent:	U.S. Bank	PA
Escrow Verification Agent:	Causey Demgen & Moore PC	CDM
Underwriter:	Piper Sandler & Co.	PSC

September						
S	M	T	W	T	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						
S	M	T	W	T	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						
S	M	T	W	T	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						
S	M	T	W	T	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		

<input checked="" type="checkbox"/>	Due Date	Event	Parties
<input checked="" type="checkbox"/>	Fri., Sept. 11	Revised Authorizing Resolution to District for Board Packet	SC
<input checked="" type="checkbox"/>	Mon., Sept. 14	Circulate schedule and distribution list	PSC
	<b>Wed., Sept 23</b>	<b>Board Adopts Authorizing Resolution</b>	<b>SD Board</b>
	Tues., Oct. 6	First draft Preliminary Official Statement (POS) circulated	PSC
		Continuing Disclosure Review circulated	PSC
		MDAC 1 filed with Treasury	PSC
	Tues., Oct. 20	Comments due on first draft POS	Fin. Team
	Wed., Oct. 21	Second draft POS circulated	PSC
		First draft Continuing Disclosure Undertaking circulated	SC
	Fri., Oct. 23	Draft POS and most recent available audited financials to rating agency	PSC
	Thurs., Nov. 5	Comments due on second draft POS	Fin. Team
	Fri., Nov. 6	Circulate Due Diligence Questionnaire; updated POS; draft Rating Presentation	PSC
	<b>Wk. of Nov. 9</b>	<b>Due diligence and Rating prep calls</b>	<b>SD; PSC; SC</b>
		<b>Rating Presentation circulated to rating agency</b>	<b>PSC</b>
		<b>Conference call with rating agency</b>	<b>SD; PSC</b>
	Fri., Nov. 13	Clean copy of draft POS to SD Board	SD
		Substantially complete draft POS and "Deemed Final" letter circulated	PSC
	Wk. of Nov. 16	Receive rating(s)	PSC
	Mon., Nov. 23	Final comments on POS due	Fin. Team
		End of Board review of POS; "Deemed Final" letter due to PSC	SD
	Tues., Nov. 24	Posting and distribution of POS	PSC
	<b>Tues., Dec. 8</b>	<b>Pre-pricing (time between 11 a.m. and 2 p.m. to be determined)</b>	<b>SD; PSC</b>
	<b>Wed., Dec. 9</b>	<b>Pricing (District staff to be available throughout the day)</b>	<b>SD; PSC</b>
		Purchase Agreement signed; Receive Escrow verification	SD; PSC; CDM
	Mon., Dec. 14	Final Official Statement posted; File MDAC 2	PSC
	Wk. of Dec. 14	Draft closing documents circulated	SC
	Wed., Dec. 16	Closing Memorandum circulated	PSC
	<b>Wed., Dec. 23</b>	<b>Closing – Obligations Called</b>	<b>Fin. Team</b>
	<b>Tues., Jan. 12</b>	<b>Obligations Prepaid after 20-day notice period</b>	<b>SD; PA</b>



To: Board of Directors  
 From: Dr. Danna Diaz, Superintendent of Schools  
 Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Board Announcements**

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**Connection to Board Goals**

- Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

- A. Individual Board Members – Announcements and Reports
  - a. OSBA Virtual Training on October 9: Implicit Bias and Cultural Competence
  - b. OSBA Annual Conference on November 14
- B. Budget Committee Vacancies
  - a. Position 10 – term expiring June 30, 2023
  - b. Position 12 – term expiring June 30, 2021
  - c. Position 14 – term expiring June 30, 2022

\*Policy DBEA outlines that the budget committee consists of seven members appointed by the board plus the elected board members. To be eligible for appointment, the appointive member must:

  - i. Live and be registered to vote in the district
  - ii. Not be an officer, agent or employee of the district.
- C. Upcoming Board Meetings
  - a. School and Department Improvement Plan Work Sessions on October 7 and October 14
  - b. Business Meeting on October 28

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

A. Individual Board Member Announcements and Reports

B. Upcoming Board Meetings

XIV. **8:40p - Superintendent's Reports**

**42**

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Superintendent's Reports**

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

Superintendent Diaz will provide announcements and reports to the board:

- A. Announcements / Reports
- B. Superintendent's Action Plan
- C. School and Department Improvement Plan Work Sessions
- D. Comprehensive Distance Learning Presentation
- E. Fiscal Responsibility
- F. Communications

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

- A. Announcements/Reports
- B. Superintendent's Action Plan

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

<p><b>Core Belief/Commitment #1: We believe that all students, families, and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.</b></p>		
<p><b>"Why?" Defined: Students at the intersection of race and poverty are at a greater risk of incarceration. We will disrupt and eliminate the cradle-to-prison pipeline for students who have been historically underserved and marginalized.</b></p>		
<p style="text-align: center;"><b>Strategic Plan: Solutions</b></p>	<p style="text-align: center;"><b>Strategic Plan: Evaluation Metrics</b></p>	<p style="text-align: center;"><b>Strategic Plan: Targets</b></p>
<p>1. The Superintendent will collaborate with the Assistant Superintendent of Human Capital Management to redesign the process for employee relations.</p>	<p>The Assistant Superintendent of Human Capital Management will provide District administration with investigations training to minimize litigious action. This will include a standard, clearly articulated, and researched based progressive discipline model. HCM will develop a database of disciplinary actions to ensure consistency throughout the organization.</p>	<ul style="list-style-type: none"> <li>• By October 2020, HCM will convene a committee comprised of bargaining unit leadership from all groups to review, revise, and standardize progressive discipline.</li> <li>• By June 30, 2021, administrative staff will be trained in investigations and applicable discipline.</li> </ul>
<p>2. The Superintendent will collaborate with the Assistant Superintendent of Student &amp; Family Services and District Operations and the Director of Financial Services to plan for future bonds.</p>	<p>The Assistant Superintendent of Student &amp; Family Services and District Operations and the Director of Financial Services will gather data and create a timeline for a future bond project.</p>	<ul style="list-style-type: none"> <li>• By May 2021, the Superintendent will bring the plan to the Board for review and direction.</li> </ul>
<p>3. The Superintendent will collaborate with the Director of Financial Services to research a Local Levy option for the District.</p>	<p>The Director of Financial Services will gather data and create a timeline to present to the Board.</p>	<ul style="list-style-type: none"> <li>• By May 2021, the Superintendent will bring the plan to the Board for review and direction.</li> </ul>

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.		
"Why?" Defined: In order to thrive, students deserve high quality and culturally relevant instruction. Students deserve to see themselves in their teachers and in their classrooms.		
Strategic Plan: Solutions	Strategic Plan: Evaluation Metrics	Strategic Plan: Targets
1. The Superintendent will perform a comprehensive policy and administrative regulation review using an equity lens and will work with Cabinet Members to ensure all administrative regulations are aligned with Board policy.	The Superintendent will create a Policy Review Committee, including members from Community Partners and a Board representative.  The Superintendent’s Office will create a database of all policies.	<ul style="list-style-type: none"> <li>• By January 2021, the Board will receive a completed database of all policies</li> <li>• By February 2021, the Board will receive the first batch of revised policies for review.</li> </ul>
2. The Superintendent will collaborate with the Chief Academic Officer to add culturally responsive texts to our K-5 ELA curriculum.	The Chief Academic Officer will convene a committee to research and recommend the adoption of culturally responsive texts into our K-5 ELA curriculum. The committee will make recommendations to the Superintendent in the spring of 2021 for adoption in the 2021-2022 school year.	<ul style="list-style-type: none"> <li>• By October 2020, the committee will form and begin meeting.</li> <li>• By April 2021, the committee will make recommendations to the Superintendent.</li> <li>• By May 2021, the Superintendent will bring recommendations to the Board for direction.</li> </ul>
3. The Superintendent will collaborate with the Chief Academic Officer and Assistant Superintendent of Student & Family Services and District Operations to develop a locally designed and state-aligned framework for the implementation of a Multi-Tiered System of Student Support.	The Chief Academic Officer and the Assistant Superintendent of Student & Family Services and District Operations convened a committee of will convene a committee of central office and site-based administrators to begin developing the framework. Input will be sought from teachers and support providers on the draft framework.	<ul style="list-style-type: none"> <li>• By November 2020, building administrators will join the committee of central office administrators that began in March 2020.</li> <li>• By January 2021, teachers and support providers will join the committee.</li> <li>• By May 2021, the Superintendent will share progress with the Board.</li> </ul>
4. The Superintendent will collaborate with the Assistant Superintendent of Student & Family Services and District Operations to create a master plan for English Language Learners and Multilingual Education.	The Assistant Superintendent of Student & Family Services and District Operations will work cross-departmentally to create a multilingual education leadership group that will develop a master plan for ELD and Multilingual Education.	<ul style="list-style-type: none"> <li>• By October 2020, the committee will form and begin meeting.</li> <li>• By June 2021, the committee will make recommendations to the Superintendent.</li> <li>• By July 2021, the Superintendent will bring recommendations to the Board for direction.</li> </ul>

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

<p><b>Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.</b></p>		
<p><b>"Why?" Defined: In order to thrive, students deserve high quality and culturally relevant instruction. Students deserve to see themselves in their teachers and in their classrooms.</b></p>		
<p align="center"><b>Strategic Plan: Solutions</b></p>	<p align="center"><b>Strategic Plan: Evaluation Metrics</b></p>	<p align="center"><b>Strategic Plan: Targets</b></p>
<p>5. The Superintendent will collaborate with the Assistant Superintendent of Human Capital Management to create a “Grow Your Own” recruitment and retention program designed to increase the number of staff of color.</p>	<p>The Assistant Superintendent of Human Capital Management will develop a cohesive and comprehensive plan to grow RSD’s own talent utilizing tuition support, paid internships, and release time to increase the number of staff of color and language diversity and retain them.</p>	<ul style="list-style-type: none"> <li>• By January 2021, HCM will present the “RSD Grow Your Own” plan to the Board.</li> <li>• By June 30, 2021, 20% of RSD new hires will be people of color (current RSD staff is 15% people of color).</li> </ul>
<p>6. The Superintendent will collaborate with the Executive Director of Schools to develop and implement a five-year plan designed to train all staff in Equity, Diversity, and Inclusion. This work will be based in anti-racism.</p>	<p>The Executive Director of Schools will orchestrate routine, ongoing conversations and professional development around systemic racism and systemic oppression in education, beginning with district leadership. Each district leadership meeting will begin with relevant discussions around how race impacts our work.</p>	<ul style="list-style-type: none"> <li>• By June of 2021, all Principals, Assistant Principals, Cabinet Members will have completed an intensive equity training. In addition, at least 50% of all directors will have completed intensive equity training.</li> </ul>
<p>7. The Superintendent will collaboration with the Executive Director of Schools to provide school and department improvement plans.</p>	<p>The Executive Director of Schools will direct school and department leaders in developing improvement plans. The plans will directly relate to student achievement and align with the district/Board goals. Goals will have metrics for measuring improvement and monitoring success.</p>	<ul style="list-style-type: none"> <li>• By October 2020, the Board will have the opportunity to review and respond to school and department improvement plan.</li> <li>• By June 2021, the Board will review the plans again.</li> </ul>

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

Core Belief/Commitment #3: We believe that high-quality first-time instruction will eliminate the achievement gap. We commit to setting high expectations and providing intentional professional development to instructional leaders.		
"Why?" Defined: In order to thrive and stay on track for high school graduation, students must have world-class first-time instruction.		
Strategic Plan: Solutions	Strategic Plan: Evaluation Metrics	Strategic Plan: Targets
1. The Superintendent will collaborate with the Chief Academic Officer to adopt supplemental digital resources to support our ELA and math adopted curriculum. These supplemental resources will include data and metrics to inform classroom instruction and to support the online learning environment.	The Chief Academic Officer will convene a committee to research and recommend the adoption of supplemental digital resources to support our ELA and math adopted curriculum. The committee will make recommendations to the Superintendent in the fall of 2020 for adoption in the 2020-2021 school year.	<ul style="list-style-type: none"> <li>By December of 2020, the committee will recommend the purchase of supplemental digital resources in ELA and math.</li> </ul> <p>By January 2021, the Superintendent will bring the recommendations to the Board for direction.</p>
2. The Superintendent will collaborate with the Assistant Superintendent of Human Capital Management to review and revise the employee evaluation system.	The Assistant Superintendent of Human Capital Management will develop an evaluation committee in cooperation with REA, OSEA, and RAA.	<ul style="list-style-type: none"> <li>By June 2021, revisions to the employee evaluation system will be complete.</li> </ul>
3. The Superintendent will collaborate with the Chief Academic Officer and the Executive Director of Schools to create a plan and accompanying budget to use High School Success funding to enhance Career Technical Education opportunities in the Reynolds School District.	The Chief Academic Officer and Executive Director of Schools will work collaboratively with secondary principals, CTE teachers, and stakeholder groups to determine pathways to high wage, high demand careers for Reynolds students. Together, the workgroup will create a plan that includes staffing, infrastructure, start-up costs, ongoing material and consumable costs, and an accompanying budget which utilizes High School Success funds to support these pathways.	<ul style="list-style-type: none"> <li>By May 2021, the Superintendent will present the proposed plan and accompanying budget to the Board.</li> </ul>

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

<b>Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.</b>		
<b>"Why?" Defined: All students, families, staff, and community members deserve dignity, respect, and world-class customer service in a welcoming and inclusive environment.</b>		
<b>Strategic Plan: Solutions</b>	<b>Strategic Plan: Evaluation Metrics</b>	<b>Strategic Plan: Targets</b>
1. The Superintendent will collaborate with the Director of Financial Services to increase stakeholder engagement in the budget process.	The district will have budget input sessions that will allow the opportunity for the student, staff, and community input.	<ul style="list-style-type: none"> <li>By May 2021, the Board will receive an update on the process.</li> </ul>
2. The Superintendent will collaborate with the Director of Financial Services to revise the financial guidelines and make sure that there is understanding throughout the district.	During the school year, the financial team will review and revise the financial guidelines to make sure that they are updated. The Director of Financial Services will provide professional development to department and building supervisors.	<ul style="list-style-type: none"> <li>By May 2021, the Director of Financial Services will provide the Board an update.</li> </ul>
3. The Superintendent will collaborate with the Director of Communications & Community Relations to develop active engagement opportunities through site-specific social media channels for schools including best practices training and handoff to building staff.	During the school year, the RSD Communications Department will actively create and/or become administrators on all school-based social media accounts using Facebook and Twitter and will develop and implement best practices training to be delivered to school-based staff for handoff of administration.	<ul style="list-style-type: none"> <li>By June 2021, the Board will receive an update report on all social media accounts, relevant metrics, and user engagement.</li> </ul>
4. The Superintendent will collaborate with the Director of Communications & Community Relations to continue development and deployment of world-class and comprehensive websites for the district, all school sites, and the staff intranet.	The Superintendent will ensure final completion of all website redevelopment projects, the successful launch of public sites, and development and launch of the staff intranet information site.	<ul style="list-style-type: none"> <li>By December 2020, the Board will receive an updated report on completion and launch of public-facing sites.</li> <li>By June 2021, the Board will receive and update report on the development and launch of the staff intranet information site.</li> </ul>

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.		
"Why?" Defined: All students, families, staff, and community members deserve dignity, respect, and world-class customer service in a welcoming and inclusive environment.		
Strategic Plan: Solutions	Strategic Plan: Evaluation Metrics	Strategic Plan: Targets
5. The Superintendent will collaborate with the Director of Communications & Community Relations to develop and maintain monthly video-based outreach to students and families to share information throughout the school year.	During the school year, the Superintendent will ensure the successful production and communication of short (1-5 minute) monthly informational videos for parents and staff to deliver relevant content and personal outreach.	<ul style="list-style-type: none"> <li>By June 2021, the Board will receive an update report on all video communications including dates, communication channel, and engagement metrics.</li> </ul>
6. The Superintendent will collaborate with the Director of Communications & Community Relations to increase community engagement by using earned media through effective and timely press releases highlighting various public relations opportunities.	The Superintendent will ensure a minimum of 10 or more press releases to be published using established media relations contacts/channels.	<ul style="list-style-type: none"> <li>By June 2021, the Board will receive an update report of all activity of press releases and earned media engagements, if any.</li> </ul>
7. The Superintendent will collaborate with the Director of Communications & Community Relations to meet with Partner Organizations to develop relationships based on district goals for student achievement.	The Superintendent will hold one or more formal meetings with all partner organizations to collaborate and align partner services with student achievement goals, set metrics for partner performance, and determine expectations for future partner services processes (application, contracts, reporting, etc.).	<ul style="list-style-type: none"> <li>By June 2021, the Board will receive an update on the meeting(s) and subsequent alignment opportunities including performance metrics with partner organizations and planned processes.</li> </ul>
8. The Superintendent will work with Cabinet to redesign and improve the onboarding and offboarding processes for staff.	The Assistant Superintendent of Human Capital Management will redesign the onboarding and offboarding processes and collaborate across departments and schools to ensure the successful transition of staff into and out of RSD.	<ul style="list-style-type: none"> <li>By December 2020, the redesigned processes will be in effect.</li> <li>By May 2020, the Board will receive an update.</li> </ul>

**2020-2021 Reynolds School District Superintendent Aligned Action Plan:  
The Board’s Core Beliefs/Commitments, Solutions, Evaluation Metrics, Targets, and the Superintendent’s Evaluation**

Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.		
"Why?" Defined: All students, families, staff, and community members deserve dignity, respect, and world-class customer service in a welcoming and inclusive environment.		
Strategic Plan: Solutions	Strategic Plan: Evaluation Metrics	Strategic Plan: Targets
9. The Superintendent will collaborate with the Executive Director of Schools to provide professional coaching and development to district leadership around coherence.	The Executive Director of Schools will provide ongoing professional development to district leadership throughout the school year to reinforce the practice of coherence.	<ul style="list-style-type: none"> <li>By June 2021, the Board will see evidence of coherence and interdepartmental alignment in Improvement Plans. The plans should reflect support for buildings and building leaders. District leaders should also know and understand their connection to student success in the system.</li> </ul>
10. The Superintendent will partner with PCG to create a five-year Strategic Plan for the Reynolds School District.	The Superintendent will ensure that goal topic teams meet by November of 2020 to create action steps and metrics for measuring success.	<ul style="list-style-type: none"> <li>By December 2020, a Steering Committee meeting and Community Forum will be held.</li> <li>By January 2021, the Board will receive the first reading of the Strategic Plan for review.</li> <li>By February 2021, the Board will have the opportunity to adopt the Strategic Plan.</li> </ul>



**TIMELINE FOR SIP: SCHOOL BOARD PRESENTATIONS ON October 7<sup>th</sup> and 14<sup>th</sup>**

The **School/Department Improvement Plan presentations to the School Board will be on October 7<sup>th</sup> and 14<sup>th</sup> from 6-8pm.** The format for the presentations will be somewhat informal and more of a conversation with Board members about all the great things that are happening in our buildings.

**Presentation Format:**

The SIP/DIP presentations to the School Board will take place through a Zoom Meeting. Schools and Departments will be grouped in threes or fours and assigned a breakout room. Board members will rotate between each breakout room over the course of two hours to ask questions and listen to the goals and action plan for each building or department.

October 7 Middle and High Schools; Charter Schools; Departments	October 14 Elementary Schools; Departments
<p><b>Breakout #1 (30 minutes)</b> Reynolds Middle School H.B. Lee Middle School Walt Morey Middle School</p>	<p><b>Breakout #1 (30 minutes)</b> Alder Davis Fairview Glenfair</p>
<p><b>Breakout #2 (30 minutes)</b> Reynolds High School Reynolds Learning Academy</p>	<p><b>Breakout #2 (30 minutes)</b> Hartley Salish Ponds Scott Sweetbriar</p>
<p><b>Breakout #3 (30 minutes)</b> Multnomah Learning Academy Rockwood Preparatory Academy Arthur Academy</p>	<p><b>Breakout #3 (30 minutes)</b> Troutdale Wilkes Woodland</p>
<p><b>Breakout #4 (30 minutes)</b> Operations (Custodial Services, Facilities, Nutrition, Technology, Transportation) Student and Family Services (TAG, Homeless) Special Education Communications</p>	<p><b>Breakout #4 (30 minutes)</b> Human Capital Management English Language Development Finance Curriculum and Instruction</p>

Each building or department will be stationed in the assigned breakout “room” ready to answer questions from Board members.

The Board will have 30 minutes in each breakout space to visit, ask questions and take notes. This will be an informal, virtual world café type model.



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Dr. Nicole MacTavish, Chief Academic Officer

**Subject: Comprehensive Distance Learning Update**

Policy: [Instructional Goal - IA](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #3:** We believe that high-quality first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.

**Summary:**

As a result of the COVID-19 pandemic, public school districts must alter their traditional instructional delivery model to ensure the health and safety of children, staff, and communities.

The Oregon Department of Education requires all public school district and charter schools to create Operational Blueprints for each of their schools to describe how instruction will be delivered this fall. The three possible instructional models for schools in the 2020-21 school year are On-Site, Hybrid, and Comprehensive Distance Learning.

The Reynolds School District has selected the Comprehensive District Learning model to begin this school year. This selection was based on local and statewide COVID-19 status, school facility capacity, staffing capacity, ability to keep everyone safe, needs of high-risk students and staff, available space, student enrollment, budget, technology available, and input from staff, students, family, and community members.

Administration would like to take the opportunity to present the Board with details about this fall's Comprehensive Distance Learning model and to answer questions from the Board. Administrators from both Academic and Student Family Services Departments, as well as John Krull from the Technology Services Department, will be available to answer questions.

**Previous Board Action:**

Not Applicable

**Background:**

In the Spring of 2020, the Reynolds School District put in place Distance Learning for All which was a remarkable collaboration between families, district, state, and health officials to protect student health and soften disruption to learning.

With the start of the 2020-21 school year and in response to a late-summer surge of COVID-19 cases, Governor Brown announced specific requirements to re-open schools. As our county and state have not yet met all of the required metrics to allow for in-person instruction, Reynolds School District will follow our Comprehensive Distance Learning plan until health and safety measurements are met and we can move to a Hybrid or On-Site model.

There are some significant differences between the Distance Learning for All instructional model from last spring and the Comprehensive Distance Learning model we are moving to this fall.

In Comprehensive Distance Learning:

- Daily student attendance is required.
- Regular grades will be earned for all classes/coursework at the end of grading periods.
- State required instructional time minimums must be met for all grade levels.
- Instructional time is required to be organized in the following way:

Grade	Teacher-Facilitated Learning (minimum)	Applied Learning	Total Instructional Time (minimum)
K-3	11 hours, 40 minutes	10 hours, 10 minutes	21 hours, 50 minutes
4-8	12 hours, 30 minutes	9 hours, 20 minutes	21 hours, 50 minutes
9-11	14 hours, 10 minutes	10 hours, 25 minutes	24 hours, 35 minutes
12	13 hours, 45 minutes	10 hours, 20 minutes	24 hours, 5 minutes

In addition to rigorous planning for Comprehensive Distance Learning, we stand ready to adapt and change plans as the need arises this fall.

**Financial Implications:**

It is unclear what the entire financial implication will be for the move to Comprehensive Distance Learning this fall. Administration will continue to provide financial updates to the Board throughout the school year.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable



# 2020-21 Comprehensive Distance Learning: Applying State Guidance to Local Context

School Board Presentation Sept 23, 2020

*EACH AND EVERY CHILD PREPARED  
FOR A WORLD YET TO BE IMAGINED*



# Planning for Reentry

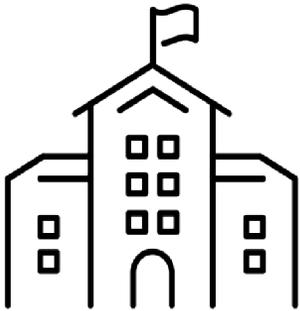
## INSTRUCTIONAL MODELS

2020-21 SCHOOL YEAR

ON-SITE

HYBRID

COMPREHENSIVE  
DISTANCE LEARNING



Students Safely Learn In School



Students Safely Learn In School and Away from School



Students Safely Learn Away from School

# Our Blueprint for Reentry: Family Engagement and Decision-Making



# Our Blueprint for Reentry: Operations



## Planning for Reentry Health Considerations & Requirements

**RETURN TO IN-PERSON INSTRUCTION**

Schools must be in a county that is no longer in **BASELINE PHASE**.

The following **county metrics** must be met for **three weeks in a row**:

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
1	2	3	4	5	6	7
1	2	3	4	5	6	7

**Case rate:**  $\leq 10$  cases per 100,000 population in the preceding 7 days

**Test positivity:**  $\leq 5\%$  in the preceding 7 days

The following **state metric** must be met **three weeks in a row**:

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
1	2	3	4	5	6	7
1	2	3	4	5	6	7

**Test positivity:**  $\leq 5\%$  in the preceding 7 days

**PLAN TRANSITION TO COMPREHENSIVE DISTANCE LEARNING**

If **one or more** of the following **county metrics** are met for more than **one week**, **planning must occur**:

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7

**Case rate:**  $\geq 20$  cases per 100,000 population in the preceding 7 days

**Test positivity:**  $\geq 7.5\%$  in the preceding 7 days

**INITIATE COMPREHENSIVE DISTANCE LEARNING**  
*with no exceptions*

If **one or more** of the following **county metrics** are met for more than **one week**, **Comprehensive Distance Learning** must be initiated:

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7

**Case rate:**  $\geq 30$  cases per 100,000 population in the preceding 7 days

**Test positivity:**  $\geq 10\%$  in the preceding 7 days

# Comprehensive Distance Learning

**Asynchronous**  
Students learning at their own pace



Pre-recorded lectures, readings and podcasts



Video demonstrations and worked problems



Practice problems, discussion questions, and other activities



Quizzes, assignments, and applications



Analytical groups

**Synchronous**  
Students learning together

Virtual classrooms and live webinars



Interaction between students in breakout groups or group presentations



Checking in with students via instant messaging or video conferencing



Focused activities with real-time interaction



Office hours



# Comprehensive Distance Learning: Other Changes Included in CDL

## **Instruction**

- Increased daily learning time
- Focus on teacher-facilitated learning time
- English language support and SPED support provided through real-time opportunities

## **Relationship & Connection**

- Daily real-time check-ins between staff/student
- Daily peer interaction
- Daily attendance taken

## **Family Engagement & Communication**

- Family/parent virtual connections at least 4x per year
- Family & student feedback at least 3x per year

## **Digital Learning Needs**

- Plan to address infrastructure, devices, software system, digital content, professional development needs

# Comprehensive Distance Learning: RSD Learning Week

<b>Grade</b>	<b>Teacher-Facilitated Learning Minimum</b>	<b>Applied Learning</b>	<b>Total Instructional Time (State requirement)</b>
K-3	11 hours, 40 minutes	10 hours, 10 minutes	21 hours, 50 minutes
4-8	12 hours, 30 minutes	9 hours, 20 minutes	21 hours, 50 minutes
9-11	14 hours, 10 minutes	10 hours, 25 minutes	24 hours, 35 minutes
12	13 hours, 45 minutes	10 hours, 20 minutes	24 hours, 5 minutes

# Comprehensive Distance Learning: Applied Learning Examples

K-3	4-5	6-8	9-12
Cooking	Science Inquiry	Individual/team projects	Work-based learning
Lexia/Dreambox Programs	Lexia/Dreambox Programs	Lexia/Dreambox Programs	Reading and Writing
Scavenger - Learning Hunts	Student Choice projects	Geocaching	Music, Drama, Theatre applications
Physical Exercise, Songs, Games	Group Assignments	Sports, music practice	Project-Based learning
Reading & Writing Practice	Board games, card games	Service learning	Individual/team projects

# Reynolds High School Athletics/Activities



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# OSAA

- Seasons are condensed and moved
- 7 weeks for each season
- Culminating Activity TBA
- Scheduling Committees meet next week
- Regional or league play
- Eligibility



# Season 1 Pre-Season

- August 31- December 27
- Coaching restrictions lifted
- Determined by each school and/or district
- Guidance OSAA
- Practice Plan Proposals



# Season 2 Winter Sports

- Basketball, Swimming and Wrestling
- Dec. 28th First Practice
- Jan. 11th First Contest
- Mar. 1-6 Culminating Activity



# Season 3 Fall Sports

- Cross Country, Volleyball, Soccer, Football
- Feb. 22 First Practice
- March 8 First Contest
- April 26-May 1 Culminating Activity



# Season 4 Spring Sports

- **Golf, Tennis, Track & Field, Baseball, Softball**
- **April 19 First Practice**
- **May 3 First Contest**
- **June 21-26 Culminating Activity**



# Mt. Hood Conference Trends

- No practices till Phase 2
- Central Catholic practice pods
- David Douglas status
- Virtual Practices Gresham
- Guidance from OSAA, Oregon Health Authority and CDC Considerations for Youth Sports and Outdoor Recreation



# Supporting Athletes during Covid

- Reynolds Athletic Leadership Council (RALC)
- Athlete credit assurance plans
- Monitor athletes on probation prior to Covid

**REYNOLDS RAIDERS**  
*Student-Athlete Pledge*

**I will...**

**Appreciate the privilege to compete and wear the uniform.**

**Respect my opponent, the officials, my teammates, my coach, myself and the game.**

**Exemplify sportsmanship by bringing my best to all practices and competitions.**

**Represent my school, my team and myself with integrity by knowing and doing what is right.**

**Be modest in victory, humble in defeat and always have fun.**

**Strive to be a leader by putting others before myself.**

**Not use or associate with any and all drugs, tobacco and alcohol.**

**Take responsibility for all of my choices in the classroom, in competition and in the community.**

**Promote the spirit of this Pledge to my teammates and classmates.**

Adopted by the Reynolds Athletic Leadership Council

# Our Commitments



**TEACHER COMMITMENTS**  
TO EVERY STUDENT





To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Stephanie Field, Director of Communications & Community Relations

**Subject: Communications Report**

Policy: [Community Relations - KAA](#)

Date: September 23, 2020

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

Stephanie Field will provide announcements/reports to the Board on Communications and Community Relations.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Christina Weinard, Director of Financial Services

**Subject: June and August 2020 Financial Report**

Policy: [Financial Reports and Statements - DIC](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals:**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:**

We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The Board will review the financial reports for the General Fund and the Bond Fund.

Please refer to the following attachments:

- June 2020
  - 1 GF 19-20 Board Report – June 2020 as of 09082020
  - 2 GF 20-21 Financial Statement by Function – June 2020 as of 09082020
  - 3 GF 19-20 Financial Statement by Object – June 2020 as of 09082020
  - 4 GF YOY by Function – June 2020 as of 09082020
  - 5 GF YOY by Object – June 2020 as of 09082020
  - 6 GF 19-20 Projections – June 2020 as of 09082020
  - 7 Bond 19-20 Board Monthly Report – June 2020 as of 09082020
  - 8 Bond Financial Statement by Function – June 2020 as of 09082020
  - 9 Bond Financial Statement by Object - June 2020 as of 09082020
- July 2020
  - 1 GF 20-21 Board Report – August 2020
  - 2 GF 20-21 Financial Statement by Function – August 2020
  - 3 GF 20-21 Financial Statement by Object – August 2020
  - 4 GF YOY by Function – August 2020

- 5 GF YOY by Object – August 2020
- 6 GF 20-21 Projections – August 2020
- 7 Bond 20-21 Board Monthly Report – August 2020
- 8 Bond Financial Statement by Function – August 2020
- 9 Bond Financial Statement by Object - August 2020

**Previous Board Action:**

- June 2020 - Board Adopted the 2020-21 Budget through Resolution 2019-2020-016

**Background:**

The Board will receive monthly financial reports that include estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates, and the district's overall cash condition.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



**Fiscal Year 2019-20**  
**June 2020 Board Report - Estimated Annual**  
*As of September 8, 2020*

**GENERAL FUND**

	<b>Working Budget</b>	<b>6/30/2020 MTD</b>	<b>Fiscal Year Projected*</b>	<b>Budget Versus FY Projected</b>
<b>RESOURCES</b>				<b>(Under) / Over</b>
Beginning Balance	15,090,000	-	17,832,461	2,742,461
Local Sources	28,436,712	917,148	29,110,770	674,058
Intermediate Sources	1,896,800	1,459,373	1,846,228	(50,572)
State Sources	101,604,369	570,215	101,114,110	(490,259)
Federal Sources	65,000	11,994	53,009	(11,991)
<b>Total Resources</b>	<b>147,092,881</b>	<b>2,958,730</b>	<b>149,956,578</b>	<b>2,863,697</b>
<b>REQUIREMENTS</b>				<b>Under / (Over)</b>
Instruction	83,425,777	17,207,507	79,441,875	3,983,902
Support Services	55,212,249	7,396,099	52,575,651	2,636,598
Community Services	163,029	(79,498)	163,029	-
Other Uses	1,700,715	50,852	1,700,715	-
Contingency	1,620,145	-	-	1,620,145
Unappropriated End Balance	4,970,966	-	-	4,970,966
<b>Total Expenditures</b>	<b>147,092,881</b>	<b>24,574,961</b>	<b>133,881,270</b>	<b>13,211,611</b>
<b>PERIOD NET ACTIVITY</b>		<b>(21,616,231)</b>		
<b>PROJECTED ENDING FUND BALANCE</b>			<b>16,075,308</b>	
(Total Resources minus Requirements)				-
<b>PROJ ACTUAL SPEND DOWN/ (ADD BACK) IN CASH RESERVE</b>			<b>1,757,153</b>	

- Notes :**
- 1) Beginning Balance is actual after audit.
  - 2) Revenues estimate is based on ODE projection as of 1/31/2020  
 Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, and  
 Total ADMw incl Charters: 14,402.16
  - 2) Expenditures estimate is based on actuals to date and projected summer payroll and project costs.
  - 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 For the Period 06/01/2020 through 06/30/2020**

Fiscal Year: 2019-2020

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 (+)	\$15,090,000.00	\$0.00	\$17,832,460.53	(\$2,742,460.53)	\$0.00	(\$2,742,460.53)	-18.2%
Local Sources (+)	\$28,436,712.00	\$917,147.99	\$29,110,769.68	(\$674,057.68)	\$0.00	(\$674,057.68)	-2.4%
Intermediate (+)	\$1,896,800.00	\$1,459,373.26	\$1,846,227.62	\$50,572.38	\$0.00	\$50,572.38	2.7%
State (+)	\$101,604,369.00	\$570,214.84	\$101,114,109.94	\$490,259.06	\$0.00	\$490,259.06	0.5%
Federal (+)	\$65,000.00	\$11,994.20	\$53,008.62	\$11,991.38	\$0.00	\$11,991.38	18.4%
Sub-total : Revenues	\$147,092,881.00	\$2,958,730.29	\$149,956,576.39	(\$2,863,695.39)	\$0.00	(\$2,863,695.39)	1.9%
<b>Total : INCOME</b>	\$147,092,881.00	\$2,958,730.29	\$149,956,576.39	(\$2,863,695.39)	\$0.00	(\$2,863,695.39)	1.9%
<b>EXPENSES</b>							
Expenditures							
Instruction (-)	\$83,425,777.00	\$17,207,507.14	\$80,510,716.72	\$2,915,060.28	\$111.09	\$2,914,949.19	3.5%
Support Services (-)	\$55,212,249.00	\$7,396,099.25	\$48,848,000.31	\$6,364,248.69	\$315,299.04	\$6,048,949.65	11.0%
Enterprise & Community (-)	\$163,029.00	(\$79,497.62)	\$33,217.64	\$129,811.36	\$0.00	\$129,811.36	79.6%
Facilities Acquisition and Construction (-)	\$0.00	\$0.00	\$0.00	\$0.00	\$129,291.83	(\$129,291.83)	0.0%
Other Uses Transfers (-)	\$1,700,715.00	\$50,852.46	\$1,605,852.46	\$94,862.54	\$0.00	\$94,862.54	5.6%
Operating Contingency (-)	\$1,620,145.00	\$0.00	\$0.00	\$1,620,145.00	\$0.00	\$1,620,145.00	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	(\$147,092,881.00)	(\$24,574,961.23)	(\$130,997,787.13)	(\$16,095,093.87)	(\$444,701.96)	(\$15,650,391.91)	10.6%
<b>Total : EXPENSES</b>	(\$147,092,881.00)	(\$24,574,961.23)	(\$130,997,787.13)	(\$16,095,093.87)	(\$444,701.96)	(\$15,650,391.91)	10.6%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	(\$21,616,230.94)	\$18,958,789.26	(\$18,958,789.26)	(\$444,701.96)	(\$18,514,087.30)	0.0%

End of Report

**Multnomah County School District #7**

**FINANCIAL STATEMENT - General Fund by Object For the Period 06/01/2020 through 06/30/2020**

Fiscal Year: 2019-2020

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 (+)	\$15,090,000.00	\$0.00	\$17,832,460.53	(\$2,742,460.53)	\$0.00	(\$2,742,460.53)	-18.2%
Local Sources (+)	\$28,436,712.00	\$917,147.99	\$29,110,769.68	(\$674,057.68)	\$0.00	(\$674,057.68)	-2.4%
Intermediate (+)	\$1,896,800.00	\$1,459,373.26	\$1,846,227.62	\$50,572.38	\$0.00	\$50,572.38	2.7%
State (+)	\$101,604,369.00	\$570,214.84	\$101,114,109.94	\$490,259.06	\$0.00	\$490,259.06	0.5%
Federal (+)	\$65,000.00	\$11,994.20	\$53,008.62	\$11,991.38	\$0.00	\$11,991.38	18.4%
Sub-total : Revenues	\$147,092,881.00	\$2,958,730.29	\$149,956,576.39	(\$2,863,695.39)	\$0.00	(\$2,863,695.39)	1.9%
<b>Total : INCOME</b>	\$147,092,881.00	\$2,958,730.29	\$149,956,576.39	(\$2,863,695.39)	\$0.00	(\$2,863,695.39)	1.9%
<b>EXPENSES</b>							
Expenditures							
Salaries (-)	\$64,658,883.39	\$11,710,923.50	\$60,585,311.25	\$4,073,572.14	\$0.00	\$4,073,572.14	6.3%
Benefits (-)	\$39,070,761.62	\$7,366,704.76	\$35,585,440.76	\$3,485,320.86	\$0.00	\$3,485,320.86	8.9%
Purchased Services (-)	\$26,180,633.58	\$3,563,254.01	\$26,306,256.26	(\$125,622.68)	\$295,337.11	(\$420,959.79)	-1.6%
Supplies and Materials (-)	\$5,479,362.32	\$913,934.29	\$4,139,853.36	\$1,339,508.96	\$5,742.27	\$1,333,766.69	24.3%
Capital Outlay (-)	\$2,150,710.00	\$951,375.98	\$1,598,544.84	\$552,165.16	\$143,622.58	\$408,542.58	19.0%
Other Objects (-)	\$1,546,419.09	\$17,916.23	\$1,376,528.20	\$169,890.89	\$0.00	\$169,890.89	11.0%
Transfers (-)	\$1,415,000.00	\$50,852.46	\$1,405,852.46	\$9,147.54	\$0.00	\$9,147.54	0.6%
Contingencies (-)	\$1,620,145.00	\$0.00	\$0.00	\$1,620,145.00	\$0.00	\$1,620,145.00	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	(\$147,092,881.00)	(\$24,574,961.23)	(\$130,997,787.13)	(\$16,095,093.87)	(\$444,701.96)	(\$15,650,391.91)	10.6%
<b>Total : EXPENSES</b>	(\$147,092,881.00)	(\$24,574,961.23)	(\$130,997,787.13)	(\$16,095,093.87)	(\$444,701.96)	(\$15,650,391.91)	10.6%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	(\$21,616,230.94)	\$18,958,789.26	(\$18,958,789.26)	(\$444,701.96)	(\$18,514,087.30)	0.0%

End of Report

Operating Statement with Encumbrance



**Fiscal Year 2019 - 2020**  
**June 2020 Board Report - Estimated Annual**  
**June 2019 and 2020 Respectively**  
*As of September 8, 2020*

<b>GENERAL FUND</b>								
	<b>FY 2018-19</b>				<b>FY 2019-20</b>			
	Revised Budget	6/30/2019 MTD	Fiscal Year Projected	Monthly %	Working Budget	6/30/2020 MTD	Fiscal Year Projected	Monthly %
<b>RESOURCES</b>								
Beginning Balance	9,894,588	-	13,620,764	0.0%	15,090,000	-	17,832,461	0.0%
Local Sources	27,575,939	1,354,140	29,273,617	4.9%	28,436,712	917,148	29,110,770	3.2%
Intermediate Sources	2,157,805	-	394,539	0.0%	1,896,800	1,459,373	1,846,228	76.9%
State Sources	96,033,527	637,066	99,229,043	0.7%	101,604,369	570,215	101,114,110	0.6%
Federal Sources	75,000	6,338	62,436	8.5%	65,000	11,994	53,009	18.5%
Other Financing Source	-	-	-		-	-	-	
<b>Total Resources</b>	<b>135,736,859</b>	<b>1,997,543</b>	<b>142,580,399</b>	<b>1.5%</b>	<b>147,092,881</b>	<b>2,958,730</b>	<b>149,956,578</b>	<b>2.0%</b>
<b>REQUIREMENTS</b>								
Instruction	76,896,680	18,080,629	76,211,460	23.5%	83,425,777	17,207,507	79,441,875	20.6%
Support Services	50,559,312	7,878,807	46,402,070	15.6%	55,212,249	7,396,099	52,575,651	13.4%
Community Services	258,288	16,196	177,832	6.3%	163,029	(79,498)	163,029	-48.8%
Other Uses	2,051,613	-	1,956,577	0.0%	1,700,715	50,852	1,700,715	3.0%
Contingency	1,000,000	-	-	0.0%	1,620,145	-	-	0.0%
Unappropriated End Balance	4,970,966	-	-	0.0%	4,970,966	-	-	0.0%
<b>Total Expenditures</b>	<b>135,736,859</b>	<b>25,975,632</b>	<b>124,747,939</b>	<b>19.1%</b>	<b>147,092,881</b>	<b>24,574,961</b>	<b>133,881,270</b>	<b>16.7%</b>
<b>PERIOD NET ACTIVITY</b>		<u>(23,978,089)</u>				<u>(21,616,231)</u>		
<b>PROJECTED ENDING FUND BALANCE</b>			<u>17,832,461</u>				<u>16,075,308</u>	
<b>AVAILABLE PROJECTED ENDING FUND BALANCE</b>			<u>17,832,461</u>				<u>16,075,308</u>	
<b>PROJ. ACTUAL SPEND DOWN/(ADD BACK) IN CASH RESERVE</b>			<u>(4,211,697)</u>				<u>1,757,153</u>	

Beginning Fund Balance - Projected Ending Fund Balance = Proj. Actual Spend Down/(Add Back)



**Fiscal Year 2019-20**  
 Board Report by Major Object  
*As of September 8, 2020*

**Two Year Comparison as of Month Ending June 2019 and 2020 Respectively**

<b>GENERAL FUND</b>				
	<b>2018-19 EST YTD Jul - June</b>	<b>2019-20 EST YTD Jul - June</b>	<b>Compare to Prior Year Jul - June</b>	<b>Change %</b>
<b>REVENUES</b>			<u>+ / (-)</u>	<u>+ / (-)</u>
Local Sources	29,273,617	29,110,770	(162,847)	-0.6%
Intermediate Sources	394,539	1,846,228	1,451,689	0.0%
State Sources	99,229,043	101,114,110	1,885,067	1.9%
Federal Sources	62,436	53,009	(9,427)	-15.1%
Debt Financing Source	-	-	-	0.0%
<b>Total Revenues</b>	<b><u>128,959,635</u></b>	<b><u>132,124,116</u></b>	<b><u>3,164,480</u></b>	<b><u>2.5%</u></b>
<b>EXPENDITURES</b>			<u>+ / (-)</u>	<u>+ / (-)</u>
Salaries	58,980,489	60,585,311	1,604,823	2.7%
Benefits/Employer Costs	33,468,868	35,585,441	2,116,573	6.3%
Purchased Services	23,333,616	26,306,256	2,972,640	12.7%
Supplies and Materials	4,360,736	4,139,853	(220,882)	-5.1%
Capital Outlay	1,465,352	1,598,545	133,193	9.1%
Other Objects (Debts, Dues & Fees)	1,504,612	1,376,528	(128,084)	-8.5%
Transfers	1,634,267	1,405,852	(228,414)	0.0%
<b>Total Expenditures</b>	<b><u>124,747,939</u></b>	<b><u>130,997,787</u></b>	<b><u>6,249,848</u></b>	<b><u>5.0%</u></b>
<b>PERIOD NET ACTIVITY</b>	<b><u>4,211,697</u></b>	<b><u>1,126,329</u></b>	<b><u>(3,085,368)</u></b>	<b><u>-73.3%</u></b>



## REYNOLDS SCHOOL DISTRICT Fiscal Year 2019-20 GENERAL FUND

Monthly Projections - for June 30, 2020 as of September 8, 2020

### REVENUES

	Working Budget 2019-20	TOTAL Projected FY 2019-20	Projected FY 2019-20 Difference	* Actuals  July 2019 to June 2020	TOTAL Projected FY 2019-20
			(Under) / Over		
Local (Taxes, Misc)	28,436,712	29,110,770	674,058	29,110,770	29,110,770
Intermediate	1,896,800	1,846,228	(50,572)	1,846,228	1,846,228
State	101,604,369	101,114,110	(490,259)	101,114,110	101,114,110
Federal	65,000	53,009	(11,991)	53,009	53,009
<b>Total Revenues</b>	<b>132,002,881</b>	<b>132,124,117</b>	<b>121,236</b>	<b>132,124,116</b>	<b>132,124,116</b>

### EXPENDITURES

	Working Budget 2019-20	TOTAL Projected FY 2019-20	Projected FY 2019-20 Difference	* Actuals  July 2019 to June 2020	TOTAL Projected FY 2019-20
			Under / (Over)		
Salaries	64,658,883	60,585,311	4,073,572	60,585,311	60,585,311
Associated Payroll Costs	39,070,762	35,685,441	3,385,321	35,685,441	35,685,441
Purchased Services	26,180,634	28,306,256	(2,125,622)	26,306,256	28,306,256
Supplies and Materials	5,479,362	4,289,853	1,189,509	4,139,853	4,289,853
Capital Outlay	2,150,710	2,098,545	52,165	1,598,545	2,098,545
Other (Debts, Dues & Fees)	1,546,419	1,510,012	36,407	1,376,528	1,510,012
Transfers	1,415,000	1,405,852	9,148	1,405,852	1,405,852
<b>Total Expenditures</b>	<b>140,501,770</b>	<b>133,881,270</b>	<b>6,620,500</b>	<b>130,997,787</b>	<b>133,881,271</b>

### SURPLUS / (DEFICIT)

	(8,498,889)	(1,757,153)	6,741,736
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*(Revenues minus Expenditures)*

### Beg. Fund Balance

	15,090,000	17,832,461	2,742,461
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### End Fund Balance

	6,591,111	16,075,308	9,484,197
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*(Sum of Surplus/Deficit and Beg. Fund Balance)*

#### Assumptions: FY 19-20

**Revenues:** ODE estimates as of 03/25/2020 - Based on \$9 Billion Legislative Approved Budget with 49/51 split, total ADMw: 14,402.16 19-20 est. (inc Charters)

**Expenditures:** Estimate is a preliminary amount until Audit is completed

**Beginning Fund Balance :** Audited amount

\*Source of Actual figures - iVisions financial accounting system

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



## Fiscal Year 2019 - 2020

### 2015 Capital Bond Projects June 2020 Board Report - Estimated Annual

*As of September 8, 2020*

## BOND CAPITAL PROJECTS FUND

	Working Budget	6/30/2020 MTD	Fiscal YTD	Fiscal Year Projected	Budget Versus FY Projected
<b>RESOURCES</b>					<b>(Under) / Over</b>
Beginning Balance	5,500,000	-	4,133,897	4,133,897	(1,366,103)
Bond Sale Proceeds	-	2,054,952	2,054,952	2,054,952	2,054,952
Local Sources <i>(Incl. Interest Earnings)</i>	75,000	-	72,849	72,849	(2,151.15)
					-
<b>Total Resources</b>	<b>5,575,000</b>	<b>2,054,952</b>	<b>6,261,698</b>	<b>6,261,698</b>	686,698
<b>REQUIREMENTS</b>					<b>Under / (Over)</b>
Salaries	6,500	-	158	158	6,342
Employer Costs/Benefits	-	-	50	50	(50)
Purchased Services	1,000,330	18,904	432,350	700,000	300,330
Supplies and Materials	884,245	10,213	366,767	500,000	384,245
Capital Outlay	3,683,925	90,486	2,937,527	3,000,000	683,925
Other Objects	-	51,720	51,826	51,826	(51,826)
Contingencies	-	-	-	-	-
					-
<b>Total Expenditures</b>	<b>5,575,000</b>	<b>171,323</b>	<b>3,788,678</b>	<b>4,252,034</b>	<b>1,316,674</b>
<b>PERIOD NET ACTIVITY</b>		<b>1,883,629</b>	<b>2,473,020</b>		
<b>PROJECTED ENDING FUND BALANCE-ROLL TO 2020-21</b>				<b>2,009,664</b>	
(Total Resources minus Requirements)					

**Notes :**

- 1) Beginning Balance is a pre-audit estimate based on budgeted Beginning Balance.
- 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 For the Period 06/01/2020 through 06/30/2020

Fiscal Year: 2019-2020

	<u>06/01/2020 - 06/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$4,133,897.49	\$3,500,000.00	(\$633,897.49)	118.1%
Local Sources (+)	\$0.00	\$72,848.85	\$75,000.00	\$2,151.15	97.1%
Bond Proceeds (+)	\$2,054,952.00	\$2,054,952.00	\$2,000,000.00	(\$54,952.00)	102.7%
Sub-total : Revenues	\$2,054,952.00	\$6,261,698.34	\$5,575,000.00	(\$686,698.34)	112.3%
<b>Total : INCOME</b>	\$2,054,952.00	\$6,261,698.34	\$5,575,000.00	(\$686,698.34)	112.3%
<b>EXPENSES</b>					
Expenditures					
Facilities Acquisition & Construction (-)	\$171,323.11	\$3,788,677.94	\$5,575,000.00	\$1,786,322.06	68.0%
Sub-total : Expenditures	(\$171,323.11)	(\$3,788,677.94)	(\$5,575,000.00)	(\$1,786,322.06)	68.0%
<b>Total : EXPENSES</b>	(\$171,323.11)	(\$3,788,677.94)	(\$5,575,000.00)	(\$1,786,322.06)	68.0%
<b>NET ADDITION/(DEFICIT)</b>	\$1,883,628.89	\$2,473,020.40	\$0.00	(\$2,473,020.40)	0.0%

End of Report

## Multnomah County School District #7

### 2015 Bond Capital Fund Report by Object For the Period 06/01/2020 through 06/30/2020

Fiscal Year: 2019-2020

	<u>06/01/2020 - 06/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$4,133,897.49	\$3,500,000.00	(\$633,897.49)	118.1%
Local Sources (+)	\$0.00	\$72,848.85	\$75,000.00	\$2,151.15	97.1%
Bond Proceeds (+)	\$2,054,952.00	\$2,054,952.00	\$2,000,000.00	(\$54,952.00)	102.7%
Sub-total : Revenues	\$2,054,952.00	\$6,261,698.34	\$5,575,000.00	(\$686,698.34)	112.3%
<b>Total : INCOME</b>	\$2,054,952.00	\$6,261,698.34	\$5,575,000.00	(\$686,698.34)	112.3%
<b>EXPENSES</b>					
Expenditures					
Salaries (-)	\$0.00	\$158.18	\$6,500.00	\$6,341.82	2.4%
Benefits (-)	\$0.00	\$49.52	\$0.00	(\$49.52)	0.0%
Purchased Services (-)	\$18,904.07	\$432,349.68	\$1,000,330.00	\$567,980.32	43.2%
Supplies and Materials (-)	\$10,212.75	\$366,767.07	\$884,245.00	\$517,477.93	41.5%
Capital Outlay (-)	\$90,486.46	\$2,937,527.01	\$3,683,925.00	\$746,397.99	79.7%
Other Objects (-)	\$51,719.83	\$51,826.48	\$0.00	(\$51,826.48)	0.0%
Sub-total : Expenditures	(\$171,323.11)	(\$3,788,677.94)	(\$5,575,000.00)	(\$1,786,322.06)	68.0%
<b>Total : EXPENSES</b>	(\$171,323.11)	(\$3,788,677.94)	(\$5,575,000.00)	(\$1,786,322.06)	68.0%
<b>NET ADDITION/(DEFICIT)</b>	\$1,883,628.89	\$2,473,020.40	\$0.00	(\$2,473,020.40)	0.0%

End of Report



**Fiscal Year 2020-21**  
**August 2020 Board Report - Estimated Annual**

**GENERAL FUND**

	<b>Working Budget</b>	<b>8/31/2020 MTD</b>	<b>Fiscal Year Projected*</b>	<b>Budget Versus FY Projected</b>
<b>RESOURCES</b>				<b>(Under) / Over</b>
Beginning Balance	14,230,218	-	16,075,308	1,845,090
Local Sources	29,887,141	23,240	29,887,141	-
Intermediate Sources	1,001,800	-	1,001,800	-
State Sources	104,883,164	8,523,454	101,234,488	(3,648,676)
Federal Sources	65,000	3,162	69,702	4,702
				-
<b>Total Resources</b>	<b>150,067,323</b>	<b>8,549,856</b>	<b>148,268,439</b>	<b>(1,798,884)</b>
<b>REQUIREMENTS</b>				<b>Under / (Over)</b>
Instruction	83,220,180	909,725	83,462,896	(242,716)
Support Services	56,216,054	2,147,059	56,380,011	(163,957)
Community Services	170,610	-	170,610	-
Other Uses	3,869,368	-	1,631,853	2,237,515
Contingency	1,620,145	-	-	1,620,145
Unappropriated End Balance	4,970,966	-	-	4,970,966
				-
<b>Total Expenditures</b>	<b>150,067,323</b>	<b>3,056,784</b>	<b>141,645,370</b>	<b>8,421,953</b>
<b>PERIOD NET ACTIVITY</b>		<b>5,493,072</b>		
<b>PROJECTED ENDING FUND BALANCE</b>			<b>6,623,069</b>	
(Total Resources minus Requirements)				-
<b>PROJ ACTUAL SPEND DOWN/ (ADD BACK) IN CASH RESERVE</b>			<b>9,452,239</b>	

**Notes :**

- 1) *Beginning Balance is a pre-audit estimate.*
- 2) *Revenues estimate is based on ODE projection as of 6/26/2020  
 Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, and  
 Total ADMw incl Charters: 14,497.54*
- 2) *Expenditures estimate is based on actuals to date and projected summer payroll and project costs.*
- 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 For the Period 08/01/2020 through 08/31/2020**

Fiscal Year: 2020-2021

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 (+)	\$14,230,218.00	\$0.00	\$0.00	\$14,230,218.00	\$0.00	\$14,230,218.00	100.0%
Local Sources (+)	\$29,887,141.00	\$23,240.15	\$41,923.36	\$29,845,217.64	\$0.00	\$29,845,217.64	99.9%
Intermediate (+)	\$1,001,800.00	\$0.00	\$0.00	\$1,001,800.00	\$0.00	\$1,001,800.00	100.0%
State (+)	\$104,883,164.00	\$8,523,454.00	\$25,580,595.00	\$79,302,569.00	\$0.00	\$79,302,569.00	75.6%
Federal (+)	\$65,000.00	\$3,161.90	\$6,323.80	\$58,676.20	\$0.00	\$58,676.20	90.3%
Sub-total : Revenues	\$150,067,323.00	\$8,549,856.05	\$25,628,842.16	\$124,438,480.84	\$0.00	\$124,438,480.84	82.9%
<b>Total : INCOME</b>	\$150,067,323.00	\$8,549,856.05	\$25,628,842.16	\$124,438,480.84	\$0.00	\$124,438,480.84	82.9%
<b>EXPENSES</b>							
Expenditures							
Instruction (-)	\$83,220,180.00	\$909,725.27	\$2,645,817.98	\$80,574,362.02	\$66,104,730.45	\$14,469,631.57	17.4%
Support Services (-)	\$56,216,054.00	\$2,147,058.71	\$4,292,297.84	\$51,923,756.16	\$33,350,488.02	\$18,573,268.14	33.0%
Enterprise & Community (-)	\$170,610.00	\$0.00	\$0.00	\$170,610.00	\$151,599.71	\$19,010.29	11.1%
Other Uses Transfers (-)	\$3,869,368.00	\$0.00	\$200,000.00	\$3,669,368.00	\$0.00	\$3,669,368.00	94.8%
Operating Contingency (-)	\$1,620,145.00	\$0.00	\$0.00	\$1,620,145.00	\$0.00	\$1,620,145.00	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	(\$150,067,323.00)	(\$3,056,783.98)	(\$7,138,115.82)	(\$142,929,207.18)	(\$99,606,818.18)	(\$43,322,389.00)	28.9%
<b>Total : EXPENSES</b>	(\$150,067,323.00)	(\$3,056,783.98)	(\$7,138,115.82)	(\$142,929,207.18)	(\$99,606,818.18)	(\$43,322,389.00)	28.9%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	\$5,493,072.07	\$18,490,726.34	(\$18,490,726.34)	(\$99,606,818.18)	\$81,116,091.84	0.0%

End of Report

**Multnomah County School District #7**

**FINANCIAL STATEMENT - General Fund by Object For the Period 08/01/2020 through 08/31/2020**

Fiscal Year: 2020-2021

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 (+)	\$14,230,218.00	\$0.00	\$0.00	\$14,230,218.00	\$0.00	\$14,230,218.00	100.0%
Local Sources (+)	\$29,887,141.00	\$23,240.15	\$41,923.36	\$29,845,217.64	\$0.00	\$29,845,217.64	99.9%
Intermediate (+)	\$1,001,800.00	\$0.00	\$0.00	\$1,001,800.00	\$0.00	\$1,001,800.00	100.0%
State (+)	\$104,883,164.00	\$8,523,454.00	\$25,580,595.00	\$79,302,569.00	\$0.00	\$79,302,569.00	75.6%
Federal (+)	\$65,000.00	\$3,161.90	\$6,323.80	\$58,676.20	\$0.00	\$58,676.20	90.3%
Sub-total : Revenues	\$150,067,323.00	\$8,549,856.05	\$25,628,842.16	\$124,438,480.84	\$0.00	\$124,438,480.84	82.9%
<b>Total : INCOME</b>	\$150,067,323.00	\$8,549,856.05	\$25,628,842.16	\$124,438,480.84	\$0.00	\$124,438,480.84	82.9%
<b>EXPENSES</b>							
Expenditures							
Salaries (-)	\$65,552,799.00	\$1,228,010.84	\$2,131,221.07	\$63,421,577.93	\$57,051,464.36	\$6,370,113.57	9.7%
Benefits (-)	\$39,601,902.30	\$691,329.66	\$1,220,005.99	\$38,381,896.31	\$31,676,810.54	\$6,705,085.77	16.9%
Purchased Services (-)	\$25,432,326.50	\$961,963.88	\$2,632,753.41	\$22,799,573.09	\$8,223,569.75	\$14,576,003.34	57.3%
Supplies and Materials (-)	\$5,213,529.20	\$164,698.48	\$591,039.79	\$4,622,489.41	\$1,096,203.14	\$3,526,286.27	67.6%
Capital Outlay (-)	\$2,452,177.00	\$0.00	\$0.00	\$2,452,177.00	\$1,529,631.39	\$922,545.61	37.6%
Other Objects (-)	\$1,687,565.00	\$10,781.12	\$563,095.56	\$1,124,469.44	\$29,139.00	\$1,095,330.44	64.9%
Transfers (-)	\$3,535,913.00	\$0.00	\$0.00	\$3,535,913.00	\$0.00	\$3,535,913.00	100.0%
Contingencies (-)	\$1,620,145.00	\$0.00	\$0.00	\$1,620,145.00	\$0.00	\$1,620,145.00	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	(\$150,067,323.00)	(\$3,056,783.98)	(\$7,138,115.82)	(\$142,929,207.18)	(\$99,606,818.18)	(\$43,322,389.00)	28.9%
<b>Total : EXPENSES</b>	(\$150,067,323.00)	(\$3,056,783.98)	(\$7,138,115.82)	(\$142,929,207.18)	(\$99,606,818.18)	(\$43,322,389.00)	28.9%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	\$5,493,072.07	\$18,490,726.34	(\$18,490,726.34)	(\$99,606,818.18)	\$81,116,091.84	0.0%

End of Report

Operating Statement with Encumbrance



**Fiscal Year 2020-21**  
**August 2020 Board Report - Estimated Annual**  
**August 2019 and 2020 Respectively**

<b>GENERAL FUND</b>								
<b>FY 2019-20</b>				<b>FY 2020-21</b>				
<b>Revised Budget</b>	<b>8/31/2019 MTD</b>	<b>Fiscal Year Projected</b>	<b>Monthly %</b>	<b>Working Budget</b>	<b>8/31/2020 MTD</b>	<b>Fiscal Year Projected</b>	<b>Monthly %</b>	
<b>RESOURCES</b>								
Beginning Balance	12,200,000	-	17,000,000	0.0%	14,230,218	-	16,075,308	0.0%
Local Sources	28,436,712	193,545	28,436,712	0.7%	29,887,141	23,240	29,887,141	0.1%
Intermediate Sources	1,896,800	-	1,896,800	0.0%	1,001,800	-	1,001,800	0.0%
State Sources	101,604,369	8,146,663	100,375,460	8.0%	104,883,164	8,523,454	101,234,488	8.1%
Federal Sources	65,000	1,791	76,053	2.8%	65,000	3,162	69,702	4.9%
Other Financing Source	-	-	-		-	-	-	
<b>Total Resources</b>	<b>144,202,881</b>	<b>8,341,999</b>	<b>147,785,025</b>	<b>5.8%</b>	<b>150,067,323</b>	<b>8,549,856</b>	<b>148,268,439</b>	<b>5.7%</b>
<b>REQUIREMENTS</b>								
Instruction	82,025,777	2,199,023	81,289,887	2.7%	83,220,180	909,725	83,462,896	1.1%
Support Services	53,722,249	3,204,051	53,240,283	6.0%	56,216,054	2,147,059	56,380,011	3.8%
Community Services	163,029	-	163,029	0.0%	170,610	-	170,610	0.0%
Other Uses	1,700,715	-	1,700,715	0.0%	3,869,368	-	1,631,853	0.0%
Contingency	1,620,145	-	-	0.0%	1,620,145	-	-	0.0%
Unappropriated End Balance	4,970,966	-	-	0.0%	4,970,966	-	-	0.0%
<b>Total Expenditures</b>	<b>144,202,881</b>	<b>5,403,074</b>	<b>136,393,914</b>	<b>3.7%</b>	<b>150,067,323</b>	<b>3,056,784</b>	<b>141,645,370</b>	<b>2.0%</b>
<b>PERIOD NET ACTIVITY</b>		<u>2,938,925</u>				<u>5,493,072</u>		
<b>PROJECTED ENDING FUND BALANCE</b>			<u>11,391,111</u>				<u>6,623,069</u>	
<b>AVAILABLE PROJECTED ENDING FUND BALANCE</b>			<u>11,391,111</u>				<u>6,623,069</u>	
<b>PROJ. ACTUAL SPEND DOWN/(ADD BACK) IN CASH RESERVE</b>			<b>5,608,889</b>				<b>9,452,239</b>	

Beginning Fund Balance - Projected Ending Fund Balance = Proj. Actual Spend Down/(Add Back)



**Fiscal Year 2020-21**  
Board Report by **Major Object**

**Two Year Comparison as of Month Ending August 2019 and 2020 Respectively**

<b>GENERAL FUND</b>				
	<b>2019-20 EST YTD July - August</b>	<b>2020-21 EST YTD July - August</b>	<b>Compare to Prior Year July - August</b>	<b>Change %</b>
<b>REVENUES</b>			<u>+/(-)</u>	<u>+/(-)</u>
Local Sources	248,156	41,923	(206,232)	-83.1%
Intermediate Sources	-	-	-	0.0%
State Sources	25,207,358	25,580,595	373,237	1.5%
Federal Sources	8,129	6,324	(1,805)	-22.2%
Debt Financing Source	-	-	-	0.0%
<b>Total Revenues</b>	<b><u>25,463,642</u></b>	<b><u>25,628,842</u></b>	<b><u>165,200</u></b>	<b><u>0.6%</u></b>
<b>EXPENDITURES</b>			<u>+/(-)</u>	<u>+/(-)</u>
Salaries	2,253,322	2,131,221	(122,101)	-5.4%
Benefits/Employer Costs	1,293,111	1,220,006	(73,105)	-5.7%
Purchased Services	2,881,611	2,632,753	(248,857)	-8.6%
Supplies and Materials	274,419	591,040	316,620	115.4%
Capital Outlay	-	-	-	0.0%
Other Objects (Debts, Dues & Fees)	1,148,713	563,096	(585,618)	-51.0%
Transfers	-	-	-	0.0%
<b>Total Expenditures</b>	<b><u>7,851,176</u></b>	<b><u>7,138,116</u></b>	<b><u>(713,061)</u></b>	<b><u>-9.1%</u></b>
<b>PERIOD NET ACTIVITY</b>	<b><u>17,612,466</u></b>	<b><u>18,490,726</u></b>	<b><u>878,260</u></b>	<b><u>5.0%</u></b>



**REYNOLDS SCHOOL DISTRICT**  
**Fiscal Year 2020-21**  
**GENERAL FUND**  
**Monthly Projections - As of August 31, 2020**

	Budget 2020-21	TOTAL Projected FY 2020-21	Projected FY 2020-21 Difference	* Actuals												TOTAL Projected FY 2020-21
				July-Aug 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021		
<b>REVENUES</b>																
	(Under) / Over															
Local (Taxes, Misc)	29,887,141	29,887,141	0	41,923	176,345	226,088	23,389,983	2,944,954	527,789	315,429	825,282	222,290	340,588	876,470	29,887,141	
Intermediate	1,001,800	1,001,800	-	-	-	-	-	142,637	-	-	713,821	141,438	1,164	2,741	1,001,800	
State	104,883,164	101,234,488	(3,648,676)	25,580,595	8,455,348	8,146,663	8,146,663	8,146,663	9,047,679	8,146,663	8,146,663	8,146,663	8,678,557	592,331	101,234,488	
Federal	65,000	69,702	4,702	6,324	6,338	6,338	6,338	6,338	6,338	6,338	6,338	6,338	6,338	6,338	69,702	
<b>Total Revenues</b>	<b>135,837,105</b>	<b>132,193,131</b>	<b>(3,643,974)</b>	<b>25,628,842</b>	<b>8,638,031</b>	<b>8,379,088</b>	<b>31,542,983</b>	<b>11,240,591</b>	<b>9,581,805</b>	<b>8,468,430</b>	<b>9,692,104</b>	<b>8,516,728</b>	<b>9,026,647</b>	<b>1,477,880</b>	<b>132,193,131</b>	
<b>EXPENDITURES</b>																
	(Under) / (Over)															
Salaries	65,552,799	64,680,768	872,031	2,131,221	5,470,390	5,553,153	5,553,590	5,453,461	5,602,552	5,577,026	5,421,009	5,393,689	5,561,202	12,963,475	64,680,768	
Associated Payroll Costs	39,601,902	39,222,873	379,029	1,220,006	3,311,835	3,347,227	3,406,613	3,407,563	3,567,383	3,345,839	3,414,152	3,399,410	3,465,229	7,337,616	39,222,873	
Purchased Services	25,469,923	25,262,839	207,084	2,632,753	1,527,084	1,520,601	1,856,873	2,004,910	2,623,970	1,619,687	2,549,552	2,635,020	2,145,536	4,146,854	25,262,839	
Supplies and Materials	5,186,529	5,186,529	-	591,040	848,371	499,035	436,154	325,434	231,415	214,284	816,888	330,268	294,268	599,373	5,186,529	
Capital Outlay	2,452,177	2,452,177	-	-	769,428	13,256	211,118	2,813	164,761	375,337	84,656	245,660	250,000	335,148	2,452,177	
Other (Debts, Dues & Fees)	1,676,969	1,676,969	-	563,096	524,967	288,612	8,264	8,571	32,882	20,037	144,469	34,095	14,176	37,801	1,676,969	
Transfers	3,535,913	3,598,398	(62,485)	-	1,250,000	2,300,000	-	-	-	-	-	48,398	-	-	3,598,398	
<b>Total Expenditures</b>	<b>143,476,212</b>	<b>142,080,554</b>	<b>1,395,659</b>	<b>7,138,116</b>	<b>13,702,074</b>	<b>13,521,885</b>	<b>11,472,611</b>	<b>11,202,752</b>	<b>12,222,962</b>	<b>11,152,210</b>	<b>12,430,727</b>	<b>12,086,540</b>	<b>11,730,411</b>	<b>25,420,267</b>	<b>142,080,554</b>	
<b>SURPLUS / (DEFICIT)</b>																
	(Under) / (Over)															
<b>SURPLUS / (DEFICIT)</b>	<b>(7,639,107)</b>	<b>(9,887,423)</b>	<b>(2,248,315)</b>													
<i>(Revenues minus Expenditures)</i>																
<b>Assumptions: FY 2020-21</b>																
<b>Beg. Fund Balance</b>	<b>14,230,218</b>	<b>16,075,308</b>	<b>1,845,090</b>	<b>Revenues:</b> ODE estimates as of 6/26/2020 - Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, total ADMw: 14,497.54 2020-21 Estimate (including Cf <b>Expenditures:</b> Estimate is a preliminary amount pending September updates. <b>Beginning Fund Balance :</b> Pre-audit estimate based on updated 2020-21 estimated beginning fund balance.												
<b>End Fund Balance</b>	<b>6,591,111</b>	<b>6,187,885</b>	<b>(403,225)</b>													
<i>(Sum of Surplus/Deficit and Beg. Fund Balance)</i>																

\*Source of Actual figures - iVisions financial accounting system  
The projection is an estimate which can and may vary up to 10%



## Fiscal Year 2020-21

### 2015 Capital Bond Projects August 2020 Board Report - Estimated Annual

## BOND CAPITAL PROJECTS FUND

	Working Budget	8/31/2020 MTD	Fiscal YTD	Fiscal Year Projected	Budget Versus FY Projected
<b>RESOURCES</b>					<b>(Under) / Over</b>
Beginning Balance	2,892,700	-	-	2,009,664	(883,036)
Bond Sale Proceeds	-	-	-	0	-
Local Sources <i>(Incl. Interest Earnings)</i>	2,500	-	-	0	(2,500.00)
<b>Total Resources</b>	<b>2,895,200</b>	<b>-</b>	<b>-</b>	<b>2,009,664</b>	<b>(885,536)</b>
<b>REQUIREMENTS</b>					<b>Under / (Over)</b>
Salaries	-	-	-	-	-
Employer Costs/Benefits	-	-	-	-	-
Purchased Services	442,200	1,000	1,000	442,200	-
Supplies and Materials	52,500	-	-	52,500	-
Capital Outlay	2,400,500	-	-	1,514,964	885,536
Other Objects	-	-	-	-	-
Contingencies	-	-	-	-	-
<b>Total Expenditures</b>	<b>2,895,200</b>	<b>1,000</b>	<b>1,000</b>	<b>2,009,664</b>	<b>885,536</b>
<b>PERIOD NET ACTIVITY</b>		<b>(1,000)</b>	<b>(1,000)</b>		
<b>PROJECTED ENDING FUND BALANCE-ROLL TO 2020-21</b>				<b>-</b>	
(Total Resources minus Requirements)					

**Notes :**      1) *Beginning Balance is a pre-audit estimate based on budgeted Beginning Balance.*  
                   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 For the Period 08/01/2020 through 08/31/2020**

Fiscal Year: 2020-2021

	<u>08/01/2020 - 08/31/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$0.00	\$2,892,700.00	\$2,892,700.00	0.0%
Local Sources (+)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : Revenues	\$0.00	\$0.00	\$2,895,200.00	\$2,895,200.00	0.0%
<b>Total : INCOME</b>	\$0.00	\$0.00	\$2,895,200.00	\$2,895,200.00	0.0%
<b>EXPENSES</b>					
Expenditures					
Facilities Acquisition & Conststruction (-)	\$1,000.00	\$1,000.00	\$2,895,200.00	\$2,894,200.00	0.0%
Sub-total : Expenditures	(\$1,000.00)	(\$1,000.00)	(\$2,895,200.00)	(\$2,894,200.00)	0.0%
<b>Total : EXPENSES</b>	(\$1,000.00)	(\$1,000.00)	(\$2,895,200.00)	(\$2,894,200.00)	0.0%
<b>NET ADDITION/(DEFICIT)</b>	(\$1,000.00)	(\$1,000.00)	\$0.00	\$1,000.00	0.0%

**End of Report**

**Multnomah County School District #7**

**2015 Bond Capital Fund Report by Object For the Period 08/01/2020 through 08/31/2020**

Fiscal Year: 2020-2021

	<u>08/01/2020 - 08/31/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$0.00	\$2,892,700.00	\$2,892,700.00	0.0%
Local Sources (+)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : Revenues	\$0.00	\$0.00	\$2,895,200.00	\$2,895,200.00	0.0%
<b>Total : INCOME</b>	\$0.00	\$0.00	\$2,895,200.00	\$2,895,200.00	0.0%
<b>EXPENSES</b>					
Expenditures					
Purchased Services (-)	\$1,000.00	\$1,000.00	\$442,200.00	\$441,200.00	0.2%
Supplies and Materials (-)	\$0.00	\$0.00	\$52,500.00	\$52,500.00	0.0%
Capital Outlay (-)	\$0.00	\$0.00	\$2,400,500.00	\$2,400,500.00	0.0%
Sub-total : Expenditures	(\$1,000.00)	(\$1,000.00)	(\$2,895,200.00)	(\$2,894,200.00)	0.0%
<b>Total : EXPENSES</b>	(\$1,000.00)	(\$1,000.00)	(\$2,895,200.00)	(\$2,894,200.00)	0.0%
<b>NET ADDITION/(DEFICIT)</b>	(\$1,000.00)	(\$1,000.00)	\$0.00	\$1,000.00	0.0%

End of Report



To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject:** Consent Agenda

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

- A. Approval of Personnel Order
  - I. Superintendent's Action Plan
- B. Approval of Resolution 2020-2021-004 Proclaiming the Second Monday of October as Indigenous People's Day
- C. Approval of Resolution 2020-2021-005 Proclaiming the Celebration of National Principals Month
- D. Approval of Resolution 2020-2021-006 Proclaiming the Celebration of National Bullying Prevention Month and LGBTQ+ History Month
- E. Approval of Resolution 2020-2021-007 Proclaiming the Celebration of National School Lunch Week
- F. Approval of 2020 Extended School Year and K-12 Therapeutic School Contract with Serendipity Center, Inc
- G. Approval of Contracting with Trillium Family Services for Mental Health and Education Support Services
- H. Approval of an IGA between Reynolds School District and Portland Public Schools on Behalf of the Columbia Regional Program

**Staff Recommendation:**

Staff recommends the Board approve all Consent Agenda items as presented.

**Motion:**

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I move that the Board approve all Consent Agenda items as presented.

- A. Approval of Personnel Order
  - i. Superintendent's Action Plan
- B. Approval of Resolution 2020-2021-004 Proclaiming the Second Monday of October as Indigenous Peoples' Day 100



**RESOLUTION #2020-2021-004**

**PROCLAIMING THE SECOND MONDAY OF OCTOBER  
AS INDIGENOUS PEOPLES' DAY**

**WHEREAS**, the Reynolds School Board of Education ("Board"), recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

**WHEREAS**, the Board values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has substantially shaped our district; and

**WHEREAS**, the Board has established that each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community; and

**WHEREAS**, the Board recognizes the fact that the Reynolds School District is built upon the homelands, villages, and traditional use areas of the Multnomah and Clackamas Chinookan of this region, without whom the building of the District would not be possible; and

**WHEREAS**, The Reynolds School District ("District"), through its Equity Policy, is committed to creating welcoming school environments and recognizing diversity and appreciation of culture, class, language, ethnicity, and other differences; and

**WHEREAS**, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

**WHEREAS**, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations; and

**WHEREAS**, the Oregon American Indian/Alaska Native State Plan mandates that the public schools of our District teach about the history, culture, contemporary lives, and governments of the Indigenous peoples of the Americas, with special emphasis on those from Oregon and across the Pacific Northwest.

**NOW, THEREFORE, BE IT RESOLVED** that the Reynolds School Board of Directors proclaims every second Monday of October as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of the Indigenous Peoples of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples

elsewhere. Appropriate District calendars and websites shall reference the second Monday of October as Indigenous Peoples' Day.

The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

Adopted this 23<sup>rd</sup> day of September 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk





**RESOLUTION #2020-2021-005**

**PROCLAIMING THE CELEBRATION OF  
NATIONAL PRINCIPALS MONTH**

**WHEREAS**, the Reynolds School Board has declared the month of October 2020 as "National Principals Month" in coordination with the efforts of the National Association of Elementary School Principals, the American Federation of School Administrators, and the National Association of Secondary School Principals, working with the U.S. Congress, to designate "National Principals Month" and resolutions thereof;

**WHEREAS**, the vision, dedication, and determination of a principal provides the mobilizing force behind any school reform effort;

**WHEREAS**, principals are expected to be educational visionaries, instructional leaders, assessment experts, disciplinarians, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people, the most valuable resource;

**WHEREAS**, principals will play a vital role in the successful implementation of the Every Student Succeeds Act (ESSA);

**WHEREAS**, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence;

**WHEREAS**, the Reynolds School Board honors such exemplary elementary and middle level public, private, and independent school leaders committed to serving students from prekindergarten to grade eight (pre-K-8) in their profession;

**WHEREAS**, the Reynolds School Board recognizes outstanding middle level and high school principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

**WHEREAS**, to honor and recognize the contribution of all school principals and assistant principals at all grade levels to the success of students in Oregon elementary and secondary schools, and to encourage residents of Oregon to observe "National Principals Month" with appropriate ceremonies and activities that promote awareness of school leadership's role in ensuring that every child has access to a high-quality education.

**NOW, THEREFORE, BE IT RESOLVED** that in honor of the service of all elementary, middle level, and high school principals, and to recognize the importance of their school

leadership so that every child has access to a high-quality education, and to celebrate school leader accomplishments, the month of October 2020 is hereby designated in Oregon to be "National Principals Month."

Adopted this 23<sup>rd</sup> day of September

2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk



## RESOLUTION #2020-2021-005

### CELEBRACIÓN NACIONAL DEL MES DEL DIRECTOR

**Teniendo en cuenta que** la Junta Directiva de Reynolds ha declarado el mes de octubre de 2020 como “Celebración nacional del mes del director” en coordinación con los esfuerzos de la Asociación nacional de Directores de escuelas primarias, la Federación americana de administradores educativos y la Asociación nacional de Directores de escuelas secundarias, de trabajar con el Congreso de los Estados Unidos para designar la “Celebración nacional del mes del Director” y las resoluciones de las mismas;

**Teniendo en cuenta que** la visión, la dedicación y la determinación de un Director ofrece la fuerza movilizadora detrás de cualquier esfuerzo de reforma escolar;

**Teniendo en cuenta que** se espera que los directores sean visionarios educativos, líderes educativos, expertos en evaluaciones, personas que imponen disciplina, creadores de comunidad, expertos en relaciones públicas, analistas de presupuestos, gerentes de edificios, administradores de programas especiales y guardianes de varios mandatos e iniciativas legales, contractuales y reglamentos, además de confiárseles la educación y desarrollo de los jóvenes, el recurso más valioso;

**Teniendo en cuenta que** los directores juegan un papel vital en la implementación exitosa de la ley Every Student Succeeds Act (ESSA) (Todos los estudiantes tiene éxito);

**Teniendo en cuenta que** los directores establecen el tono académico para sus escuelas y trabajan de forma colaborativa con los maestros para desarrollar y mantener altos estándares del currículo, para desarrollar declaraciones de objetivos y establecen objetivos de rendimiento y objetivos para que la escuela alcance la excelencia educativa;

**Teniendo en cuenta que** la Junta Directiva de Reynolds honra a estos líderes ejemplares a nivel de las escuelas primarias y secundarias públicas, privadas e independientes, que están comprometidos a servir a los estudiantes desde el grado pre-kindergarten hasta 8º (pre-K–8) en su profesión;

**Teniendo en cuenta que** la Junta Directiva de Reynolds reconoce el trabajo sobresaliente de esos directores a nivel secundario y de la escuela preparatoria que han tenido éxito en ofrecer oportunidades de aprendizaje de alto nivel a los estudiantes además de sus contribuciones ejemplares a la profesión;

**Teniendo en cuenta que** para honrar y reconocer las contribuciones que todos los directores de las escuelas y los asistentes de director en todos los grados han tenido en el éxito de los estudiantes en las escuelas primarias y secundarias de Oregón; y para animar a los residentes de Oregón a que observen la “Celebración nacional del mes del director” a través de las ceremonias y actividades apropiadas que promueven el reconocimiento de su papel de liderazgo en las escuelas asegurándose de que todos los niños tienen acceso a una educación de alta calidad.

**Se resuelve que** - En honor al servicio de todos los directores de las escuelas primarias, secundarias y preparatorias, y para que se reconozca la importancia de su liderazgo en las escuelas, para que cada niño tenga acceso a una educación de alta calidad, y para celebrar los logros de los líderes escolares, se designa por tanto en Oregón, el mes de octubre del 2020, como la “Celebración nacional del mes del Director”

Esto es adoptado el 23 de septiembre del 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk





**RESOLUTION #2020-2021-006**

**RESOLUTION PROCLAIMING THE CELEBRATION OF  
NATIONAL BULLYING PREVENTION MONTH  
AND LGBTQ+ HISTORY MONTH**

**WHEREAS**, the Reynolds School District models, advocates and promotes the safe and respectful treatment of all our members;

**WHEREAS**, the month of October is recognized as National Bullying Prevention Month and LGBTQ+ History Month;

**WHEREAS**, October 11th is recognized as National Coming Out Day, and this will be the 30th celebration of the day that promotes a safe world for lesbian, gay, bisexual, transgender and questioning (LGBTQ) individuals and their allies to live truthfully and openly;

**WHEREAS**, National Coming Out Day was founded 32 years ago by Robert Eichberg and Jean O’Leary who envisioned a world where LGBTQ+ people could live truthfully and openly. They believed that honest and genuine relationships would undermine the pervasive prejudice about LGBTQ+ concerns. Thirty-two years later, that vision still holds true;

**WHEREAS**, LGBTQ+ students who can identify an out LGBTQ+ school staff or adult ally report a dramatic increase in feeling safe overall at their school;

**WHEREAS**, almost 25% of students either have an LGBTQ+ family member or identify as LGBTQ+ themselves;

**WHEREAS**, sexual orientation and gender-expression-biased bullying is among the most common forms of harassment in schools;

**WHEREAS**, school-dropout rates for LGBTQ+ students is up to triple the national rate of non-LGBTQ+ students, due to peer harassment and bullying;

**WHEREAS**, tragically, youth identifying as LGBTQ+ are overrepresented in the populations of youth experiencing homelessness, youth who are the victims of bullying, and youth who have attempted or died as a result of suicide;

**WHEREAS**, we strive to ensure that the District is a consistently safe and affirming space for all students and their families; and

**WHEREAS**, we affirm our commitment to a safe and affirming space by recognizing National Coming Out Day, LGBTQ+ History Month, and National Bullying Prevention Month;

**NOW, THEREFORE, BE IT RESOLVED** that the Board encourages all schools to incorporate lessons on the LGBTQ+ community in instruction and hold other commemorative activities in honor of Pride Month in June and LGBTQ+ History Month in October 2020,

**BE IT FURTHER RESOLVED**, that by recognizing October as LGBTQ+ History Month and National Bullying Prevention Month and October 11th as National Coming Out Day, we the Governing Board of the Reynolds School District support policies, practices and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, and questioning staff, students and their families.

Adopted this 23<sup>rd</sup> day of September 2020.

Signed:

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Chair, Reynolds School District Board of Directors

Attest:

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Superintendent/Clerk

H. Approval of Resolution 2020-2021-007 Proclaiming the Celebration of National School Lunch Week

111



**RESOLUTION #2020-2021-007**

**PROCLAIMING THE CELEBRATION OF NATIONAL  
SCHOOL LUNCH WEEK AND OREGON SCHOOL LUNCH WEEK**

**WHEREAS**, in 1946, then-President Harry Truman signed the National School Lunch Act;

**WHEREAS**, the National School Lunch Program is now the largest federal child nutrition program;

**WHEREAS**, on October 9, 1962, Congress, by joint resolution, designated the week beginning the second Sunday in October each year as "National School Lunch Week";

**WHEREAS**, October 12-16, 2020 is designated National School Lunch Week;

**WHEREAS**, approximately 30 million students nationwide are served daily meals through the National School Lunch Program;

**WHEREAS**, 95% of students nationwide are enrolled in schools participating in the National School Lunch Program;

**WHEREAS**, the National School Lunch Program is dedicated to the health and well-being of our nation's children and has served our country for more than 60 years through advanced practices and nutrition education;

**WHEREAS**, The Oregon School Boards Association and the Oregon Department of Education have established the second week of April as Oregon School Lunch Week to celebrate this vital part of students' day; and

**WHEREAS**, the nutrition staff across the Reynolds School District serve approximately 3,331 breakfasts and 6,101 lunches each day;

**WHEREAS**, every Reynolds School District student enrolled in 12 schools receive breakfast and lunch at no cost under the Community Eligibility Provision (CEP) meal service through the National School Lunch Program;

**WHEREAS**, approximately 59% of Reynolds School District students qualify for free or reduced meals through the National School Lunch Program;

**WHEREAS**, the Reynolds School District celebrates and recognizes events and activities promoting the benefits of the National School Lunch Program;

**NOW, THEREFORE, BE IT RESOLVED** that the Reynolds School District publicly thanks the Nutrition Services managers and the staff at each school for providing an excellent School Nutrition program for our school district.

**BE IT FURTHER RESOLVED** that the Reynolds School District Board of Education proclaims the district will celebrate National School Lunch Week from October 12-16, 2020 and Oregon School Lunch Week from April 5-9, 2021.

Adopted this 23<sup>rd</sup> day of September 2020.

Signed:

\_\_\_\_\_  
Chair, Reynolds School District Board of Directors

Attest:

\_\_\_\_\_  
Superintendent/Clerk

J. Approval of 2020 Extended School Year and K-12 Therapeutic School Contract with Serendipity Center, Inc.

114

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Dr. Matthew Bennett, Director of Special Education

**Subject: Approval of 2020 Extended School Year K-12 Therapeutic School Contract Amendment with Serendipity Center, Inc**

Policy: [Special Education; Free Appropriate Education - IGBAJ](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**Summary:**

Serendipity Center provides mental health and education services for students in kindergarten through high school who need intensive support and access to psychiatric medication management per their Individualized Education Program (IEP)

11 Reynolds School District students are projected to attend Serendipity in 2020-21.

The existing contract for services covered the period of September 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2020.

The proposed contract runs from September 1<sup>st</sup>, 2020 through June 30<sup>th</sup>, 2021.  
The proposed contract for 2020 ESY Program ran from July 1<sup>st</sup> through July 30<sup>th</sup>, 2020.

See the attached contracts.

**Previous Board Action:**

The Board previously approved this agreement in November 2019, which expired June 30<sup>th</sup>, 2020.

**Background:**

Serendipity Center has historically provided mental health and education services to Reynolds School District students who require these services, based on their individual specific needs outlined in their Individualized Education Program (IEP). Currently, the district has 11 students enrolled at Serendipity, one of which required Extended School Year (ESY) services. The most recent contract expired June 30<sup>th</sup>, 2020.

**Financial Implications:**

The 2020-21 Budget includes allocation of funds for service at Serendipity Inc.

Serendipity Center 2020-2021 Therapeutic School Rates				
Services	Comprehensive Distance Learning	Hybrid Model	Fully On-Campus	Notes
Lower School Placement (grades k through 8 <sup>th</sup> )	\$5,875/month	\$5,875/month	\$5,875/month	
High School Placement (grades 9 through 12+)	\$5,355/month	\$5,355/month	\$5,355/month	Students in 8 <sup>th</sup> grade may be placed in high school room, as approved by the student’s team; tuition would be the High School Rate
Communication Room Placement (includes continuous support)	\$5,875/month	\$7,235/month - \$8,595/month** (tuition + IA)	\$8,595/month (tuition + IA)	*Serendipity is not invoicing districts for the expense of individually assigned IAs during the initial period of Comprehensive Distance Learning in the fall of 2020. If there should be a brief additional closure mid-year, this policy may be revisited in order to retain workforce for reopening.
Individual Instructional Assistant  Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the School District representative, and documented in the student’s IEP.	\$0/month*	\$7,235/month - \$8,595/month** (tuition + IA)	\$8,595/month (tuition + IA)	**Given the Governor’s newest guidance that hybrid learning models may prioritize greater periods of in-person instruction for specific groups of students, this cost is being presented as a range. The \$7,235 rate assumes two days per week of in-person instruction, and three days per week of Comprehensive Distance Learning. If that schedule were to change, tuition would be revised proportionately.
Speech/Language Services	\$35/15-minute unit of service \$250 for Evaluations	\$35/15-minute unit of service \$250 for Evaluations	\$35/15-minute unit of service \$250 for Evaluations	

**Alternatives:**

Currently, there are limited facilities that provide mental health and education services for K-12 students who need intensive support and psychiatric medication management.

**Staff Recommendation:**

Staff recommends that the Board authorize the district to enter into a contract with Serendipity Center Inc.

**Motion:**

I move that the Board approve the services contract between Reynolds School District and Serendipity Center Inc.

**SERENDIPITY CENTER, INC.  
 2020 Extended School Year (ESY)  
 K-12 Therapeutic School Contract Amendment  
 with  
 REYNOLDS SCHOOL DISTRICT**

This Agreement, entered into by and between SERENDIPITY CENTER, INC. ("Serendipity Center") and REYNOLDS SCHOOL DISTRICT (the "District") is effective on July 1, 2020, for the 2020 extended school year program, from July 7, 2020 through July 30th, 2020 (the "2020 ESY Program").

THE DISTRICT agrees to:

1. Pay tuition to Serendipity Center, according to student placement(s), as follows:

Therapeutic & Communication Classroom Placement	\$3,250
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Tuition charges will not accrue until the student has registered in the District and placement at Serendipity Center has been approved. Full tuition shown above will be charged for each student placed at Serendipity Center for the 2020 ESY Program; tuition charges will not be pro-rated for any student who, for any reason, does not complete the 2020 ESY Program, unless otherwise agreed to in writing by the parties. Tuition charges will be billed in August. Payment to Serendipity Center is due thirty (30) days from the date of the invoice.

2. Have a representative of the District present at any IEP meeting and any other meeting convened at the request of any member of the IEP team during the 2020 ESY Program.
3. Provide the name, title, phone number, and address of the person responsible for payment of invoices.
4. Serendipity Center's annual statement of expenditures is reviewed in the District's evaluation in accordance with OAR 581-022-2505.
5. The District shall indemnify, defend, and hold harmless Serendipity Center from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by the District and its officers, employees, or agents, in the performance of this Agreement. This obligation shall survive the termination of this Agreement.

SERENDIPITY CENTER agrees to:

1. Comply with applicable federal and state laws regarding non-discrimination in enrollment and access to Serendipity Center's programs and services, including as required by OAR 581-

021-0045 and ORS 659.850, and provide a program of instruction that complies with the requirements of the Oregon Department of Education under OAR 581-015-2270.

2. Employ staff in compliance with the requirements of the Oregon Department of Education under OAR 581-015-2270 and all additional applicable federal and state laws regarding non-discrimination in employment. Perform criminal records/background checks on all employees and comply with OAR 581-022-2430.
3. Comply with all federal and state special education laws and provide special education and related services as approved by the student's IEP team, with the participation of the District representative, and as documented in the student's IEP.
4. Review the student's IEP prior to enrollment in the 2020 ESY Program and invite the District representative to attend all IEP team meetings and any other meeting convened at the request of any IEP team member during the 2020 ESY Program.
5. Upon request by the District and at the conclusion of the 2020 ESY Program, provide student assessment information to the District to determine ongoing eligibility for special education. For purposes of this Agreement, student assessment information may include classroom work samples, academic assessments, observations, and behavioral and observational surveys.
6. Promptly notify the District representative if a student has five days of absences. If a student has 10 or more consecutive days of non-excused absences, the student will be unenrolled from the 2020 ESY Program. Re-enrollment must be approved by the District and Serendipity Center. Serendipity Center will promptly notify the District representative if a student is in jeopardy of suspension in excess of two consecutive days or termination. Serendipity Center will comply with federal and state laws concerning the discipline of students with disabilities
7. Provide the District a list of its students enrolled in the 2020 ESY Program using an instructional hours report. This report will be attached to the invoice for the District's tuition charges. Serendipity Center agrees to maintain student membership and attendance records in compliance with OAR 581-023-0006 and the current Oregon Department of Education's Oregon Student Personnel accounting manual.
8. Promptly notify the District representative and the Oregon Department of Education, to the extent required by law, if Serendipity Center receives written notice concerning a student's special education program or the services being provided.
9. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 et seq., Serendipity Center shall indemnify, defend and hold harmless the District from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by the District and its officers, employees, or agents, in

performance of this Agreement. This obligation shall survive the termination of this Agreement. In no event shall the liability of Serendipity Center under this section exceed the limits imposed in favor of public bodies by the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 et seq.

10. Shall be an independent contractor responsible only for the performance of tasks described in this contract and shall not be deemed, for any purposes, to be an agent or an operating arm of the District. Serendipity Center shall comply with the requirements for public contractors under personal services contracts with a public body set forth in ORS 279B.020, ORS 279B.220, ORS 279B.230, and ORS 279B.235.
11. Provide proof of insurance with a company acceptable to the District, as follows:
  - 11.1. Workers' compensation in compliance with ORS 656.017, unless exempt under ORS 656.027;
  - 11.2. Certificate of commercial general liability insurance, form CG2010, in a combined single limit of at least \$1 million, with a \$1 million aggregate; and
  - 11.3. Sex abuse/molestation and professional liability coverage, naming the District as an additional insured.

THE PARTIES agree to:

1. Comply with all applicable requirements of the Family Educational Rights and Privacy Act, 34 CFR § 99.1 *et seq.*, concerning personally identifiable information about students obtained by either party in the performance of this Agreement, including that such personally identifiable information may not be disclosed to third parties without written consent of the student's parent(s)/guardian(s).
2. This Agreement contains the entire agreement between the parties with respect to the 2020 ESY Program. This Agreement supersedes all previous negotiations, commitments, and any other oral or written statements between the parties with respect to the 2020 ESY Program. This Agreement may be modified only by written agreement signed by each party to this Agreement.
3. This Agreement may be terminated by either party only by providing written notice of the party's intent to terminate the Agreement at least two weeks in advance of the date of termination, except that either party may terminate this contract immediately by providing written notice that it knows, or in good faith believes, that the other party has not complied with any applicable law, including any rule or statute listed under OAR 581-022-2505, or a material term of this Agreement. Suspension or revocation of Serendipity Center's registration by the Oregon Department of Education will result in automatic termination of this Agreement. Upon termination of this Agreement for any reason, the District will be obligated to pay Serendipity Center for all services rendered and all reimbursable expenses incurred prior to the date of termination.

- All notices or demands issued by the District or Serendipity Center 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 address listed below:

Serendipity Center, Inc.  
 Attn: Megan Pine  
 PO Box 33350  
 Portland, OR 97292

District: Reynolds  
 Attn: Amy Ford, TONIA MABEN  
 Address: 1204 NE 201ST AVE  
FAIRVIEW, OR 97024

Either party may change its address for notices by giving notice of the change to the other party.

- Either party's failure to demand strict performance of any provision of this Agreement will not constitute a waiver of any provision, term, covenant, or condition of this Agreement or the right to demand strict performance in the future.
- This Agreement will be governed by the laws of the state of Oregon, without regard to principles of choice of law. Any claim arising from or relating to this Agreement must be brought in Multnomah County, Oregon.
- This Agreement may be executed in counterparts, which together will constitute one agreement. Fax or other electronic transmission of any signed original document, and re-transmission of any signed fax or other electronic transmission, will be deemed equivalent to delivery of an original.

SERENDIPITY CENTER, INC.

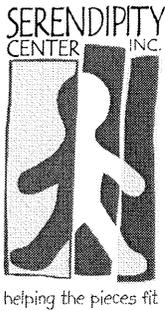
DISTRICT

\_\_\_\_\_  
 Signature  
 Megan Pine  
 Print Name  
 Education Director  
 Position  
 \_\_\_\_\_  
 Date

Matthew Bennett  
 Signature  
 Matthew Bennett  
 Print Name  
 Director, Special Education  
 Position  
8-14-20  
 Date

Budget Code: 100.1220.0310.041.320.000

Approved as to form by Legal per 8/26/2020 email



August 2020

Dear District Partners,

Thank you for your patience as we finalized Serendipity's plans for the 2020-2021 school year. Serendipity, like your districts, has made plans and then revised those plans as we consistently learn more about how to best support Oregon students' safely.

### Service Delivery: Comprehensive Distance Learning

We are committed to ensuring that our students, their families, our staff, and their families are as safe as possible during this global crisis. Under the latest guidance we will delay our hybrid model and open in September with Comprehensive Distance Learning for at least the first Quarter of the 2020-2021 school year. We feel confident that Comprehensive Distance Learning is in the best interests of the students and families we serve at Serendipity. Furthermore, we believe it is the only predictable way to continue to provide education and mental health support given the current community transmission rate in Multnomah County and the seven counties that refer students to Serendipity.

We have learned a great deal during this period of distance learning. We credit Serendipity's focus on building relationships with students and families for our success in engaging all but a couple of students out of the more than 100 we served during emergency distance learning. As always, our Special Education Coordinators partnered with your district representatives to support those families and students. We continue to believe that Serendipity's Four Pillar Model of incorporating education, mental health, transition, and wellness best meets the needs of Serendipity's students and their families. During ESY, Serendipity's model has resulted in **94% engagement** of our students in Distance Learning.

Comprehensive Distance Learning delivered by Serendipity differs from other models in its incorporation of behavioral health supports. For the 2020-2021 school year, we will focus on engagement, instruction including synchronous specially designed instruction, social emotional learning, and partnering with our families to meet each of our student's mental health needs. Unique to Serendipity, our clinical team will remain the point of contact for our families and outside providers. Serendipity Clinical Case Managers will continue to provide case management services with a focus on outreach, care coordination, and mental health supports so that families and students stay engaged in the learning process. In addition, clinicians will collaborate and consult with classroom teachers for delivery of Social Emotional Learning. Our 24-hour answering service will remain accessible for mental health crises and our consulting psychiatrist, Dr. John Deeney, will be available on an as needed basis. Our Art Therapist will continue

to provide remote individual therapy as indicated, as will both of our SLPs. Additionally, our clinical team will be working very intentionally to prepare for the unique challenges that we will face when our students return to our buildings. It is our prediction that, like most Oregon learners, our students will have experienced a sense of social and emotional isolation. Our trauma informed practices will take precedence as we assess the needs of our students.

As Serendipity’s Education & Compliance Director, I am committed to implementing a Tiered System of Support to systematically ensure that no student falls through the cracks and that we efficiently provide additional support to those families in need. Our recent family survey suggests that 25% of our families require supplemental food support (beyond access to district meal programs), which we will address during comprehensive distance learning. For the remaining 75%, who indicated that they would not require additional food assistance, we request that districts continue to provide access to their local school’s breakfast & lunch programs. Geographic distance is an insurmountable barrier to food distribution from our campus.

We have made progress on updating our educational and workplace technology. While we have made significant progress, for some students we may still need to continue to partner with our districts as we traditionally have in order provide devices to access their IEPs.

During comprehensive distance learning, our staff will be preparing to have students transition successfully to in-person learning. We are attuned to the added need to address trauma and our students’ crisis response as part of a successful return to any in-person learning.

Service Delivery: Hybrid Model (for future reference)

The Hybrid model will allow us to provide rigorous online instruction for all students, while also offering in-person supports for their academic, social, and emotional development.

To minimize the spread of infection between the two cohorts, the school will be deep cleaned on Wednesdays and over the weekend. Each cohort will attend on-site learning and Comprehensive Distance Learning as follows:

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
	On-site	On-site	Comprehensive	Comprehensive	Comprehensive
<b>Cohort A</b>	Learning at Serendipity	Learning at Serendipity	Distance Learning	Distance Learning	Distance Learning
<b>Cohort B</b>	Comprehensive Distance Learning	Comprehensive Distance Learning	Comprehensive Distance Learning	On-site Learning at Serendipity	On-site Learning at Serendipity

Each Serendipity Classroom will be assigned to a cohort so we will have 6 classrooms in each cohort. Each student's team (Teacher, Clinical Case Manager, SLP, and Program Assistant) will mirror students schedule so that each cohort will have access to their staff at home and at school.

#### 2020-2021 Tuition Rates

Our districts requested, understandably that, rates be adjusted to reflect changes in service delivery models, and we have accommodated that request. The base cost of tuition remains consistent, since all models (distance, hybrid, and full brick & mortar) include services in all four pillars of care. It is essential that Serendipity remain on track to comply with mandatory increases in Portland minimum wage requirements. Thanks to successful acquisition of a PPP loan, however, Serendipity is eliminating the cost to districts of individually assigned Instructional Assistants, effective July 2020. We are assuming the cost of maintaining the workforce of seasoned, trained professionals that we will need to reopen on the hybrid model.

The attached contract reflects the uncertain nature of the 2020-2021 school year. Please reach out to me, Megan Pine at [meganp@serendipitycenter.org](mailto:meganp@serendipitycenter.org) if you have any further questions, concerns, or suggestions. Please reach out to our Special Education Coordinators should you have any concerns about specific students.

Thank you,

Megan Pine  
Education & Compliance Director, Serendipity Center

**SERENDIPITY CENTER, INC.  
2020 – 2021 School Year  
K-12 Therapeutic School Contract  
with  
REYNOLDS SCHOOL DISTRICT**

This Agreement, entered into by and between SERENDIPITY CENTER, INC. (Serendipity Center) and REYNOLDS PUBLIC SCHOOLS (District) is effective on SEPTEMBER 1, 2020, through JUNE 30, 2021.

District agrees to:

1. Pay tuition to Serendipity Center, Inc. according to student placement(s) as follows:

Serendipity Center 2020-2021 Therapeutic School Rates				
Services	Comprehensive Distance Learning	Hybrid Model	Fully On-Campus	Notes
Lower School Placement (grades k through 8 <sup>th</sup> )	\$5,875/month	\$5,875/month	\$5,875/month	
High School Placement (grades 9 through 12+)	\$5,355/month	\$5,355/month	\$5,355/month	Students in 8 <sup>th</sup> grade may be placed in high school room, as approved by the student's team; tuition would be the High School Rate
Communication Room Placement (includes continuous support)	\$5,875/month	\$7,235/month - \$8,595/month** (tuition + IA)	\$8,595/month (tuition + IA)	*Serendipity is not invoicing districts for the expense of individually assigned IAs during the initial period of Comprehensive Distance Learning in the fall of 2020. If there should be a brief additional closure mid-year, this policy may be revisited in order to retain workforce for reopening.
Individual Instructional Assistant  Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the School District representative, and documented in the student's IEP.	\$0/month*	\$7,235/month - \$8,595/month** (tuition + IA)	\$8,595/month (tuition + IA)	**Given the Governor's newest guidance that hybrid learning models may prioritize greater periods of in-person instruction for specific groups of students, this cost is being presented as a range. The \$7,235 rate assumes two days per week of in-person

				instruction, and three days per week of Comprehensive Distance Learning. If that schedule were to change, tuition would be revised proportionately.
Speech/Language Services	\$35/15-minute unit of service \$250 for Evaluations	\$35/15-minute unit of service \$250 for Evaluations	\$35/15-minute unit of service \$250 for Evaluations	

Tuition charges will not accrue until the student has registered in the District and placement at Serendipity Center has been approved. Tuition will be pro-rated for partial calendar months at the time of enrollment or discharge based on the number of school days in such month. Payment shall be made to Serendipity Center on a monthly basis and is due thirty (30) days from the date of the invoice.

Serendipity reserves the right to change tuition rates or other costs of placement or additional identified services based on the calculation of the student model for:

- a. changes to an updated student model, based on transition from comprehensive Distance Learning to students attending 'brick and mortar' school,
- b. identified student needs for additional assistance and/or staffing based on an IEP, 504 plan, or Title II requirements.
- c. a change in placement based on documented needs on an IEP, TII assessment, or 504
- d. plan.

Notice of increases will be provided with two weeks' advance notice in writing, unless the item is required more expeditiously for the student as determined under IDEA, 504, or TII).

- 2. Based on state requirements, when a district or education service district is required to provide comprehensive distance learning, due to the distance of families from our physical school building, the districts will provide breakfast & lunch by similar means as those students from their home school are accessing meals. Serendipity case managers will partner with the school district representatives to ensure that our families have local access to food. Serendipity will continue to supplement district meals from its garden and donations from the food bank as well as providing grocery gift cards for families experiencing food insecurity.

Partial Days: District will be billed full tuition for each student on a partial-day schedule to attend fourteen or more hours per week, and half tuition for each student on a partial-day scheduled to attend less than fourteen hours per week. For any student enrolled for partial days but still requiring an Instructional Assistant, District will be invoiced for half of the cost

of the Therapeutic Classroom Placement & Instructional Assistant tuition, less half of either Lower School Placement or High School Placement.

3. Provide psychological evaluation services for the purpose of determining continued eligibility or new eligibilities for special education and related services for students enrolled at Serendipity Center. District will be responsible for conducting initial evaluations and three-year re-evaluations for District students enrolled at Serendipity Center. Serendipity Center will collaborate with District to assess students as a part of the evaluation as determined in the Eligibility Planning Meeting.
4. If a student's IEP indicates speech/language services, District may either provide the services or opt for Serendipity Center's Speech and Language Pathologist to provide the service. If District elects to have Serendipity Center provide the speech/language services, the charges will be included on monthly invoice(s) and billed at a rate of twenty-five dollars (\$25) per 15-minute unit for specially designed instruction and/or related services. Evaluations conducted by Serendipity Center will be billed at the flat rate of two hundred fifty dollars (\$250) upon prior District approval. Please initial one of the following options:

                     District will provide speech/language services as indicated on student IEP(s).

                     District approves Serendipity Center to provide the speech/language services indicated on student IEP(s) and agrees to pay for those services as explained above.

5. Provide ELL services including ELPA, consultation, and/or direct service or monitoring.
6. Provide student records, as outlined on Serendipity Center's referral forms, at least one week prior to initial screening of the student by Serendipity Center.
7. Have a representative of District participate at the initial screening, IEP meetings, and any other meeting convened at the request of any member of the IEP team.
8. Provide the name, title, phone number, and address of the person responsible for payment of invoices.
9. Provide Serendipity Center with any statewide assessment forms appropriate for each student enrolled during the statewide assessment testing window. District will communicate assessment results with the parent/guardian and will also provide those results to Serendipity Center.
10. Provide transportation services to/from Serendipity Center in a manner appropriate for the student (which may include, but is not limited to, , school bus, public transportation tickets or passes, or cab) and reimburse Serendipity Center for the cost of providing alternative transportation if District does not provide scheduled transportation for any reason. On

occasion, when a student is ill or for another reason must be sent home during the school day, and a parent/guardian is not available to transport the student, Serendipity Center may pay for the cost of transporting the student home.(Do you want to have language regarding secure transportation methods for students? This is an area of liability not addressed.)

11. Determine if it is safe to provide transportation services to/from Serendipity Center in inclement weather. When Serendipity Center is open for a full or partial school day, District will provide transportation services to/from Serendipity Center when District determines that it is safe to do so, and will provide notice to the parent
12. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), District shall indemnify, defend, and hold harmless Serendipity Center from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by District its officers, employees, or agents, in the performance of this Agreement. This obligation shall survive the termination of this Agreement.
13. SERENDIPITY CENTER is being employed as an independent contractor to provide the services stated. The compensation paid to Serendipity shall be for all materials, supplies, and labor required, necessary or convenient for Serendipity to provide services agreed upon. Serendipity shall be responsible for, and shall indemnify and hold harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance.
14. Comply with applicable federal and state laws regarding non-discrimination in enrollment and access to Serendipity Center's programs and services, including as required by OAR 581-021-0045.
15. Provide a program of instruction and employ staff in compliance with the requirements of the Oregon Department of Education under OAR 581-015-2270 including compliance with additional applicable federal and state laws regarding non-discrimination in employment. Perform criminal records/background checks on all employees and comply with OAR 581-022-2430.
16. Serendipity Center will provide documentation of compliance with all standards for private alternative schools, including its annual statement of expenditures, for District's annual Alternative Education Annual Program Evaluation.
17. Comply with all federal and state special education laws and provide special education and related services as approved by the student's IEP team, with the participation of the School District representative, and documented in the student's IEP.

18. In addition to the instructional program, Serendipity Center will provide mental health assessment and/or treatment services including clinical case management, as indicated by a signed consent form by the students' parent(s)/guardian(s).
19. Review the student's IEP prior to enrolling in Serendipity Center and conduct an annual IEP review as required by state and federal law. Serendipity Center will draft subsequent IEPs and invite the District representative to attend all IEP team meetings and any other meeting convened at the request of any IEP team member. Serendipity Center will coordinate with any outside related service providers and consult with Occupational Therapists, Physical Therapists, Autism Specialists and other related service providers.
20. Upon request by District, provide student assessment information to District to determine ongoing eligibility for special education and related services. For purposes of this Agreement, student assessment information may include classroom work samples, informal and formal academic assessments, observations, and behavioral and observational surveys.
21. Serendipity Center will designate a Test Coordinator who will:
  - Attend Test Administration and Security training from a District Test Coordinator;
  - Read and understand the 2019-2020 Test Administration Manual;
  - Make a good faith effort to provide the opportunity for all students to participate in testing in accordance with the 2019-2020 Test Administration Manual and School Test Coordinator Guidelines;
  - Follow all testing instructions outlined in the student's IEP, as applicable;
  - Provide copies of signed test assurances to District Test Coordinator prior to the start of testing.
22. Maintain the confidentiality of student records, as required by federal and state law. Serendipity Center will forward student records to District whenever a student exits Serendipity Center and/or upon the district's request. Report cards or progress reports shall be submitted to the district at least annually for each student.
23. Upon a student's withdrawal from Serendipity Center, provide withdrawal report, including disenrollment, graduation, GED attainment, or other reasons for exiting Serendipity Center's program to District's Student Services department.
24. Provide notice within two (2) business days to the District representative if a student is in jeopardy of suspension in excess of two consecutive days or termination, and comply with federal and state laws concerning the discipline of students with disabilities.
25. Provide notice within two (2) business days to the District representative and the Oregon Department of Education, to the extent required by law, if Serendipity Center receives written notice concerning a student's special education program or the services provided.

26. On a monthly basis, Serendipity Center will furnish District with an instructional hour's report that will include a list of students from District who have been enrolled at Serendipity Center and their attendance. This report shall be attached to the monthly invoice. Serendipity Center agrees to maintain student membership and attendance records in compliance with OAR 581-023-0006 and the current Oregon Department of Education's Oregon Student Personnel accounting manual. If a student is absent for 10 consecutive school days, the student will be unenrolled on the 10<sup>th</sup> day, unless District and Serendipity Center agree in writing that the student will continue to be enrolled at Serendipity Center. Re-enrollment must be approved by District and Serendipity Center.
27. Offer all students no less than the minimum number of instructional hours required by OAR 581-022-2320, except in accordance with any partial-day schedule documented in a student's IEP. Serendipity Center may, with reasonable notice to District, modify its academic calendar to comply with the state minimum instructional hours requirement, including adding school days and/or extending scheduled school hours.
28. Serendipity Center shall indemnify, defend and hold harmless District from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by Serendipity Center, its officers, employees, or agents, in performance of this Agreement. This obligation shall survive the termination of this Agreement.
29. Serendipity Center shall be an independent contractor responsible only for the performance of tasks described in this contract and shall not be deemed, for any purposes, to be an agent or an operating arm of District.
30. Serendipity Center shall comply with the requirements for public contractors under personal services contracts with a public body set forth in ORS 279B.220 (prompt payment of laborers), ORS 279B.020 and 279B.235 (payment of overtime), and ORS 279B.230 (payment of medical care and workers compensation).
31. **Insurance.** Serendipity Center shall provide proof of the following insurance with a company acceptable to District,
  - 31.1 Workers' Compensation: Provide proof of workers' compensation in compliance with ORS 656.017, unless exempt under ORS 656.027
  - 31.2 Commercial General Liability: Commercial General Liability Insurance in a combined single limit of not less than \$2 million with a \$3 million aggregate.
  - 31.3 Prior to the commencement of services under this contract, the Serendipity Center shall provide District with a certificate of liability insurance, form CG2010, and proof of sex abuse/molestation and professional liability coverage, naming District as an additional insured, consistent with OAR 581-015-2270(3)(b)(A).

32. The parties recognize that the Federal Education Privacy Rights (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 (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Agreement: may not be re-disclosed to third parties without written consent of the student's parents/guardians; and must be used only for the purposes identified in this Agreement.
33. Provision of meals: On days when Serendipity students are in attendance and are being provided comprehensive Distance Learning sessions, Districts will provide breakfast and lunch meals. The meals will be accessed by the districts in a similar manner as the neighborhood school lunch programs. Serendipity case managers will identify school district representatives to assist with providing local access to food. Serendipity will continue to supplement these meals from various sources, such as the Serendipity garden, food bank donations, or grocery gift cards to assist with families experiencing food insecurity.

THE PARTIES agree:

1. This Agreement contains the entire agreement between the parties with respect to the DATE school year. This Agreement supersedes all previous negotiations, commitments and any other oral or written statements between the parties with respect to the DATE school year.
2. This Agreement may be modified only by written agreement signed by each party to this Agreement.
3. **HOLD HARMLESS**  
The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors, or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act may not limit the liability of Serendipity in the same manner as the other party. Accordingly, the parties agree Serendipity's indemnity shall not exceed the indemnification limits of the District.
4. This Agreement may be terminated by either party to the Agreement only by providing written notice of the party's intent to terminate the Agreement at least two weeks in advance of the termination, except that either party may terminate this contract immediately by providing written notice that it knows, or in good faith believes, that the other party has not complied with any applicable law (in accordance with OAR 581-022-2505) or a material term of this Agreement. Suspension or revocation of Serendipity Center registration by the Oregon

Department of Education will also result in automatic termination of this Agreement. Upon termination of this Agreement, District will be obligated to pay Serendipity Center for all services rendered and all reimbursable expenses incurred prior to the termination.

5. **Notices:** All notices or demands issued by District or Serendipity Center 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 address listed below:

District: Reynolds  
Attn: Amy Ford  
Address: 1201 NE 201st Ave  
Address: Fairview OR 97024

Serendipity Center, Inc.  
Attn: Megan Pine  
PO Box 33350  
Portland OR 97292-3350

DISTRICT

SERENDIPITY CENTER, INC.

\_\_\_\_\_ Signature

Megan Pine Signature

\_\_\_\_\_ Position

Education & Compliance Director Position

\_\_\_\_\_ Date

8/11/20 Date

Approved as to form by Legal per 8/26/2020 email

Reynolds School District

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM, (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and [insert name of school or district]. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless [insert school name] from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**COVID-19 Termination.** [insert school name] may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

**Force Majeure.** Neither [insert school name] nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Contractor: Reynolds School District  
By: \_\_\_\_\_ By: Math Burnett  
Title: \_\_\_\_\_ Title: Director of Special Education  
Date: \_\_\_\_\_ Date: 8-14-20



To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Dr. Matthew Bennett, Director of Special Education

**Subject: Approval of Contracting with Trillium Family Services for Mental Health and Education Support Services and Approval to Spend over \$150,000**

Policy: [Guidance Program - IJ](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #1:** We believe that all students, families, and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.

**Summary:**

Trillium Family Services delivers mental health prevention services for students attending the Reynolds Learning Academy (RLA) who need mental health support/services on a daily basis. Trillium provides student curriculum based social skills and other mental promotion groups in the school setting. Additionally, Trillium also conducts intakes, provides small group assistance with the development and implementation of in-depth behavior support plans, co-facilitation of treatment, as well as training for staff and parents.

See the attached contract.

**Previous Board Action:**

October 2019: the Board authorized a contract with Trillium Family Services for mental health and education support services through June 2020.

**Background:**

Trillium Family Services has historically provided mental health and education support services to the District for the RLA program. The most recent contract ended June 30th, 2020.

**Financial Implications:**

The 2020-21 Budget includes allocation of funds for the Trillium Family Services serving the RLA Program. The projected cost is \$204,468.

**Alternatives:**

Currently, there are limited facilities that provide mental health and educational services for K-12 students who need the support.

**Staff Recommendation:**

Staff recommends that the Board authorize staff to enter into the contract with Trillium Family Services to provide mental health and education support services as proposed.

**Motion:**

I move that the Board authorize staff to enter into a contract with Trillium Family Services to provide mental health and education support services through June 2021 and approve the expenditure of \$204,468 as budgeted.

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and Trillium Family Services Inc. "Contractor", and in consideration of the following covenants, conditions, and considerations:

WITNESSETH:

- 1. The contractor shall provide RSD with the following information:
a. Full Name Trillium Family Services
b. Mailing Address 3415 SE Powell Blvd., Portland, OR 97202
c. Telephone Number (503) 234-9591
d. Federal Tax ID No. 93-0386966 Contractor must submit W9 to RSD's Finance Department
e. Business Designation (check one): Individual Sole proprietorship Partnership Corporation Other

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31 % of all future payments made to you.

1099 Withholding Exemption: If exempt from backup withholding (form 1099 reporting), check here and check your qualifying reason below:

- i. Corporation
ii. Tax Exempt Charity under 501(a), or IRA
iii. The United States or any of its agents or instrumentalities
iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
v. A foreign government or any of its political subdivisions
vi. District will deduct taxes from pay, which will occur monthly
f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? Yes No N/A
g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes No N/A

- 2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved) Attach an exhibit if needed.

See SOW attachment

Use additional sheet if needed.

- 3. Contract Term. This Contract becomes effective on 9/8/20. Unless terminated earlier as provided below, this Contract shall continue through 6/16/21.

- 4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.
a. The entire, agreed-upon compensation for the services to be performed under this contract is \$ to be paid according to the following schedule of payments Use additional sheets if needed.
b. If services are to be charged at a periodic rate, rate charged and period: \$ per
What is the total estimated compensation \$ 204,468 ; Additional description of pay, if applicable
- 1 Qualified Mental Health Professional at .875 FTE for 10 months at \$75,330
- 2 Qualified Mental Health Associates at .875 FET for 10 months at \$64,569

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the contractor shall notify the RSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

**Exhibits.** As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services above stated the following additional documents or reports relating to the service performed:

*(Check all that apply)*

Exhibit A: Statement of Work ; Exhibit B: Contractor's Proposal ; Exhibit C: Insurance Requirements ; Other , describe .....

If RSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to the RSD Deputy CEO as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors.

If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify the RSD Deputy CEO. The DEPUTY CEO shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Deputy CEO a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD Deputy CEO should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold RSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per person, \$3,000,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof.
- Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.
- Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverage's within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, and employees are additional insured's with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD.
14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD. RSD may withhold such consent for any or no reason. If RSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on RSD. However, the Contractor may not invoice RSD for more than a 10% markup of the subcontractor's goods or services, nor may the Contractor invoice RSD for any markups of the subcontractor's hard costs (e.g. mileage, supplies, background check fees).
16. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

17. **No Third Party Beneficiaries.** RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
18. **Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours:** Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  - Exemption:** The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  - Notice to Employees:** Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
19. **Time Limitation on Claim for Overtime.** This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
20. **Hazardous Materials.** Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
21. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
22. **Access to Records; Contractor Financial Records.** Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
23. **Ownership of Work Products.** Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
24. **Work Performed on RSD Property.** Contractor shall comply with the following:
- Identification:** When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-

- mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide at its sole discretion, RSD-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other RSD locations, each day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
  - c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
  - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
  - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
25. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
26. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of RSD.
27. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
28. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
29. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

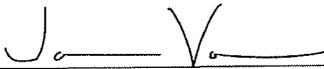
- 33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 34. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor 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 herein.
- 35. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
- 36. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
- 37. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

Contractor

\_\_\_\_\_  
Dr. Christopher Ortiz  
Asst. Superintendent, Operations, Student & Family Svcs.

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date Signed

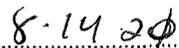
\_\_\_\_\_  
Jamie Vandergon  
Printed Name

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
08/10/2020  
Date Signed

----- Review required for final authorization -----

  
.....  
Program Director

  
.....  
Date Signed

.....  
Site Manager

.....  
Date Signed

Account Code for applicable charges 100.1220.0310.039.320.000 ..... required for revenue, expense and pass thru funds.

Board approval required if estimated charges exceed \$150,000 Board Approval Date.....

Background check completed - required if in direct contact with students

Certificate of Insurance Provided

Approved by Legal per 8/26/2020 email

Statement of Work for Reynolds Learning Academy

This Contract is for the Provision of Mental Health Services at the Reynolds Learning Academy site in the Reynolds School District.

This Agreement is effective for the 2020-21 school year,

Reynolds District agrees to:

1. Reynolds School District will compensate Trillium Family Service, Inc \$204,468.00 for mental health services provided at this location for the 2019-20 school year. Reynolds School District will compensate Trillium Family Services, Inc at the rate of \$20,446.80 per month for a 10-month period. Invoices need to be emailed or mailed. If mailed, they need to be addressed to Melissa Paselk and Amy Ford at  
Reynolds School District-Administration Building  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

If the invoices are to be emailed, they are to be sent to [ap@rsd7.net](mailto:ap@rsd7.net) & [mpaselk@rsd7.net](mailto:mpaselk@rsd7.net).

2. Provide individual and group therapy space, office space, and basic utilities for the provision of services under the contract.
3. Complete background checks and fingerprints on all Trillium Family Services, Inc staff and Invoice Trillium Family Services, Inc for said checks.
4. Indemnify, defend and hold Trillium Family Services, Inc. harmless from any claim, action, demand, loss or cost arising out of or resulting from any act or omission of the Reynolds School District.

Trillium Family Services, Inc. Agrees to:

1. Provide the following Staffing:
  - a. Qualified Mental Health Professional (QMHP) at 0.875 FTE for 10 months.
    - i. Provide Psycho-educational groups, family support, preventions services, referral to appropriate treatment providers and individual, family, or group-based skills training.
    - ii. Provide Clinical and administrative supervision of all Trillium Family Services, Inc. staff on site in collaboration with Reynolds School District Administrator.
    - iii. Provide case management, consultation, and care coordination to all Trillium clients in the Reynolds Learning Academy Program in Collaboration with Reynolds School District Staff.
    - iv. Perform Clinical Assessments.

- v. Create and oversee implementation of individualized plans of care for all Trillium clients of the Reynolds Learning Academy Program in collaboration with Reynolds School District staff.
  - vi. Provide therapeutic groups passed on identified needs of students.
  - vii. Ensure all Trillium mandated paperwork is fully completed in a thorough manner.
  - viii. Ensure all Trillium incident paperwork and care paperwork is shared with Reynolds School District staff in a timely manner.
- b. Two (2) Qualified Mental Health Associate (QMHA) at 0.875 FTE for 10 months
- i. Facilitate and support the implementation of individual plans of care and positive behavior support plans in collaboration with Reynolds School District staff.
  - ii. Provide individual and group skill development to all Trillium clients in the Reynolds Learning Academy Program
  - iii. May provide academic support under the direction of the licensed teacher
  - iv. May provide psycho-educational groups, family support, prevention services referral to appropriate treatment providers and individual, family, or group-based skills training under the direction of the master's level therapist.
  - v. Ensure all Trillium mandated paperwork is fully completed in a thorough manner.
  - vi. Ensure all Trillium incident paperwork and care plan paperwork is shared with Reynolds School District Staff in a timely manner.

2. Provide Prevention Services or Classroom based groups to students

a. All students enrolled in the Reynolds Learning Academy Program will be eligible to receive curriculum based social skills and other mental health promotion groups in the school setting with Reynolds School District staff present.

b. Clients receiving only Prevention Services or Classroom based groups will not receive formal assessment and treatment planning.

3. When possible under Medicaid contracts, Trillium Family Services will provide up to an additional .125 FTE to provide formal Outpatient Mental Health Services to Medicaid eligible students which are unable to be provided under this contract.

4. Have all Trillium staff working at Reynolds Learning Academy complete the following Reynolds School District Training annually:

- a. Complete safe schools training
- b. Review of District Policy and Procedure
- c. Review of Special Education Law
- d. Review of School Law

5. Trillium will pay Reynolds School District for Completed Background checks and fingerprinting on all Trillium Family Services, Inc employees at Reynolds Learning Academy Program.

6. Trillium Family Services, Inc shall provide Reynolds School District with Evidence that it has Liability Insurance consistent with OAR 581-015-2270

7. Trillium Family Services Inc. Shall be an independent contractor solely responsible for the performance of tasks described in this contract and shall not be deemed for any purpose to be an agent or an operating arm of Reynolds School District.

Both Parties Agree:

1. To work cooperatively to fulfill the obligations of the contract.
2. To maintain confidentiality of student records for each student.

**Reynolds School District #7**

**WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM, (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**COVID-19 Termination.** Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

**Force Majeure.** Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**Reynolds School District #7**

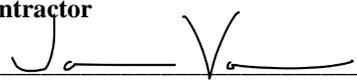
\_\_\_\_\_  
Superintendent or Authorized Signer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**Contractor**

  
\_\_\_\_\_  
Contractor Signature

Jamie Vandergon  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

09/04/2020  
\_\_\_\_\_  
Date Signed



**Reynolds School District #7**

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**Reynolds School District #7**

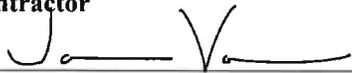
\_\_\_\_\_  
Superintendent or Authorized Signer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**Contractor**

  
\_\_\_\_\_  
Contractor Signature

Jamie Vandergon  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

09/04/2020  
\_\_\_\_\_  
Date Signed

N. Approval of an IGA between Reynolds School District and Portland Public Schools on Behalf of the Columbia Regional Program

149

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student Family Services and District Operations

Prepared by: Dr. Matthew Bennett, Director of Special Education

**Subject: Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional, Deaf & Hard of Hearing Classrooms and Approval to Spend over \$150,000**

Policy: [Special Education; Free Appropriate Public Education - IGBAJ](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**Summary:**

Columbia Regional’s Deaf and Hard of Hearing Program provides educational services to the Reynolds School District for students who are deaf and hard of hearing. The previous contract covered services from August 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2020.

The proposed agreement runs from September 1<sup>st</sup>, 2020 through June 30<sup>th</sup>, 2021.

See the attached Intergovernmental Agreement (IGA) between Reynolds School District and Portland Public Schools on behalf of the Columbia Regional Program.

**Previous Board Action:**

The Board previously authorized an IGA with Portland Public Schools on behalf of Columbia Regional Program for Deaf and Hard of Hearing students in November 2019.

**Background:**

The Columbia Regional Program has historically provided Deaf and Hard of Hearing services to the Reynolds School District. In 2019-20, seven Reynolds School District students received Deaf and Hard of Hearing services through the Columbia Regional Program. Reynolds School District

students under this IGA require a level of support only Columbia Regional Program can provide at the present time.

**Financial Implications:**

The 2020-21 Budget includes allocation of Deaf and Hard of Hearing funds. Total calculated cost for the proposed agreement is \$285,160.

The proposed agreement includes pricing that is subject to enrollment fluctuations and service adjustments based on student need.

**Alternatives:**

Currently, Reynolds School District students served under this IGA require a level of support only Columbia Regional Program can provide at this time.

**Staff Recommendation:**

Staff recommends that the Board authorize the District to enter into the IGA with Portland Public Schools on behalf of the Columbia Regional Program for Deaf and Hard of Hearing Services.

**Motion:**

I move that the Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program for Deaf and Hard of Hearing Services and approve the expenditure of \$285,160 as budgeted.



**INTERGOVERNMENTAL AGREEMENT / REVENUE ("Contract")**  
**between**  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)**  
**on behalf of COLUMBIA REGIONAL PROGRAM**  
**and**  
**REYNOLDS SCHOOL DISTRICT**

Contract No. IGA/R \_\_\_\_\_

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Contract is between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Program, *Deaf / Hard of Hearing School-Age Services* ("Columbia") and Reynolds School District ("Agency") pursuant to authority granted in ORS Chapter 190. District and Agency agree as follows:

**AGENCY DATA**

**Name:** Reynolds School District  
**Agency Contact Person:** Matthew Bennet  
**Address:** 1204 NE 201st Ave  
**City, State, ZIP:** Fairview, 97024-9642  
**Telephone:** 503-661-7200  
**Email:** mbennet@rsd7.net

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of thus Contract or under applicable law.

**District Point of Contact:** Pam Goska (*pgoska@pps.net*), Columbia Regional Program, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**TERMS AND CONDITIONS**

1. **Term and Termination.** This Contract becomes effective on September 1, 2020, unless earlier terminated as provided below, this Contract shall continue through June 30, 2021.
2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:
  - a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.
  - b. Unilateral: Either party may terminate this Contract upon providing 60 days' written notice to the other party.
3. **Contract Documents.** This contract consists of these Terms and Conditions and Exhibit A (Statement of Work and Payment). A conflict in these documents shall be resolved in the priority listed above with these Terms and Conditions taking precedence over Exhibit A.
4. **Statement of Work.** Agency and Columbia shall perform the work described in Exhibit A.
5. **Maximum Total Payment; Invoices.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses, of **\$285,160** for deaf/hard of hearing services provided by Columbia to regionally eligible school-age students residing in Agency's service area, as detailed in Exhibit A. Upon work completion, Columbia shall submit detailed invoices quarterly to Agency, as detailed in Exhibit A. Agency shall pay District net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
7. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.
8. **Records Maintenance; Access.** Agency shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings, (collectively "Documents") for a minimum of six years, or any longer period that may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.
9. **Criminal Background Check.** District shall conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of District that will have unsupervised contact with students in the course of the work described in this contract. Agency shall conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Agency that will have unsupervised contact with students in the course of the work described in this contract. Each party shall be solely responsible for all fees associated with processing criminal background checks of its own officers, agents, or employees.
10. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
11. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws. Agency shall use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (a "recycled product" is defined in ORS 279A.010(ii)) to the maximum extent economically feasible in the performance of its obligations under this Contract.
12. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Columbia agrees that it shall indemnify, defend, and hold harmless Agency against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Columbia, Columbia's agents, employees, or assigns, in the execution or performance of the Contract.

Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency agrees that it shall indemnify, defend, and hold harmless Columbia and District against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Columbia or District may be subject directly relating to any wrongdoing, misconduct, wont of care, skill,

negligence, or default by Agency, Agency's agents, employees, or assigns, in the execution or performance of the Contract.

District, Columbia, and Agency shall promptly notify each other in writing of any such claim and shall cooperate with each other in a reasonable manner to defend such claim.

District shall have control of the defense and settlement of any claim that is subject to this Section 12; however, neither District nor any attorney engaged by District may defend the claim in the name of the State of Oregon, ODE, or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving written approval from the Oregon Attorney General authorizing District or its engaged attorney to act as legal counsel for the State of Oregon. District may not settle any claim on behalf of the State of Oregon without the approval of the Attorney General. At its election and expense, the State of Oregon may assume its own defense if it determines that District is (a) prohibited from defending the State of Oregon, (b) is not adequately defending the State of Oregon's interests, or (c) that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**13. Insurance.** Please check one box:

Agency and District are self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. The parties represent and warrant that they have and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, Agency is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon.

**OR**

At all times while providing services under this Contract, Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

- a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
- b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
- c. General Liability. Agency shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.
- f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate shall also state the relevant deductible or retention level. For general liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. If requested by District, Agency shall also provide complete copies of insurance policies to District.

14. **Controlling Law; Venue.** Any dispute under this Contract or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
15. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.
16. **Force Majeure.** Neither Agency nor District may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where the cause was beyond the reasonable control of Agency or District, respectively. However, District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, shall diligently pursue performance of its obligations under this Contract.
17. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
18. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
19. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**AGENCY**

Reynolds School District

**DISTRICT**

School District No. 1J, Multnomah County, Oregon

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Emily Courtnage  
Director, Purchasing & Contracting

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COLUMBIA REGIONAL CONTACT:**

Special Education Department

*Matthew Bennett*

Pam Goska  
Columbia Regional Program  
833 NE 74th Avenue  
Portland, Or 97213  
503.916.5570

Budget Code: 100.1225.0310.041.320.000

TIN: 93-6000830

Approved as to form by Legal 8/26/2020

**EXHIBIT A  
STATEMENT OF WORK AND PAYMENT**

**DUTIES**

**1. Columbia Regional Program (Columbia) shall:**

- A. Provide regionally eligible **SCHOOL-AGE** children Deaf and Hard of Hearing classroom services.
- B. Provide the following staff support:
  - 1) Certified Teachers of the Deaf and Hard of Hearing (“DHH”)
  - 2) Paraprofessionals
  - 3) Speech Pathologist, specializing in Speech/Language for DHH
  - 4) School Psychologist, specializing in support for DHH
  - 5) ASL Interpreters determined by student need and individualized education plan (“IEP”) team decisions at the billing rate stated below.
- C. Include provision for substitute:
  - 1) Teacher
  - 2) Paraprofessional
  - 3) ASL Interpreter
- D. Provide limited supplies.
- E. Provide access to interpreters available for extracurricular activities at the billing rate stated below.

**2. Agency shall**

- A. Arrange and provide, at its sole cost, all student transportation to and from the classroom.
- B. In conjunction with the Columbia DHH classroom teacher, develop and participate in an annual IEP for students and consider such amendments to the IEP as may be suggested by Columbia.
- C. Provide Columbia with information reasonably available to it on students.

**PAYMENT and INVOICES**

- 1. Payment under this Contract is based upon anticipated services requested by Agency for September 1, 2020 through June 30, 2021. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis.

Reynolds School District, \$285,160.00

2. Agency has requested the following services with associated billing rates based on the following annual fee(s):
  - 6 \$25,000 for Columbia classroom for DHH students
  - 4 \$8,275 for elementary interpreter Columbia classroom K – 5<sup>th</sup> grade
  - 2 \$23,100 for partial interpreter Columbia classroom middle and high school  
\$34,450 for 1/2 time interpreter Columbia high school classroom mainstreamed  
\$68,900 for a full interpreter for student fully mainstreamed in general education
  - 1 \$55,860 for a full-time 1:1 paraeducator for student fully mainstreamed in general education  
Interpreters available for extra-curricular activities at \$100/hour
  
3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:
  - November 2020: For enrollment September 1, 2020 through November 6, 2020
  - February 2021: For enrollment November 9, 2020 through January 29, 2021
  - April 2021: For enrollment February 1, 2021 through April 9, 2021
  - June 30, 2021: Final payment due for enrollment April 12, 2021 through June 30, 2021
  
4. Columbia Regional Program shall mail invoices to the person and address listed below:
 

**Attention: Matthew Bennet, SpEd Director**  
 Reynolds School District  
 1204 NE 201st Ave.  
 Fairview, 97024-9642
  
5. Agency shall pay Columbia net 30 days, mailing payments to the address below:
 

**Aaron Musk**  
 Grant Accounting  
 Portland Public Schools  
 P.O. Box 3107  
 Portland, OR 97208-3107

Reynolds School District, \$285,160.00

**Reynolds School District #7**

**WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM, (herein referred to as the “Addendum”) amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**COVID-19 Termination.** Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

**Force Majeure.** Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties’ own employees; walkouts by the Parties’ own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**Reynolds School District #7**

**Contractor**

\_\_\_\_\_  
Superintendent or Authorized Signer

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

P. Acceptance of Grants from Nourishing Neighbor: Feed Local Families in Need  
During Crisis and GenYOUth: COVID-19 Emergency School Nutrition Funding

159

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of District Operations and Student and Family Services

Prepared by: Christy Foote, Nutrition Services Coordinator

**Subject: Acceptance of Grants from Nourishing Neighbors – Feed Local Families In Need During Crisis and GenYOUth – COVID-19 Emergency School Nutrition Funding**

Policy: [Funding Proposals and Applications - DD](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The Nourishing Neighbors: Feed Local Families in Need During Crisis grant was awarded to help cover the costs of meals that we gave out to parent and guardians during the pandemic closure between March 2020 to July 2020. The GenYOUth: COVID-19 Emergency School Nutrition Funding grant was awarded to help cover equipment for transporting or serving food or milk (e.g., breakfast cart/kiosk, travel carts to move food, serving tables, cardboard boxes, paper/plastic bags, etc.). The GenYOUth grant will help us with our additional packing costs, table purchases, and coolers purchased during school closure. The grant is for each school however we received written approval to track costs as a department. Funds can be applied as a department expense instead of applying per school.

**Previous Board Action:**

Not Applicable

**Background:**

The District applied for various grants to support nutrition emergency meal services required by the Governors order starting in March 2020. We applied for many grants to help cover additional expenses incurred during the closure including meals that were not reimbursable.

**Financial Implications:**

The Nourishing Neighbors: Feed Local Families in Need During Crisis grant was awarded for \$7,500 and will be used to cover non-reimbursable meals provided to adults from March to July 2020.

The GenYOUth: COVID-19 Emergency School Nutrition Funding grant was awarded as follows, with the grantor permission of applying it as a department expenses without having to track per school:

Total amount:	\$24,000
Alder	\$2,000
Davis	\$3,000
Fairview	\$3,000
Glenfair	\$3,000
Lee	\$2,000
Reynolds Middle	\$2,000
Rockwood Prep	\$3,000
Reynolds High	\$3,000
Wilkes	\$3,000

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends acceptance of the grants award.

**Motion:**

I move to accept The Nourishing Neighbors: Feed Local Families in Need During Crisis and The GenYOUth: COVID-19 Emergency School Nutrition Funding grants.

**From:** Christy Foote  
**Sent:** Thursday, May 21, 2020 6:56 AM  
**To:** Funds Admin Office; Foundation, GenYOUth; Kim Burns  
**Cc:** Margaret Breithaupt; Rachel Hopper  
**Subject:** RE: Covid 19 Award Thank you- Question

Thank you so much Kymberlee! We are thrilled with the this award and this will really help us. As you are aware, packaging for hot items is very expensive. We are doing our best to provide a variety of hot meals to our community.

We are so Grateful!

Sincerely,

Christy Foote  
Nutrition Services Coordinator  
Reynolds School District  
(503) 491-3413 X3226

**From:** Funds Admin Office <fundsadminoffice@mmseducation.com>  
**Sent:** Wednesday, May 20, 2020 10:23 AM  
**To:** Christy Foote <CFoote@rsd7.net>; Foundation, GenYOUth <info@genyouthnow.org>; Kim Burns <KBurns@RSD7.Net>  
**Cc:** Margaret Breithaupt <MBreithaupt@rsd7.net>  
**Subject:** RE: Covid 19 Award Thank you- Question

**WARNING:** This email originated from outside of the Reynolds School District 7 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Christy,

First question: The three schools that were awarded funding were:  
Alder Elementary School  
Lee Middle School  
Reynolds Middle School

Second question:  
Yes, that is okay!

Third question:  
We are not sure what reporting – if any – will be required at this time, so if you just maintain some sort of general idea of how the funds were used (you already seem to have a good handle on that!) and maybe the impact on the students, that will be enough.

We also wanted to thank you for being so cautious and conscientious to have read all the terms and guidelines! Have a great day.

Thanks!

Kymerlee

**From:** Christy Foote [<mailto:CFoote@rsd7.net>]

**Sent:** Monday, May 18, 2020 3:31 PM

**To:** Funds Admin Office <[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)>; Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>; Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>

**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>

**Subject:** RE: Covid 19 Award Thank you- Question

**Importance:** High

Thank you Kymerlee.

Here are my questions:

1. We filled out 10 applications. Based on the check we received, we can see it was broken down in 3 sections of \$2000, for the full amount of \$6,000. We do not know what 3 sites were approved. Can you tell us what schools were approved? Do you have some type of award letter that you can give us?
2. We are serving at 10 sites and have been since 3/16/20. We are not tracking our packing and equipment we have purchased per site. We are tracking as type of cost by department ( i.e, equipment purchases and paper purchases).

In the other terms section of the document, it says we can not transfer to another school, institution or individual without prior written approval for GENYOUth. Would we be able to obtain permission to use the money, for any of our 10 sites and put the money toward our collective costs (by the nutrition depart.), in the correct categories (equipment or packing) instead of breaking up by school?

For example: We have purchased 40 soft sided insulated bags; 20 hot and 20 cold. We have brought in around \$4,500 dollars' worth on these bags to be able to transport food outside safely for service. We have split these up throughout the district based on participation numbers and need. We are not tracking these by individual serving site.

3. The other terms also state, schools receiving funds agree to provide information about the use of funds if requested by GENYOUth. Is there something specific you want us to report to you? Can you tell us what the reporting requirements will be?

Thank you for your help. We are very excited to receive this financial support.

We appreciate your considerations as you help support this important work going on all over the country.

Respectfully,

Christy Foote  
Nutrition Services Coordinator  
Reynolds School District  
(503) 491-3413 X3226

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**From:** Funds Admin Office <[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)>  
**Sent:** Monday, May 18, 2020 12:01 PM  
**To:** Christy Foote <[CFoote@rsd7.net](mailto:CFoote@rsd7.net)>; Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>; Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>  
**Subject:** RE: Covid 19 Award Thank you- Question

**WARNING:** This email originated from outside of the Reynolds School District 7 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Christy,  
This is the help desk, what types of questions do you have. You can just reply to me instead of reply to all.

*Thanks!*

Kymerlee

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**From:** Christy Foote [<mailto:CFoote@rsd7.net>]  
**Sent:** Monday, May 18, 2020 2:02 PM  
**To:** Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>; Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>; Funds Admin Office <[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)>  
**Subject:** RE: Covid 19 Award Thank you- Question

Thank you. I have a bunch of questions on how we need to apply the funding. Can we get a contact name and number?

Thanks,

Christy Foote  
Nutrition Services Coordinator  
Reynolds School District  
(503) 491-3413 X3226

---

**From:** Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>  
**Sent:** Monday, May 18, 2020 10:22 AM  
**To:** Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>; Christy Foote <[CFoote@rsd7.net](mailto:CFoote@rsd7.net)>;  
[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)  
**Subject:** RE: Covid 19 Award Thank you- Question

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Hello Kim,

Thank you for the great work you are doing and congratulations on the grant funding! I have cc'd the Grants Help Desk who can assist you with identifying which of your schools received the grant funding and answer your question about reporting.

With thanks,  
The GENYOUth Team

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**From:** Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Sent:** Monday, May 18, 2020 1:08 PM  
**To:** Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>  
**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>; Christy Foote <[CFoote@rsd7.net](mailto:CFoote@rsd7.net)>  
**Subject:** Covid 19 Award Thank you- Question

Hello,  
We received funding, THANK YOU!  
However,  
We are not quite sure on which of our applications was approved.  
If this is a grant; do you have any reporting requirements?

Thank you,

Kim Burns  
Meal Benefits and Claims Technician  
Reynolds School District  
Nutrition Services  
1214 NE 201st Ave  
Fairview, Or 97024  
503-491-3413 Direct Dial  
Ext 3413 for RSD in House  
503-667-7179 Fax (we do NOT accept faxed applications)  
[kburns@rsd7.net](mailto:kburns@rsd7.net)  
Reynolds Nutrition is an equal opportunity provider

Meal Service Sites During Closure  
<https://www.reynolds.k12.or.us/district/where-find-food>

NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) regarding Reynolds School District #7, and may contain confidential and privileged information protected by federal and state law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

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This email communication and any files transmitted with it may contain confidential and or proprietary information and is provided for the use of the intended recipient only. Any review, re-transmission or dissemination of this information by anyone other than the intended recipient is prohibited. If you receive this email in error, please contact the sender and delete this communication and any copies immediately. Thank you.

**Christy Foote**

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**From:** Kim Burns  
**Sent:** Friday, May 15, 2020 9:19 AM  
**To:** Christy Foote  
**Subject:** RE: GENYouth.IncCOVID-19 Emergency School Nutrition Funding Check

These 3 applications were specific to 22B.

“Equipment for transporting or serving food or milk (eg: cart, serving tables, cardboard boxes, paper/plastic bags, etc.)

---

**From:** Nuthathai Nicolaescu <NNicolaescu@rsd7.net>  
**Sent:** Friday, May 15, 2020 9:10 AM  
**To:** Margaret Breithaupt <MBreithaupt@rsd7.net>; Christy Foote <CFoote@rsd7.net>  
**Cc:** Becky Nino <BNino@rsd7.net>; Kim Burns <KBurns@RSD7.Net>  
**Subject:** RE: GENYouth.IncCOVID-19 Emergency School Nutrition Funding Check

No, It wasn't attached any letter with a check. Only the check stub describe to “COVID-19 Emergency School Nutrition Funding Check”

**GENYOUth, Inc.**  
**OR-REYNOLDS S—Reynolds School District**  
**Print As: Reynolds School District**

**1204 NE 201st Ave**  
**Fairview, OR 97024**

Date	Bill #	Reference Number	Amount Due
05/04/2020	COVID-19 Emergency School Nutrition Funding	OR-COVID-1...on Funding	\$2,000.00
05/04/2020	COVID-19 Emergency School Nutrition Funding-1	OR-COVID-1...on Funding	\$2,000.00
06/04/2020	COVID-19 Emergency School Nutrition Funding-2	OR-COVID-1...on Funding	\$2,000.00
Net Amount:			

Thank you.

**Nuthathai Nicolaescu**  
GL Technician  
Reynolds School District #7  
1204 NE 201st Ave | Fairview, OR 97024  
503.661.7200 Ext.3341



---

**From:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>  
**Sent:** Friday, May 15, 2020 9:05 AM  
**To:** Nuthathai Nicolaescu <[NNicolaescu@rsd7.net](mailto:NNicolaescu@rsd7.net)>; Christy Foote <[CFoote@rsd7.net](mailto:CFoote@rsd7.net)>  
**Cc:** Becky Nino <[BNino@rsd7.net](mailto:BNino@rsd7.net)>; Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Subject:** RE: GENYouth.IncCOVID-19 Emergency School Nutrition Funding Check

Congratulations!

Is there a letter or email that could help us determine if this is a donation or a grant? That will impact account coding.

Thanks,

**Margaret Breithaupt**  
Grant Accountant  
Reynolds School District #7  
1204 NE 201<sup>st</sup> Ave. Fairview, OR 97024  
PH: 503.661.7200 x3217 | EM: [mbreithaupt@rsd7.net](mailto:mbreithaupt@rsd7.net)



---

**From:** Nuthathai Nicolaescu <[NNicolaescu@rsd7.net](mailto:NNicolaescu@rsd7.net)>  
**Sent:** Friday, May 15, 2020 8:22 AM  
**To:** Christy Foote <[CFoote@rsd7.net](mailto:CFoote@rsd7.net)>  
**Cc:** Becky Nino <[BNino@rsd7.net](mailto:BNino@rsd7.net)>; Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>  
**Subject:** GENYouth.IncCOVID-19 Emergency School Nutrition Funding Check

Hi Christy,

Enclosed is a GENYouth.IncCOVID-19 Emergency School Nutrition Funding Check been received yesterday. Do you have the Account code specifically for this funding?

Thank you.

**Nuthathai Nicolaescu**  
GL Technician  
Reynolds School District #7  
1204 NE 201<sup>st</sup> Ave | Fairview, OR 97024  
503.661.7200 Ext.3341

## Christy Foote

---

**From:** GENYOUthFunds <fundsadminoffice@mmseducation.com>  
**Sent:** Thursday, April 30, 2020 3:21 PM  
**To:** Christy Foote  
**Subject:** COVID 19 Funds Submit Confirmation

**WARNING:** This email originated from outside of the Reynolds School District 7 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you – your application has successfully been submitted.

Applications will be reviewed on a rolling basis. The applicant, principal and school nutrition professional identified in the application will be notified of the decision on your application, so keep an eye out for an email from [fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

We have received a tremendous response to this offer, so we want to let you know that while we are working as quickly as possible, the decision notifications may take longer than originally anticipated. We appreciate your patience.

**Extra Credit Opportunity!** To help families during school closures, GENYOUth and technology company SAP have created an online resource so families know where the closest feeding sites are located. We're asking you to supply your school's information. Schools that input information will be given special consideration to receive GENYOUth's COVID-19 Emergency School Nutrition Fund, the grant application you have submitted. It will take just 5 minutes to register and submit. [Please click here.](#)

If you selected to receive funding via ELECTRONIC TRANSFER, and are approved for funding, you will need to provide the following electronic transfer information through a secure link that will be provided in the approval email you receive:

- Uploaded image of voided check from the account where the funding will be deposited
- Bank routing number
- Bank account number

Having this information available will help expedite getting funds to your school. More information on this will be provided in the notification message, if your school is approved for funding.

If you have any questions in the meantime, please email the [Funds Administration Office](#).

Sincerely

Funds Administration Office

If you do not wish to receive future e-mail reminders, please [click here](#) to unsubscribe.



## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:10 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Monday, May 4, 2020 9:09 AM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: May 4, 2020

RE: ALDER ELEMENTARY SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth and OREGON, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$2000.

Within the next few weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address which you supplied in your application.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

[GENYOUth](#)

[515 Madison Avenue | 26th Floor | New York | NY | 10022](#)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:10 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

---

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Monday, May 4, 2020 9:09 AM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

**WARNING:** This email originated from outside of the Reynolds School District 7 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Date: May 4, 2020

RE: HAUTON B LEE MIDDLE SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth and OREGON, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$2000.

Within the next few weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address which you supplied in your application.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

GENYOUth

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:09 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

---

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Monday, May 4, 2020 9:09 AM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: May 4, 2020

RE: REYNOLDS MIDDLE SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth and OREGON, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$2000.

Within the next few weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address which you supplied in your application.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

[GENYOUth](#)

[515 Madison Avenue | 26th Floor | New York | NY | 10022](#)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:03 AM  
**To:** Kim Burns  
**Subject:** FW: Covid 19 Award Thank you- Question

---

**From:** Christy Foote  
**Sent:** Thursday, May 21, 2020 6:56 AM  
**To:** Funds Admin Office <[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)>; Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>; Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>; Rachel Hopper <[RHopper@rsd7.net](mailto:RHopper@rsd7.net)>  
**Subject:** RE: Covid 19 Award Thank you- Question

Thank you so much Kymberlee! We are thrilled with the this award and this will really help us. As you are aware, packaging for hot items is very expensive. We are doing our best to provide a variety of hot meals to our community.

We are so Grateful!

Sincerely,

Christy Foote  
Nutrition Services Coordinator  
Reynolds School District  
(503) 491-3413 X3226

---

**From:** Funds Admin Office <[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)>  
**Sent:** Wednesday, May 20, 2020 10:23 AM  
**To:** Christy Foote <[CFoote@rsd7.net](mailto:CFoote@rsd7.net)>; Foundation, GenYOUth <[info@genyouthnow.org](mailto:info@genyouthnow.org)>; Kim Burns <[KBurns@RSD7.Net](mailto:KBurns@RSD7.Net)>  
**Cc:** Margaret Breithaupt <[MBreithaupt@rsd7.net](mailto:MBreithaupt@rsd7.net)>  
**Subject:** RE: Covid 19 Award Thank you- Question

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Hello Christy,

First question: The three schools that were awarded funding were:  
Alder Elementary School  
Lee Middle School  
Reynolds Middle School

Second question:

## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:02 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

---

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Monday, June 8, 2020 11:45 AM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Cc:** Lisa Mcdonald <LMcdonald@rsd7.net>; Christy Foote <CFoote@rsd7.net>; fundsadminoffice@mmseducation.com  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: Jun 8, 2020

RE: GLENFAIR ELEMENTARY SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth, Oregon Dairy and Nutrition Council and our partnership with the Albertsons Companies Foundation, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$3000.

Within the next four weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address that you supplied in your application.

If you submitted applications for multiple schools in your district, you will receive individual notices for each school that is approved for funding. Since applications are being reviewed on a rolling basis, schools are being notified if they are approved for funding; all other submitted applications remain in consideration.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

GENYOUth has contracted with [MMS Education](#) to serve as the Funds Administration Office in administering the COVID-19 Emergency School Nutrition Funding grants.

GENYOUth

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:02 AM  
**To:** Kim Burns  
**Subject:** FW: Your COVID-19 Emergency School Nutrition Funding Application

**From:** Funds Administration Office <fundsadminoffice@mmseducation.com>  
**Sent:** Thursday, June 18, 2020 12:01 PM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Subject:** Your COVID-19 Emergency School Nutrition Funding Application

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---

Thank you very much for submitting an application for GENYOUth's COVID-19 Emergency School Nutrition Funding opportunity.

We have received a tremendous response to this offer, so we want to let you know that while we are working as quickly as possible, the decision notifications may take longer than originally anticipated. We appreciate your patience.

Applications are received and decisions are made on a rolling basis. Applications that are approved will have an email notification sent to the applicant at the email address supplied in the application.

All other applications, including yours, will remain in consideration. Our goal is to award funding to as many schools as possible given the great demand, however, please know that funding is limited.

We commend you on all you and your staff are doing to provide meals to your students during this difficult time. Thank you!

Sincerely,  
The Funds Administration Office

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:02 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

---

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Wednesday, July 1, 2020 12:08 PM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Cc:** Ashley Furlong <AFurlong@rsd7.net>; Christy Foote <CFoote@rsd7.net>; fundsadminoffice@mmseducation.com  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: Jul 1, 2020

RE: DAVIS ELEMENTARY SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth, Oregon Dairy and Nutrition Council and our partnership with the Albertsons Companies Foundation, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$3000.

Within the next four weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address that you supplied in your application.

If you submitted applications for multiple schools in your district, you will receive individual notices for each school that is approved for funding. Since applications are being reviewed on a rolling basis, schools are being notified if they are approved for funding; all other submitted applications remain in consideration.

We realize your school feeding program may have changed/ceased since you applied for this funding. You may use this funding to reimburse your school for expenses related to equipment and supplies needed for feeding your students

during the pandemic. Or it may be applied to equipment and supplies needed for feeding your students this coming school year. Note that the funding may not be used to buy food—either as a reimbursement, or this coming school year.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:01 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Wednesday, July 1, 2020 12:08 PM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Cc:** john.nelson@rockwoodprep.org; Christy Foote <CFoote@rsd7.net>; fundsadminoffice@mmseducation.com  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: Jul 1, 2020

RE: ROCKWOOD PREPARATORY ACADEMY; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth, Oregon Dairy and Nutrition Council and our partnership with the Albertsons Companies Foundation, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$3000.

Within the next four weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address that you supplied in your application.

If you submitted applications for multiple schools in your district, you will receive individual notices for each school that is approved for funding. Since applications are being reviewed on a rolling basis, schools are being notified if they are approved for funding; all other submitted applications remain in consideration.

We realize your school feeding program may have changed/ceased since you applied for this funding. You may use this funding to reimburse your school for expenses related to equipment and supplies needed for feeding your students

during the pandemic. Or it may be applied to equipment and supplies needed for feeding your students this coming school year. Note that the funding may not be used to buy food—either as a reimbursement, or this coming school year.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:01 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

---

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Wednesday, July 1, 2020 12:08 PM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Cc:** wbakely@rsd7.net; Christy Foote <CFoote@rsd7.net>; fundsadminoffice@mmseducation.com  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: Jul 1, 2020

RE: REYNOLDS HIGH SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth, Oregon Dairy and Nutrition Council and our partnership with the Albertsons Companies Foundation, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$3000.

Within the next four weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address that you supplied in your application.

If you submitted applications for multiple schools in your district, you will receive individual notices for each school that is approved for funding. Since applications are being reviewed on a rolling basis, schools are being notified if they are approved for funding; all other submitted applications remain in consideration.

We realize your school feeding program may have changed/ceased since you applied for this funding. You may use this funding to reimburse your school for expenses related to equipment and supplies needed for feeding your students

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GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:01 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

---

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Monday, July 13, 2020 12:17 PM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Cc:** Jonathan Steinhoff <JSteinhoff@rsd7.net>; Christy Foote <CFoote@rsd7.net>; fundsadminoffice@mmseducation.com  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: Jul 13, 2020

RE: FAIRVIEW ELEMENTARY SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth, Oregon Dairy and Nutrition Council and our partnership with the Albertsons Companies Foundation, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$3000.

Within the next four weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address that you supplied in your application.

If you submitted applications for multiple schools in your district, you will receive individual notices for each school that is approved for funding. Since applications are being reviewed on a rolling basis, schools are being notified if they are approved for funding; all other submitted applications remain in consideration.

We realize your school feeding program may have changed/ceased since you applied for this funding. You may use this funding to reimburse your school for expenses related to equipment and supplies needed for feeding your students

during the pandemic. Or it may be applied to equipment and supplies needed for feeding your students this coming school year. Note that the funding may not be used to buy food—either as a reimbursement, or this coming school year.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 9:00 AM  
**To:** Kim Burns  
**Subject:** FW: Decision on Your Emergency School Nutrition Funding Application

**From:** FundsAdminOffice <FundsAdminOffice@mmseducation.com>  
**Sent:** Monday, August 10, 2020 8:47 AM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Cc:** Sarah Shields <SShields@rsd7.net>; Christy Foote <CFoote@rsd7.net>; fundsadminoffice@mmseducation.com  
**Subject:** Decision on Your Emergency School Nutrition Funding Application

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Date: Aug 10, 2020

RE: WILKES ELEMENTARY SCHOOL; REYNOLDS SCHOOL DISTRICT 7

Dear Christy Foote,

Congratulations! On behalf of GENYOUth, Oregon Dairy and Nutrition Council and our partnership with the Albertsons Companies Foundation, we are pleased to inform you that your school's application for the COVID-19 Emergency School Nutrition Funding has been approved! Based on the tremendous demand for this emergency funding, your school has been approved for \$3000.

Within the next four weeks, your school will receive a check via USPS mail from GENYOUth, arriving at the address that you supplied in your application.

If you submitted applications for multiple schools in your district, you will receive individual notices for each school that is approved for funding. Since applications are being reviewed on a rolling basis, schools are being notified if they are approved for funding; all other submitted applications remain in consideration.

We realize your school feeding program may have changed/ceased since you applied for this funding. You may use this funding to reimburse your school for expenses related to equipment and supplies needed for feeding your students

during the pandemic. Or it may be applied to equipment and supplies needed for feeding your students this coming school year. Note that the funding may not be used to buy food—either as a reimbursement, or this coming school year.

GENYOUth would love to see how your funding is being used! Please post on social media and share images, showing us how you're using your equipment, and remember to include the hashtag #ForSchoolsSake.

We commend you and your staff for all that you are doing to provide nutritious meals for your students and community during this extreme time of need. Thank you!

Be safe!

Sincerely,

Funds Administration Office

[fundsadminoffice@mmseducation.com](mailto:fundsadminoffice@mmseducation.com)

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## Christy Foote

---

**From:** Christy Foote  
**Sent:** Thursday, August 27, 2020 8:58 AM  
**To:** Kim Burns  
**Subject:** FW: August Update: Your COVID-19 Emergency School Nutrition Funding Application

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**From:** Funds Administration Office <fundsadminoffice@mmseducation.com>  
**Sent:** Wednesday, August 19, 2020 9:04 AM  
**To:** Christy Foote <CFoote@rsd7.net>  
**Subject:** August Update: Your COVID-19 Emergency School Nutrition Funding Application

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Thank you very much for submitting an application for GENYOUTH's COVID-19 Emergency School Nutrition Funding opportunity. We want to let you know that we have not forgotten you and your application is still being considered for funding.

When we opened this application on March 30th we were astonished by the number of applications that poured in from schools all over the country. In the first week we received 8,500 applications—that is an average of over 1,200 applications per day. The applications are still coming in daily and we understand the extreme need that is out there to help schools during this crisis time. **We currently have received over 13,000 applications requesting over \$37 million dollars in funding.**

In order to meet this unprecedented demand, we have been working with new and old partners alike to raise money for this opportunity. We have had many generous donors but still have a large gap between the need and the available funding. The amount of funding we have available each week dictates how many applications we are able to approve. To date, we have approved approximately one-quarter of the applications received, awarding the neediest schools first, and delivering over \$8 million dollars to help schools feed their students.

We are fundraising every day so that we can continue to provide funding to more schools. Because this is an ongoing process, we do not want to turn down any schools and each week all outstanding applications are considered for funding, including yours.

We are working day and night to help school nutrition staff across the country and YOU are our inspiration. We applaud you for all you and your staff are doing for your students and community. Thank you!

Please take a look at [GENYOUth's website](#) to learn more about us and the work we do around the health and wellness of all students.

Sincerely,  
The Funds Administration Office

*GENYOUth has contracted with [MMS Education](#) to serve as the Funds Administration Office in administering the COVID-19 Emergency School Nutrition Funding grants.*



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**From:** Christy Foote  
**Sent:** Thursday, September 3, 2020 1:29 PM  
**To:** Christy Foote  
**Subject:** FW: Nourishing Neighbors Grant - Application Approved

**Importance:** High

**From:** Anjana Bhattarai <[Anjana.Bhattarai@albertsons.com](mailto:Anjana.Bhattarai@albertsons.com)>  
**Sent:** Monday, July 27, 2020 11:06 AM  
**To:** Justin Birmingham <[JBirmingham@rsd7.net](mailto:JBirmingham@rsd7.net)>  
**Cc:** Jill McGinnis <[Jill.McGinnis@safeway.com](mailto:Jill.McGinnis@safeway.com)>; Nicky Nielsen <[Nicole.Nielsen@albertsons.com](mailto:Nicole.Nielsen@albertsons.com)>  
**Subject:** Nourishing Neighbors - Application Approved

**WARNING:** This email originated from outside of the Reynolds School District 7 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Congratulations! Your application for funding through our Nourishing Neighbors – Feed Local Families in Need During this Crisis has been approved.

We would like to welcome you to the Nourishing Neighbors family!  
Name of Organization: Reynolds School District  
Approved Amount: \$7,500.00

You may use the funds to purchase gift cards. To purchase bulk gift cards, please feel free to contact Daisy Ford ([Daisy.Ford@albertsons.com](mailto:Daisy.Ford@albertsons.com)). We are sending a check to you shortly. The check is currently being sent to the address you provided – please let us know if you need us to send it to another location:  
1204 NE 201st Avenue  
Fairview, Oregon 97024

A few other things:

- There will be no reporting required for this grant. We do love photos and stories that you may want to share and we have a Thankful Thursday email that goes out to all employees. If you have any good photos or stories, please forward them along! You can send by simply replying to this email.
- Many of you have asked about social media. We would love for you to include us in your social media. We’ve made up some bugs and frames that you can use to announce that you are part of our Nourishing Neighbors family. I’ve attached a few options you can use if you choose. Please be sure to #Nourishingneighbors and add the mention your @store banner names in your area (if you need help with this, please let us know). A sample post is below:



If you have any questions at all, please do not hesitate to reach out to me. Thank you again for all you do. I hope you can stay safe and healthy.

Take Care.

**Anjana Bhattarai** | Program Officer, Albertsons Companies Foundation | (925) 738-1346 | (404) 906-8887 cell  
<http://national.albertsonscorporation.com/foundation>

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Warning: All e-mail sent to this address will be received by the corporate e-mail system, and is subject to archival and review by someone other than the recipient. This e-mail may contain proprietary information and is intended only for the use of the intended recipient(s). If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately.

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XVIII. **9:20p - Action Items**

- A. Approval of Resolution 2020-2021-008 Authorizing the Issuance and Negotiated Sale of a Full Faith and Credit Agreement; Designating an Authorized Representative; Authorizing the Execution and Delivery of a Financing Agreement; and Related Matters

195

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Christina Weinard, Director of Financial Services

**Subject: Resolution 2020-2021-008: A Resolution of Reynolds School District No. 7, Multnomah County, Oregon Authorizing the Issuance and Negotiated Sale of a Full Faith and Credit Agreement; Designating an Authorized Representative; Authorizing the Execution and Delivery of a Financing Agreement and Related Matters**

Policy: [Capital Construction Program – FC](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

---

**Connection to Board Goals:**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:**

We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The Board will hear a presentation from Piper Sandler & Co. regarding the option to refund our Full Faith and Credit Refunding Obligations, Series 2010, and to finance the purchase of buses and related cost. This will include a review of the 2020 Authorizing Resolution 2020-2021-008 for the Full Faith and Credit Agreement.

Please refer to the following attachments:

- 1 Reynolds SD – 2020 FFC and Ref – Authorizing Resolution

**Previous Board Action:**

- February 2010 – the Board Adopted Full Faith and Credit Refunding Obligation Resolution 2009-2010-005
- May 2020 – the Board accepted the Environmental Protection Agency (EPA) 2019 Diesel Emission Reduction Act (DERA) School Bus Rebate, and the Portland General Electric (PGE) 2020 Electric School Bus Grant
- August 2020 – the Board approved the authorization for purchase of school buses related to the Environmental Protection Agency (EPA) 2019 Diesel Emission Reduction

Act (DERA) School Bus Rebate Grant and the General Electric (PGE) 2020 Electric School Bus Grant

**Background:**

In 2010, the Board adopted Bond Resolution 2009-2010-005. This was followed by the District retiring the following securities: Series 2006 Full Faith and Credit Obligations, Series 2007 Full Faith and Credit Obligation, 2003 Financing Agreement Note, and 2007 Financing Agreement Note. These securities were related to the refinancing of the Edgefield, Wilkes and Four Corners property along with renovation loans.

The Board approved the Environmental Protection Agency (EPA) 2019 Emission Reduction Act (DERA) School Bus Rebate and the Portland General Emission (PGE) 2020 Electric School Bus grants in May of 2020 and approved the authorization to spend for the purchases of the buses in August. The purchase of these buses will help the district meet the Oregon Revised Statute (ORS) 468A.796, which requires that all school buses powered by diesel engines meet 2007 federal diesel emission standards, as established by the Environmental Protection Agency, by January 1, 2025.

The cost to the school district to purchase the 10 school buses (nine propane and one electric) is just under \$1,200,000. The transportation grant in the State School Fund will reimburse \$684,678 over the next 10 years. The Federal EPA rebate will provide \$200,000 to the district. This will leave just under \$300,000 as the final cost to the district.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommend the Board adopt Resolution 2020-2021-008 in order to authorize the refunding of Series 2010 Full Faith and Credit Obligations and purchase of buses and related equipment.

**Motion:**

I move that the Board adopt Resolution 2020-2021-008: A Resolution of Reynolds School District No. 7, Multnomah County, Oregon Authorizing the Issuance and Negotiated Sale of a Full Faith and Credit Agreement; Designating an Authorized Representative; Authorizing the Execution and Delivery of a Financing Agreement and Related Matter

**RESOLUTION NO. 2020-2021-008**

**A RESOLUTION OF REYNOLDS SCHOOL DISTRICT NO. 7, MULTNOMAH COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF A FULL FAITH AND CREDIT AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.**

**WHEREAS**, Reynolds School District No. 7, located in Multnomah County, Oregon (the “District”) previously issued its Full Faith and Credit Refunding Obligations, Series 2010, dated June 3, 2010 (the “Refundable Obligations”); and

**WHEREAS**, Oregon Revised Statutes (“ORS”) Section 271.390, ORS 287A.360 and other applicable provisions of ORS Chapter 287A authorize the District to refund all or a portion of the Refundable Obligations and pay costs of issuance; and

**WHEREAS**, the District has determined it is in their best interest to refund all or any portion of the Refundable Obligations and the Authorized Representative shall select all or any portion of the Refundable Obligations to be refunded in accordance with Section 4 hereof; and

**WHEREAS**, the District is also authorized by ORS 271.390 to finance real or personal property that is needed by the District; and

**WHEREAS**, the District has determined to finance the purchase of buses and related equipment (the “New Project”) and to pay costs of issuance pursuant to ORS 271.390; and

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

**NOW, THEREFORE**, the Board of Directors of Reynolds School District No. 7, Multnomah County, Oregon, resolves as follows:

**SECTION 1. AUTHORIZATION OF AGREEMENT.**

The District authorizes the:

- a. Issuance and Sale of Agreement. The District authorizes the issuance and negotiated sale of a Full Faith and Credit Agreement (the “Agreement”) of the District which shall be issued in an aggregate principal amount sufficient to refund all or a portion of the Refundable Obligations and in an amount not to exceed \$1,200,000 to finance the New Project and to pay the costs related to the authorization, sale, issuance and delivery of the Agreement.

The estimated weighted average life of the Agreement does not exceed the estimated dollar weighted average life of the projects being refinanced and the

New Project financed with the Financing Agreement, as required by ORS 271.390. The New Project is needed and the projects being refinanced were needed and are needed.

- b. Escrow Agreement. The District also authorizes the execution and delivery of an escrow agreement between the District and the escrow agent (the “Escrow Agreement”), in a form satisfactory to the Authorized Representative, pursuant to which an escrow agent may execute certificated obligations representing the principal amount payable under the Agreement, and evidencing the right of the escrow agent to receive the District’s finance payments under the Agreement.

## **SECTION 2. FINANCING PAYMENTS.**

The financing payments are payable from and secured by all legally available funds of the District. Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to make payments due under the Financing Agreement. This pledge of the District’s full faith and credit and taxing power shall not entitle the owners or purchasers of the Financing Agreement to any lien on specific properties or revenues of the District.

## **SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVE.**

The District hereby authorizes the Chair, Superintendent and Director of Financial Services (each an “Authorized Representative”) to act on behalf of the District and determine the remaining terms of the Agreement as delegated in Section 4 below.

## **SECTION 4. DELEGATION OF FINAL TERMS AND SALE OF OBLIGATIONS AND ADDITIONAL DOCUMENTS.**

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

- a. determine if the Agreement shall be placed with a bank or other financial institution or sold to the public markets;
- b. negotiate and execute a purchase agreement with the underwriter or purchaser;
- c. approve of and authorize the distribution of any preliminary and final Official Statements;
- d. determine if the Agreement shall be issued as tax-exempt or taxable;
- e. appoint a certified public accounting firm to act as verification agent to produce a report demonstrating the ability of the escrow account to meet all future debt service and related costs relative to the Refundable Obligations;
- f. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory redemption provisions, interest rates,

denominations, and all other terms under which the Agreement shall be issued, sold, executed, and delivered;

- g. select the maturities of the Refundable Obligations to be refunded and cause notice of call and redemption to be given as required by law;
- h. appoint an escrow deposit agent and enter into an escrow deposit agreement;
- i. appoint an escrow agent, registrar and paying agent and execute and negotiate an escrow agreement for the certification and offering of obligations, if required;
- j. subscribe for and obtain eligible securities to be deposited in an escrow fund for the Refundable Obligations, if necessary; to the extent that any such action has been taken prior to the date of this Resolution, such action is hereby ratified;
- k. negotiate the terms and approve of the Agreement and any escrow agreement as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Agreement and any escrow agreement;
- l. determine whether the issuance shall be Book-Entry and take such actions as are necessary to qualify the issuance for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations as necessary;
- m. seek to obtain a rating, if determined by the Authorized Representative to be in the best interest of the District;
- n. apply for municipal bond insurance, if determined to be in the best interests of the District, and expend proceeds to pay any insurance premiums and to execute and deliver any required insurance agreement;
- o. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if necessary;
- p. designate the Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable;
- q. make any clarifying changes or additional covenants not inconsistent with this Resolution; and
- r. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Obligations in accordance with this Resolution.

## **SECTION 5. REIMBURSEMENT.**

The District hereby declares its official intent to reimburse itself for any Expenditures the District may make from its own funds on the New Project from the proceeds of the Agreement.

This Resolution is adopted as an official action of the District in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the District incurred prior to the date of issue of the Agreement.

**SECTION 6. APPOINTMENT OF UNDERWRITER AND SPECIAL COUNSEL.**

The District affirms the appointment of Piper Sandler & Co. as the Underwriter, and Hawkins Delafield & Wood LLP, as Special Counsel to the District for the issuance of the Agreement.

**SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT.**

In consideration of the purchase and acceptance of any or all of the Agreement by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Agreement, including without limitation the District's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED by the Board of Directors of the Reynolds School District No. 7, located in Multnomah County, Oregon this 23<sup>rd</sup> day of September, 2020.

**REYNOLDS SCHOOL DISTRICT NO. 7  
MULTNOMAH COUNTY, OREGON**

By:

\_\_\_\_\_  
Valerie Tewksbury, Board Chair

**ATTEST:**

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

Dr. Danna Diaz, Superintendent

# Reynolds School District No. 7

## Full Faith and Credit and Refunding Obligations, Series 2020

### Preliminary Schedule of Events; as of September 14, 2020

Financing Team		
Issuer:	Reynolds School District No. 7	SD
Special Counsel:	Hawkins Delafield & Wood LLP	SC
Registrar/Escrow/Paying Agent:	U.S. Bank	PA
Escrow Verification Agent:	Causey Demgen & Moore PC	CDM
Underwriter:	Piper Sandler & Co.	PSC

September						
S	M	T	W	T	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						
S	M	T	W	T	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						
S	M	T	W	T	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						
S	M	T	W	T	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		

<input checked="" type="checkbox"/>	Due Date	Event	Parties
<input checked="" type="checkbox"/>	Fri., Sept. 11	Revised Authorizing Resolution to District for Board Packet	SC
<input checked="" type="checkbox"/>	Mon., Sept. 14	Circulate schedule and distribution list	PSC
	<b>Wed., Sept 23</b>	<b>Board Adopts Authorizing Resolution</b>	<b>SD Board</b>
	Tues., Oct. 6	First draft Preliminary Official Statement (POS) circulated	PSC
		Continuing Disclosure Review circulated	PSC
		MDAC 1 filed with Treasury	PSC
	Tues., Oct. 20	Comments due on first draft POS	Fin. Team
	Wed., Oct. 21	Second draft POS circulated	PSC
		First draft Continuing Disclosure Undertaking circulated	SC
	Fri., Oct. 23	Draft POS and most recent available audited financials to rating agency	PSC
	Thurs., Nov. 5	Comments due on second draft POS	Fin. Team
	Fri., Nov. 6	Circulate Due Diligence Questionnaire; updated POS; draft Rating Presentation	PSC
	<b>Wk. of Nov. 9</b>	<b>Due diligence and Rating prep calls</b>	<b>SD; PSC; SC</b>
		<b>Rating Presentation circulated to rating agency</b>	<b>PSC</b>
		<b>Conference call with rating agency</b>	<b>SD; PSC</b>
	Fri., Nov. 13	Clean copy of draft POS to SD Board	SD
		Substantially complete draft POS and "Deemed Final" letter circulated	PSC
	Wk. of Nov. 16	Receive rating(s)	PSC
	Mon., Nov. 23	Final comments on POS due	Fin. Team
		End of Board review of POS; "Deemed Final" letter due to PSC	SD
	Tues., Nov. 24	Posting and distribution of POS	PSC
	<b>Tues., Dec. 8</b>	<b>Pre-pricing (time between 11 a.m. and 2 p.m. to be determined)</b>	<b>SD; PSC</b>
	<b>Wed., Dec. 9</b>	<b>Pricing (District staff to be available throughout the day)</b>	<b>SD; PSC</b>
		Purchase Agreement signed; Receive Escrow verification	SD; PSC; CDM
	Mon., Dec. 14	Final Official Statement posted; File MDAC 2	PSC
	Wk. of Dec. 14	Draft closing documents circulated	SC
	Wed., Dec. 16	Closing Memorandum circulated	PSC
	<b>Wed., Dec. 23</b>	<b>Closing – Obligations Called</b>	<b>Fin. Team</b>
	<b>Tues., Jan. 12</b>	<b>Obligations Prepaid after 20-day notice period</b>	<b>SD; PA</b>



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Approval of New Mission and Vision Statements**

Policy: [Board Powers and Duties - BBA](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

---

**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The RSD School Board revised the current mission and vision statements. There are three potential vision statements that need to be discussed so the Board can adopt both a new mission and vision.

**Previous Board Action:**

The current mission and vision statements were adopted by the RSD Board of Directors in June 2013.

**Background:**

The current mission statement is “Each graduate embraces lifelong learning and applies skills in technology, global literacy, creativity, and critical thinking to enhance family, career, and community.” The current vision statement is “Each and every child prepared for a world yet to be imagined.”

**Financial Implications:**

Not Applicable.

**Alternatives:**

The Board could determine that more revisions are necessary before any statements can be approved.

**Staff Recommendation:**

Staff recommends that the Board adopt a new mission and vision statement.

**Motions:**

Mission:

I move that the Board approve the mission statement: "We lead with equity to educate and support all students to graduate with the skills and confidence to thrive."

Vision:

Option 1:

I move that the Board approve the vision statement: "We partner with families and our community to prepare lifelong-learners to achieve their full potential in a complex and interconnected world."

Option 2:

I move that the Board approve the vision statement: "Together, we prepare lifelong-learners to achieve their full potential in a complex and interconnected world."

Option 3:

I move that the Board approve the vision statement: "As a community, we prepare lifelong-learners to achieve their full potential in a complex and interconnected world."

**Mission:**

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

**Vision:**

Option 1:

We partner with families and our community to prepare lifelong-learners to achieve their full potential in a complex and interconnected world.

Option 2:

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

Option 3:

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



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Approval of the Board Operating Handbook**

Policy: [Board Powers and Duties - BBA](#), [Individual Board Member's Authority and Responsibilities – BBAA](#), [Board Members Standards of Conduct - BBF](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

---

**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

This handbook was created as a reference guide for Board members – both existing members and new members.

**Previous Board Action:**

Not Applicable

**Background:**

Currently there are Board policies outlining proper Board procedures and operating guidelines. This handbook consolidates those policies into one location and outlines specific procedures more clearly.

**Financial Implications:**

Not Applicable.

**Alternatives:**

The Board could determine that more revisions are necessary before any handbook can be approved.

**Staff Recommendation:**

Staff recommends that the Board approve the Board Operating Handbook as presented.

**Motion:**

I move that the Board approve the Board Operating Handbook as presented.

or

I move that the Board approve the Board Operating Handbook with the following changes...

# Board of Directors

## Operating Handbook



<b><u>Mission, Vision, Goals and Core Beliefs / Commitments</u></b>	3
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<b>Appendix A: <u>District Policies Concerning the Board</u></b>	19
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**Mission:**

\*To be added after Board adoption

**Vision:**

\*To be added after Board adoption

**Board Pillars (based on the Core Beliefs/Commitments):**

- Safety
- Equity
- Instruction
- Organizational Culture

**Board Goals:**



## Core Beliefs / Commitments

**Core Belief/Commitment #1:** We believe that all students, families, and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.

**Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**Core Belief/Commitment #3:** We believe that high-quality first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.

**Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

The Reynolds School District Board of Directors has 7 members. They, along with the Superintendent, function as a “Team of Eight.” The School Board is the policy-making body of the district and the Superintendent provides leadership to staff in implementing those policies.

## Board Member Terms

- A term of office is four years. Positions 1-4 are on the same election cycle, as are Positions 5-7. The election cycles are two years apart, allowing for there to always be an experienced Board Member serving at any given time.
- Reynolds School District Board Positions are “at large” meaning positions do not represent specific sections of the district. Board members can run for any position number, no matter where they live in the district.

Policies:

[Board Elections - BBB](#)

[Board Member Qualifications - BBBA](#)

[Board Member Oath of Office - BBBB](#)

## Electing Board Officers

- The Board shall elect officers (a chair and a vice chair) every year at the July Business Meeting
- There are no term limits for Board Officers
- Election for Board Officers takes place in open session, as required by the state public meeting law.
- Process for electing board officers:
  1. Board members submit their interest to the Board chair prior to the July business meeting.
  2. At the beginning of the election process, the Board Chair will share the list of interested Board members with the rest of the Board.
  3. Each interested Board Member will have a chance to share a brief statement with the board.
  4. Nominations will be taken from the board and seconded.
  5. Board members will vote on those nominated.
- Any Board Officer who is transitioning out of a position will meet with the incoming officer to review the responsibilities of the role, exchange relevant documents, and review any issues or projects that are pending/in process.

Policies:

[Board Organization/Board Organizational Meeting - BC/BCA](#)

[Officers of the Board and Duties - BCB](#)

# Role and Authority of the Board

## Role of the Board

- Board authority rests with the board as a whole and not with individual Board members. Board members have authority only at Board meetings and not outside of the meetings.
- No Board member shall make agreements or promises on matters which should properly come before the Board as a whole.
- Board decisions are made by majority vote. Board members will publicly support those decisions once they are made, even though an individual board member may not have voted in favor of the decision.
- Board members shall recognize the Superintendent as the managerial and instructional leader to whom the Board has delegated administrative authority to manage every aspect of the District's operations.
- The Board as a whole directs the Superintendent. The Superintendent directs the staff. Individual Board members do neither.

### Board's Role

Make policy.

Hire the superintendent.

Develop district goals.

Adopt an annual budget.

Vote on the superintendent's recommendations and provide guidance as a full board.

Approve personnel appointments and terminations.

Provide financial and management oversight.

Refer constituents to the appropriate administrator.

Evaluate the superintendent.

Reach out to the community to advocate for the district.

### Superintendent's Role

Implement policy.

Manage the day-to-day operation of the school district.

Coordinate the development and implementation of strategic plans to meet district goals.

Prepare an annual budget based on priorities discussed with the board.

Provide the board with recommendations on all problems and issues under board consideration.

Recommend personnel appointments and terminations.

Manage district spending and operations.

Develop a process to ensure that constituent inquiries and concerns are heard.

Ensure the evaluation of staff.

Establish and maintain good public and media relations for the district.

Policies:

[Board Powers and Duties - BBA](#)  
[Individual Board Member's Authority and Responsibilities - BBAA](#)

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following commitments:

## **Student Centered Focus**

- I will be continuously guided by what is best for all students of the District.

## **Equity in Attitude**

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen to others' ideas with an open mind.

## **Trustworthiness in Stewardship**

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

## **Honor in Conduct**

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

## **Integrity of Character**

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law.

## **Commitment to Service**

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

## Board Member Standards of Conduct

- Board members shall treat other Board members, the Superintendent, staff, and members of the public with courtesy and respect.
- A Board member has the right to express personal opinions. When expressing such opinions in public, the Board member should clearly identify the opinions as his/her own.
- No Board member shall make commitments on matters which should properly come before the board as a whole.
- Board members shall not make a decision, deliberate toward a decision on any matter, or participate in discussions of official District business in groups where a quorum of Board members are present, except at an official meeting.
- A board member may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. A board member may still serve as a reference or provide a recommendation.
- A board member will respect the privacy rights of individuals when dealing with confidential information gained through association with the district.
- Board members shall recognize the superintendent as the chief executive officer to whom the board has delegated administrative authority to establish regulations and oversee the implementation of board policy.

Policies:

[Board Powers and Duties - BBA](#)

[Individual Board Member's Authority and Responsibilities - BBAA](#)

[Board Member Standards of Conduct - BBF](#)

[Board Members Ethics and Conflicts of Interest - BBFA](#)

[Board Member Ethics and Nepotism - BBFB](#)

The School Board of Directors meets every 2<sup>nd</sup> Wednesday of each month for a Work Session and every 4<sup>th</sup> Wednesday of each month for a Business Meeting.

## Meeting Types

- Regular Business Meeting
  - These meetings are preceded by an executive/closed session. All meetings are open to the public and are subject to provisions of Public Meeting laws. They are held to conduct the formal business of the district in public. Action may be taken during this meeting.
- Work Session
  - These meetings are held for Board members to receive information and to discuss items with staff. Some work session topics may come to the Board at a later date during a Board Meeting. The meeting may or may not be preceded by an executive/closed session.
- Executive Session
  - These meetings are not open to the public and can include consultation with legal counsel or special hearings for the Board. Since they are executive/closed meetings, there cannot be any formal or informal action votes.
  - No person other than Board members and the Superintendent is entitled to attend or participate in Executive Sessions. Others may be invited to participate by consent of the Board Chair and Superintendent.
  - Board members will respect the privacy right of individuals when dealing with confidential information gained through association with the district or in executive session.
  - Board members will not disclose or comment on any discussion from Executive Session other than to restate what is posted on the agenda. Otherwise, this opens Executive Session to the public.
  - Maintain confidentiality. It is agreed that the Board Chair will remind the members present during closed-session, both at the beginning and end, that all matters discussed must remain confidential.
  - Board members shall report any “leaks” of confidential matter to the board president who will discuss the matter with the individual breaching the confidentiality.
  - The Board may exclude the Superintendent from an Executive Session only for the purpose of discussing the Superintendent’s employment or job performance.
  - If it is in the interests of the District for a statement to be made regarding a closed-session discussion, the Board Chair will compose an official public statement that meets with the approval of a majority of the Board. Any such statement must comply with the limitations of the law.

Policies:

[Board Meetings - BD/BDA](#)

[Executive Session - BDC](#)

## Preparation for Board Meetings

- Board members will come to meetings prepared to address agenda items by reviewing the board packet materials prior to the meeting.
- If a Board member has questions or concerns about the board packet, or would like more information about an agenda item, he or she should address them to the Superintendent in advance of the meeting, giving the Superintendent time to prepare before providing answers at the meeting.
- Board members will inform the Superintendent if they intend to ask a question at a Board meeting that will require prior research to answer.

## Participation in Public Meetings

- Board members will encourage open communication amongst members, listen to and consider other members' points of view, focus on joint problem-solving, and support consensus-building decision making whenever possible.
- Board members shall participate fully and not be distracted by technology during the meeting.
  - Communication during a public meeting, even via text or email, is public record. Board members should not text or be on their phones during meetings. If there is a need for this, board members may notify the board, and potentially the public, ahead of time.
- If a board member asks a question during a meeting without prior notice to the Superintendent, the board member will acknowledge this. Possible language includes:
  - "I apologize to staff because I did not give them advance notice, and I know they may not have an answer at the moment"
- Actively listen to those sharing their points of view to facilitate full understanding and the possibility of changing viewpoints.
- Facilitate focused, open conversation.
- Be aware of body language.
- Refrain from deriding other individuals' ideas. Strive to value all opinions.
- Avoid assigning "ownership" of a question, thought, or idea expressed by a single Board member during a meeting, to encourage open discussion and exploration of ideas and information.
- Allow all members time to express themselves without feeling rushed by.
- Utilizing the phrase, "I agree with \_\_\_\_\_" to avoid repetition of the same ideas and points.
- Vocalize what another individual's statement has helped you learn or reconsider.
- Balance Board members' speaking time.
- Be succinct to maintain opportunity for all to express themselves.
- Board members are expected to conduct themselves professionally, ethically, and with courtesy during all meetings and public forums: no rude remarks, interruptions, yelling, name calling, or disrespectful verbal or body language.
- If, during a public meeting or public forum, a board member conducts himself or herself in a manner that violates this standard, the board chair may recess the meeting so that the behavior may be addressed privately. If the behavior continues upon resuming the meeting, the offending board

member may be ejected for the remainder of the meeting if the rest of the board unanimously agrees. If there is continued disruption, the meeting may be adjourned by a majority vote of the board.

### **Guidelines for Virtual Meetings**

- Board members will have their cameras on at all times for transparency.
  - Video helps keep everyone accountable for attention and decorum.
  - It's easier to keep everyone's attention when there are live faces on the screen.
  - If a Board member MUST step away, they can turn their camera off first.
- Board members should prepare for a virtual meeting like they would for an in-person meeting
- Be fully present.
- Be on time
- Make sure your name is updated to include your full name and title.
- Be aware of facial expressions as the public is watching and the meeting is being recorded.
- Keep your microphone muted when you are not speaking to limit background noise.
- State your name each time you speak. "This is..."
- Make sure you have the most updated board packet.
- All presenters will work off the same board packet and will present the exact page being shared with the public.
- Be engaged and eliminate distractions: keep other programs closed on your computer and do not try to multi-task.
- The Board Chair will take a roll call vote for all actionable items.

Policy:

[Conduct of Board Meetings - BDDF](#)

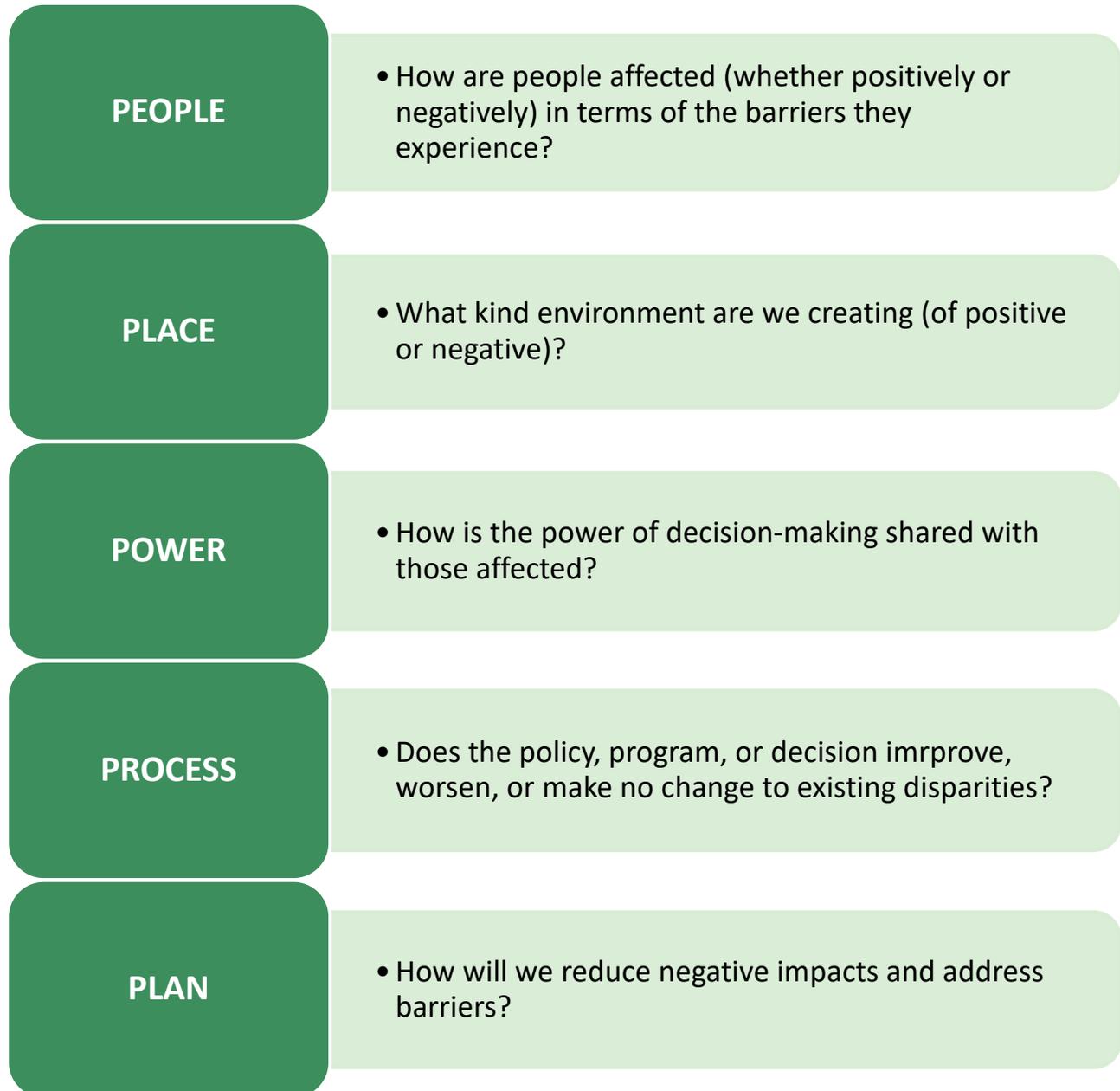
### **Placing Items on the Agenda**

- Agendas are drafted by the Superintendent, with consultation from the Board Chair and Vice Chair. The Board Chair has final approval of the agenda.
- Board members who wish to place an item on the agenda must make the request in writing to the Board Chair at least 14 days before the scheduled board meeting. In the rare case of urgent issues, items may be added at the discretion of the Superintendent and Board Chair.
- Should the Board Chair decline to place an item on the agenda, he or she will let the requesting Board member know the decision and the reason behind it.
- If an agenda item is denied, two Board members can submit the item to the Superintendent at least 10 days before the Board meeting.
- If a Board member wants to discuss an agenda item in the Consent Agenda, he or she may make a motion at the beginning of the meeting to move the item into the Action portion of the agenda.

# Diversity, Equity, and Inclusion Lens and Decision-Making Filter

The Reynolds School District strives to provide each student the access, opportunity, and support they need to meet their highest academic and social potential regardless of race, gender, socio-economic status, sexual orientation, gender identity, ethnicity, culture, linguistic difference, religion, immigration status or disability.

An Equity, Diversity, and Inclusion Lens is a set of questions used to ensure equitable outcomes. These questions should be used when planning, developing, implementing, or evaluating a policy, program, or decision.



## Equity Decision- Making Filters

How will this decision impact and/or support student learning and results?

To what extent does the decision align to our mission, vision, values, and collective commitments?

How will data be used to inform and evaluate the effectiveness of this decision?

What are the non-negotiables related to this decision that must be considered?

What are the barriers to more equitable outcomes and how will you (a) mitigate the negative impact and (b) address the barriers identified?

What impact will this decision have on our stakeholders and how are they involved in the decision-making, when possible?

What commitments are needed in order to achieve the desired results?

What resources are necessary to support this decision?

Does the policy, program, practice or decision worsen existing disparities or produce other unintended consequences?

How will this decision be communicated out to stakeholders?

## Communication with the Media and Public

- Board members retain the right to express personal opinions. When expressing opinions, Board members will clearly note that the opinion is his/her own and not the Board's. Board members will publicly support final decisions made by the Board.
- The Board Chair or designee shall be the official spokesperson for the Board. When communicating with the media on behalf of the Board, they will only make statements on actions or positions upon which the Board has taken official action.
- Press releases on behalf of the Board shall be approved by the Board prior to release unless an emergency or public necessity exists.
- The Superintendent or a designated staff member shall be the official spokesperson for the District on issues that relate to District operations.
- Statements shall not be made to the media regarding personnel or other matters protected by law.

## Communication with Staff Members

- Board members should communicate with the Superintendent rather than individual staff members.
- All official board communications, policies, and directives of staff interest and concern will be communicated to staff members through the Superintendent.
- The Superintendent will provide appropriate communication to keep staff fully informed of the board's policies, priorities, concerns, and actions.

## Social Media

- A Board member will use social media Web sites judiciously. They will not post any confidential information about students, staff, or district business.
- Board members will treat fellow Board members, staff, students, and the public with respect while posting on social media.
- Board members will adhere to Oregon Public Meetings Laws when communicating with other board members via websites or other electronic means.
- Board members will note that social media posts can make it into the traditional media
- Board members are encouraged to solicit participation of the public in District committees, such as the budget committee.

Policies:

[Board Staff Communications - BG](#)  
[Electronic Mail \(Email\) Communication - BGA](#)

## Internal Retreats

- The Board will hold two internal retreats a year – once in the late summer/early fall and one in the winter.
- The Board Chair and the Superintendent will work to find potential retreat dates with the consensus of the Board.
- The Board Chair and the Superintendent will seek input from Board members but have the final responsibility in setting retreat agendas.

## External Professional Development

- The Board will also engage in professional development throughout the school year. This training may include OSBA conferences, staff trainings, conferences, and the like.

Policies:

[Board Member Development - BHB](#)

- Board members are encouraged to visit any campus. If a Board member would like to visit a campus, he or she should let the Board Secretary know for help coordinating.
- Board members should be respectful of campus staff time when planning length of visit.
- Board members must honor the campus rules and following district guidelines regarding visitors. Identification badge must be visible while on campus.
- Board members will not assume a supervisory role with staff or students.
- Board members will not assume a participatory role with staff or students unless specifically requested by campus staff.
- Board members will not attempt to solve problems or make promises.
- Board members will remember that they are public servants and actions and behavior should reflect this critical role.
- Board members will make positive observations about the campus and express any concerns privately to the Superintendent.
- Board members are encouraged to know staff members but are never to give staff members directives.
- Board members have no restrictions on visits as a parent, as a spectator at school events, or other events open to the general public.

Policies:

[Board Staff Communications - BG](#)

- The Superintendent is in charge of hiring and firing employees. The Board may only approve or reject candidates brought forward by the Superintendent.
- Board members may not lobby for the hiring of any specific individual.
- Board members may not advise the superintendent on specific hiring decisions unless such input is sought.
- Board members must abstain from any votes on personnel issues where a conflict of interest is clear, as defined in board policy and/or statute.
- It is the expectation of the Board that community and school leaders will have an opportunity to provide input on the selection of principals, but that the Superintendent will have sole responsibility for recommending principal appointments.
- Board members may discuss concerns about specific existing employees with the Superintendent—but only with the Superintendent.
- All school district employees report to the Superintendent. The Superintendent is the only employee of the Board.

Policies:

**Board Staff Communications - BG**

## Concerns and Complaints within the Board

- If a Board member has a serious, specific concern about the performance of another Board member, which appears to be in violation of the Board operating agreements, he or she is encouraged to meet privately with the other member to resolve the issue.
- If the concern cannot be resolved between the two parties, it can be brought to the Board Chair, who may arrange a meeting with both members.

## Grievances and Appeals

- Board members must be fully informed on Board policies relating to the process for employee complaints, grievances and appeals.
- All grievance or appeal-related materials received by a Board member and anything heard at a hearing must be held in the strictest confidence.
- Members may only consider information that is presented during a grievance or appeal process. Board members may not privately seek out information regarding a grievance or appeal.
- If a Board member is unable to hear a grievance or appeal impartially, then he or she must inform the Superintendent and Board Chair immediately.
- Only the Board Chair should make public statements arising from a grievance or appeal.

## Complaints

When someone brings a concern/complaint to a Board member, the Board member will refer the person to the appropriate district employee and to the official complaint process to have the matter addressed. If the matter is extremely serious in nature, the Board member will also inform the Superintendent of the matter.

Board Policies:  
[Staff Complaints - GBM](#)

# New Board Member Training and Orientation

- Orientation for a new Board member may begin upon election and will complete no later than two weeks after the Board member has taken the oath of office.
- The Board Chair and Superintendent will provide the orientation.
- The orientation must include, but will not be limited to:
  - Board operating agreements, ethics policy, and board policies
  - Overview of district administrative organization
  - District budget
  - State public meeting laws
  - Requirements and opportunities for Board member training
  - The Board’s annual calendar and briefing on upcoming events
  - Expense reimbursement procedures
  - Training to access district electronic communications.

New Board Member Check-List	
Completed	Item
	ID Badge
	Name Plate (ordered _____; delivered _____)
	Business Cards (ordered _____; delivered _____)
	Contact Form Filled Out
	Photo Taken
	Bio Received for Webpage
	Added to Website
	Email Address Created
	Device (ordered _____; delivered _____)
	Board Operating Handbook Reviewed
	New Board Member Packet <ul style="list-style-type: none"> <li>• OSBA’s “What Every New Board Member Needs to Know”</li> <li>• OSBA’s “Guide to Parliamentary Procedure”</li> <li>• OSBA’s “Public Meetings Law, Board Meetings, and Executive Session”</li> <li>• Organizational Chart</li> <li>• District Map</li> <li>• Board Meeting Calendar</li> <li>• Common Acronym List</li> <li>• OSBA Budget Committee Handbook</li> <li>• Oath of Office</li> </ul>

Policies:  
[Orientation of New Board Members – BH/BHA](#)



Code: **BBA**  
 Adopted: 5/13/10  
 Revised/Readopted: 4/26/17

## **Board Powers and Duties**

The Legislature of the state of Oregon delegates to the board responsibility for the conduct and governance of programs and services in the district. The general powers granted to the board are:

### **1. Legislative or Rule-Making Authority**

In regular or special public meetings, after open discussion and after members' votes are recorded, the board will establish rules or policy to govern the conduct of its members and the proceedings of the board.

The board shall establish policies for governing the programs and services of the district consistent with State Board of Education rules and with local, state and federal laws.

The board is responsible for providing adequate and direct means for keeping informed about the needs and wishes of the public and for keeping local citizens informed about the schools.

### **2. Judicial Authority**

As provided by law, policy or contract, the board acts as a fact-finding body or a court of appeal for staff members, students and the public when issues involve board policies or agreements and their implementation, and when the board must determine the rights, duties or obligations of those who address the board.

### **3. Executive/Administrative Authority**

The board will appoint a superintendent delegated to establish administrative regulations to implement board policy and goals. The board will evaluate the superintendent's performance.

The board may establish academic and financial goals for the district and evaluate the superintendent's implementation of those goals.

The board will oversee the district's financial affairs by authorizing, appropriating and adopting budgets and by proposing local option or bond elections, when appropriate and as allowed by law, to provide for program operation and maintenance or acquisition of district property.

The board will authorize the superintendent to approve payment on all contracts and business transactions of the district in accordance with board policies on purchasing and budget requirements. The board will provide for an annual audit of the district's assets.

The board will employ the staff necessary to carry out the educational program and will provide for regular evaluation of staff.

The board will direct the collective bargaining process to establish collective bargaining agreements with the district's personnel. The board will establish, through the collective bargaining process where appropriate, salaries and salary schedules, other terms and conditions of employment, and personnel policies for districtwide application.

The board will establish the days of the year and the hours of the day when school will be in session.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.630](#)

[ORS 243.656](#)

[ORS Chapters 279A, 279B](#) and [279C](#)

[ORS 294.305 to -294.565](#)

[ORS 328.205 to -328.304](#)

[ORS 332.072](#)

[ORS 332.075](#)

[ORS 332.105](#)

[ORS 332.107](#)

[ORS Chapter 339](#)

[ORS 342.805 to -342.937](#)

[ORS Chapter 343](#)

**Cross Reference(s):**

DJ - District Purchasing



Code: **BBAA**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 9/14/16; 4/26/17  
Orig. Code(s): BBAA

## **Individual Board Member’s Authority and Responsibilities**

An individual board member exercises the authority and responsibility of his/her position when the board is in legal session only.

A board member has the authority to act in the name of the board when authorized by a specific board motion. The affirmative vote of the majority of members of the board is required to transact any business. When authorized to act as the district’s designated representative in collective bargaining, a board member may make and accept proposals in bargaining subject to subsequent approval by the board.

A board member has the right to express personal opinions. When expressing such opinions in public, the board member must clearly identify the opinions as his/her own.

Members will be knowledgeable of information requested through board action, supplied by the superintendent, gained through attendance at district activities and through professional board activities.

Members of the board will adhere to the following in carrying out the responsibilities of board membership:

### **Request for Information**

Any individual board member who desires a written report or a survey prepared by the administrative staff shall make such a request to the superintendent. Requests for reports or information shall be authorized by the board. A copy of such material shall be sent to each member of the board as requested. Requests for the generation of reports or information, which require additional expense to the district, must be submitted to the board for consideration.

### **Requests for Legal Opinions**

A request for a legal opinions from a board member must be approved by a majority vote of the board. Copies of the opinion shall be distributed to all board members. If the legal opinion sought involves the superintendent’s employment or performance, the request should be made to the board chair. Legal counsel is responsible to the board.

### **Action on Complaints or Requests made to Board Members**

When a board member receives complaints or requests for action from staff, students or members of the public, the board members shall refer the individual(s) to the superintendent.

Complaints involving the superintendent shall be referred to the board chair on behalf of the board. The board chair shall present the complaint to the board.

## **District Board Member's Relationship to Administration**

Individual board members will be informed about the district's educational program and are encouraged to visit schools or other facilities to gain information and may request information from the superintendent. board members will not intervene in the administration of the district or its schools.

### **Contracts or Agreements**

All contracts of the district must be approved by the board, unless otherwise delegated by the board to the superintendent or designee for approval, before an order can be drawn for payment. If a contract is made without authority of the board, the individual making such contract shall be personally liable.

END OF POLICY

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#### **Legal Reference(s):**

[ORS 332.045](#)  
[ORS 332.055](#)

[ORS 332.057](#)

[ORS 332.075](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

#### **Cross Reference(s):**

BHD - Board Member Compensation and Expense Reimbursement

DFA - Admissions to District Events



Code: **BBB**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 2/12/14; 4/26/17  
Orig. Code(s): BBB

### Board Elections

1. Number of Directors - The board will consist of seven members elected by position and will be known as the Reynolds School Board of Education. An elected term of office shall be four years.
2. Designation of Board Positions - Board members' positions and their respective successors in office will be designated by numbers as Position No. 1, No. 2, No. 3, No. 4, No. 5, No. 6 and No. 7. In all proceedings for the nomination or election of candidates for or to the office of board member, every petition for nomination, declaration of candidacy, certificate of nomination, ballot or other document used in connection with the nomination or election will state the position number to which the candidate aspires.

Individuals may seek more than one elected position (such as school board and education service district board).

#### Re-elections

Re-elections for board positions will occur as follows:

- Position No. 1: Spring 2017, and every four years thereafter.
- Position No. 2: Spring 2017, and every four years thereafter.
- Position No. 3: Spring 2017, and every four years thereafter.
- Position No. 4: Spring 2017, and every four years thereafter.
- Position No. 5: Spring 2019, and every four years thereafter.
- Position No. 6: Spring 2019, and every four years thereafter.
- Position No. 7: Spring 2019, and every four years thereafter

END OF POLICY

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#### Legal Reference(s):

[ORS 249.013](#)  
[ORS 255.235](#)  
[ORS 255.245](#)

[ORS 332.011](#)  
[ORS 332.018](#)

[ORS 332.118 to -332.138](#)



Code: **BBBA**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BBBA

## Board Member Qualifications

Persons will be eligible to serve as board members if they are an elector of the district.. An “elector” means an individual qualified to vote under Section 2, Article II of the Oregon Constitution. The individual must be 18 years of age or older, registered to vote at least 20 calendar days immediately preceding any election in the manner provided by law and must have been a resident within the district for one year immediately preceding the election or appointment. All board members in the district will be elected by position.

No person who is an employee of the district will be eligible to serve as a board member while so employed. A person who is an employee of a public charter school may not serve as a member of the board of the district in which the public charter school that employs the person is located.

END OF POLICY

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### Legal Reference(s):

[ORS 247.002](#)  
[ORS 247.035](#)  
[ORS 249.013](#)

[ORS 332.016](#)  
[ORS 332.018](#)  
[ORS 332.030](#)

[ORS 332.124](#)  
[ORS 332.126](#)

Oregon Constitution, Article II, Section 2.

### Cross Reference(s):

BBE - Vacancies on the Board



Code: **BBBB**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17

Orig. Code(s): BBBB

## Board Member Oath of Office

Board members when elected or appointed must qualify by taking the oath of office before assuming the duties of office. The oath of office must be taken again after each election or appointment of a board member.

The oath of office will be in the following form:

I, (name of board Electee or Appointee), having been duly elected a member of the School Board of Reynolds School District #7, Multnomah County, Oregon, do solemnly swear that I will support the Constitution of the United States and of the State of Oregon, and the policies of the Reynolds School District. During my term I will faithfully and impartially discharge the responsibilities of the office of Reynolds School District board member to the best of my ability[, so help me God<sup>1</sup>].

END OF POLICY

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**Legal Reference(s):**

[ORS 332.005](#)

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<sup>1</sup>Final phrase optional.

## **Board Member Resignation**

The board believes that any citizen who files and seeks election or appointment to the board should do so with full knowledge of and appreciation for the investment in time, effort and dedication expected of all board members, and that the citizen's intent is to serve a full term of office.

When a member decides to terminate service, the board requests earliest possible notification of intent to resign so the board may plan for the continuity of board business. Resignations must be made in writing. Board members can resign the office effective at a future date. If the resignation is effective at a future date, the resignation is binding unless withdrawn in writing by the end of the third business day after the resignation is made.

The board will announce the resignation and declare the vacancy at a board meeting.

The board will determine the procedures to be used in filling the vacancy. The board may begin a replacement process and select a successor prior to the effective date of resignation; however, the actual appointment shall not be made before the resignation date.

END OF POLICY

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**Legal Reference(s):**

[ORS 236.320](#)

[ORS 236.325](#)

[ORS 332.030](#)

**Cross Reference(s):**

BBE - Vacancies on the Board



Code: **BBD**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BBD/BBE

## Board Member Removal from Office

The board shall declare the office of a board member vacant upon the happening of any of the following:

1. The death or resignation of the incumbent;
2. When an incumbent is removed from office by the judgment of the court;
3. When an incumbent ceases to be a resident of the district;
4. When an incumbent ceases to discharge the duties of the office for two consecutive months unless prevented there from by sickness or other unavoidable cause;
5. When an incumbent ceases to discharge the duties of the office for four consecutive months for any reason;
6. When an incumbent is recalled from office by district voters.

Vacancies will be filled through appointment by the board unless a majority of the positions are vacant at the same time. In that case, vacancies will be filled by the Multnomah Education Service District.

END OF POLICY

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**Legal Reference(s):**

[ORS 249.865 to -249.877](#)  
[ORS 332.030](#)  
[ORS 408.240](#)

**Cross Reference(s):**

BBE - Vacancies on the Board



Code: **BBE**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BBD/BBE

### Vacancies on the Board

Vacancies will be filled through board appointment. The board appointee must be a legally registered voter and a resident within the district for one year immediately preceding the appointment.

In the event of multiple vacancies, the position vacated first will be filled first.

Upon appointment by the board, the newly appointed board member(s) will be sworn and seated immediately.

If the offices of a majority of board members are vacant at the same time, the directors of the Multnomah Education Service District shall appoint persons to fill the vacancies from qualified district voters.

Board elections are held every odd-numbered year, which for the purposes of this policy, are termed “election” years.

The appointee will:

1. Serve until June 30 following the next election, at which time the individual elected in May of that year will fill the remaining portion of an unexpired term or serve a full four-year term; or
2. Serve until June 30 of a subsequent election year if the vacancy occurs after the filing date in an election year.

A board member so elected as a replacement will serve the remaining year(s) of the term of office of the board member being replaced.

END OF POLICY

**Legal Reference(s):**

[ORS 249.865 to -249.877](#)  
[ORS 255.245](#)

[ORS 255.335](#)  
[ORS 332.030](#)

[ORS 332.122](#)  
[ORS 332.124](#)

**Cross Reference(s):**

BBBA - Board Member Qualifications  
BBC - Board Member Resignation  
BBD - Board Member Removal from Office



Code: **BBF**  
Adopted: 1/04/07  
Readopted: 5/13/10  
Orig. Code(s): BBF

## Board Member Standards of Conduct

Board members shall treat with dignity and courtesy other board members, the superintendent, staff and members of the public, and shall provide an opportunity for all parties to be heard with due respect for their opinions.

A board member has the right to express personal opinions. When expressing such opinions in public, the board member should clearly identify the opinions as his/her own. No board member shall make commitments on matters which should properly come before the board as a whole. Board members shall not make a decision, deliberate toward a decision on any matter or participate in discussions of official district business in groups where a quorum of board members are present, except when properly advertised.

A board member will respect the privacy rights of individuals when dealing with confidential information gained through association with the district.

Individual board members and the board as a public entity must comply with the Code of Ethics for public officials provided in state law.

Board members shall recognize the superintendent as the chief executive officer to whom the board has delegated administrative authority to establish regulations and oversee the implementation of board policy.

A board member will use social media Web sites judiciously by not posting confidential information about students, staff or district business. Board members will treat fellow board members, staff, students and the public with respect while posting and will adhere to Oregon Public Meetings Laws when communicating with other board members via Web sites or other electronic means.

END OF POLICY

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**Legal Reference(s):**

[ORS 162.015 - 162.035](#)  
[ORS 162.405 - 162.425](#)  
[ORS 192.630](#)  
[ORS 244.040](#)  
[ORS 244.120](#)  
[ORS 332.055](#)

**Cross Reference(s):**

BBFA - Board Member Ethics and Conflicts of Interest

## Board Member Ethics and Conflicts of Interest

No board member will use his/her official position or office to obtain personal financial benefit or to avoid financial detriment for him or herself, relatives, household members or for any business with which the board member, household member or a relative is associated.

This prohibition does not apply to any part of an official compensation package, honorarium allowed by ORS 244.042, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the annual \$50 gift limit from one who has a legislative or administrative interest in the district. District-provided meals at board meetings are acceptable under the reimbursement of expenses exception.

### I. Conflicts of Interest

“Business” means any corporation, partnership, proprietorship, enterprise, association, franchise, firm, organization, self-employed individual or any legal entity operated for economic gain. This definition excludes any income-producing tax exempt 501(c) not-for-profit corporation with which a public official or a relative of the public official is associated only as a member or board director or in a nonremunerative capacity.

“Business with which a board member or relative is associated” means any private business or closely held corporation of which a board member or relative is a director, officer, owner, employee or agent or any private business or closely held corporation in which a board member or relative owns or has owned stock, another form of equity interest, stock options or debt instruments worth \$1,000 or more at any point in the preceding year; any publicly held corporation in which a board member or relative owns or has owned \$100,000 or more in stock or another form of equity interest, stock options or debt instruments at any point in the preceding calendar year; or any publicly held corporation of which a board member or relative is a director or officer.

“Relative” means the spouse<sup>1</sup>, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the board member. Relative also includes any individual for whom the board member has a legal support obligation, whose employment provides benefits<sup>2</sup> to the Board member, or who receives any benefit from the board member’s public employment.

“Member of the household” means any person who resides with the public official.

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<sup>1</sup>The term spouse includes domestic partner.

<sup>2</sup>Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

No board member will solicit or receive, either directly or indirectly, any pledge or promise of future employment based on any understanding that the board member's vote, official action or judgment would be thereby influenced.

No board member will attempt to use or use for personal gain any confidential information gained through his/her official position or association with the district. A board member will respect individuals' privacy rights when dealing with confidential information gained through association with the district.

If a board member participates in the authorization of a public contract, the board member may not have a direct beneficial financial interest in that public contract for two years after leaving the board.

Individual board members and the board as a public entity are bound by the ethics laws for public officials as stated in Oregon law.

### **Potential Conflict of Interest**

"Potential conflict of interest" means any action or any decision or recommendation by a board member that could result in a financial benefit or detriment for self or relatives or for a business with which the board member or relatives are associated, unless otherwise provided by law.

A board member must publicly declare a potential conflict of interest. A board member may, after declaring his/her potential conflict of interest, either vote or abstain on the issue. Abstaining from a vote does not meet the legal requirement of publicly stating a potential conflict.

### **Actual Conflict of Interest**

"Actual conflict of interest" means any action or any decision or recommendation taken by a board member that would result in a financial benefit or detriment to self or relatives or for any business with which the board member or relatives are associated, unless otherwise provided by law.

A board member must publicly declare an actual conflict of interest. The board member may not vote lawfully if an actual conflict of interest exists unless a vote is needed to meet a minimum requirement of votes to take official action. Such a vote does not allow the board member to participate in any discussion or debate on the issue out of which an actual conflict arises.

### **Class Exception**

It will not be a conflict of interest if the board member's action would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged. For example, if a board member's spouse is a member of the collective bargaining unit, the board member may vote to approve the contract, as it will affect all members of that class to the same degree.

## **II. Gifts**

Board members are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of \$50 from any single source in a calendar year that has a legislative or administrative interest in the district. All gift related provisions apply to the board member, their relatives, and members

of their household. The \$50 gift limit applies separately to the board member, and to the board member’s relatives or members of household, meaning that the board member, each member of their household and their relative can accept up to \$50 each from the same source/gift giver. “Gift” means something of economic value given to a board member without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

“Relative” means: the spouse<sup>3</sup>, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the board member. Relative also includes any individual for whom the board member has a legal support obligation, whose employment provides benefits<sup>4</sup> to the board member, or who receives any benefit from the board member’s public employment.

“Member of the household” means any person who resides with the board member.

### **Determining the Source of Gifts**

Board members should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the board member’s personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of \$50 in a calendar year, if the source has a legislative or administrative interest in the district. If the giver does not have a legislative/administrative interest, the ethics rules on gifts do not apply and the board member need not keep track of it, although they are advised to do so anyway in case of a later dispute.

### **Determining Legislative and Administrative Interest**

A legislative or administrative interest means an economic interest distinct from that of the general public, in any action subject to the decision or vote of a person acting in the capacity of a board member. For example, everyone within a county has a general interest in the fire department, but the person who sells the uniforms to the fire department has a legislative/administrative interest in the fire department that is distinct from the general public.

### **Determining the Value of Gifts**

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

“Fair market value” is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the board member does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the board member’s admission or meal will include all costs other than any amount donated to a charity.

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<sup>3</sup>Ibid. p. 1

<sup>4</sup>Ibid. p. 1

For example, a person with a legislative or administrative interest buys a table for a charitable dinner at \$100 per person. If the cost of the meal was \$25 and the amount donated to charity was \$75, the benefit conferred on the board member is \$25. This example requires that the board member does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the board member's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:
  - a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
  - b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
  - c. The source calculates the actual amount spent on the board member.
3. Upon request by the board member, the source will give notice of the value of the merchandise, goods, or services received.
4. Attendance at receptions that qualify as an exception to the gift definition is permitted without regard to the fair market value of the food and beverage provided.

#### **Value of Unsolicited Tokens or Awards: Resale value**

Board members may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under \$25 (even if the personalized item cost the source more than \$50), unless the personalized item is made from gold or some other valuable material that would have value over \$25 as a raw material.

#### **Entertainment**

Board members may not solicit or accept any gifts of entertainment from any single source in a calendar year that has a legislative or administrative interest in the district unless:

1. The entertainment is incidental to the main purpose of another event (i.e. a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or
2. The board member is acting in their official capacity for a ceremonial purpose.  
A board member appears at an entertainment event for a "ceremonial purpose" when the source of the entertainment requests the presence of the board member at a special occasion associated with the entertainment. Examples of an appearance by a board member at an entertainment event for a ceremonial purpose include throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

## Exceptions

The following are exceptions to the ethics rules on gifts:

1. Campaign contributions are not considered gifts under the ethics rules;
2. Gifts from “relatives” and “members of the household” to the board member are permitted in an unlimited amount; they are not considered gifts under the ethics rules;
3. Informational material, publications, or subscriptions related to the recipient’s performance of official duties;
4. Contributions made to a legal expense trust fund if certain requirements are met;
5. Food, lodging, and travel generally count toward the \$50 aggregate amount per year from a single source with a legislative/administrative interest, with the following exceptions:
  - a. Organized Planned Events. Board members are permitted to accept payment for travel conducted in the board member’s official capacity, for certain limited purposes:
    - (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the \$50 aggregate amount IF:
      - (a) The board member is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND
        - i) The giver is a unit of a:
          - a) Federal, state, or local government;
          - b) An Oregon or federally recognized Native American Tribe; OR
          - c) Nonprofit corporation.
        - (b) The board member is representing the district:
          - i) On an officially sanctioned trade-promotion or fact-finding mission; OR
          - ii) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the board.*
      - (2) The purpose of this exception is to allow board members to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.
6. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the board member is at the event to give a speech or answer questions as part of a scheduled program.

“Reception” means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;

7. Food or beverage consumed by board member acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(5)(b)(I)(i);
8. Waiver or discount of registration expenses or materials provided to board member at a continuing education event that the board member may attend to satisfy a professional licensing requirement;
9. A gift received by the board member as part of the usual or customary practice of the board member’s private business, employment or position as a volunteer that bears no relationship to the board member’s holding of public office.

### **Honoraria**

A board member may not solicit or receive, whether directly or indirectly, honoraria for the board member, any member of the household of the board member or board member’s relative if the honoraria are solicited or received in connection with the official duties of the board member.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the board member or candidate.

END OF POLICY

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#### **Legal Reference(s):**

[ORS 162.015 to -162.035](#)  
[ORS 162.405 to -162.425](#)

[ORS 244.010 to -244.400](#)  
[ORS 332.055](#)

[OAR 199-005-0001 to -199-010-0150](#)

38 OR. ATTY. GEN. OP. 1995 (1978)  
OR. ETHICS COMM’N, OR. GOV’T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

#### **Cross Reference(s):**

BBF - Board Member Standards of Conduct  
BBFB - Board Member Ethics and Nepotism  
DJ - District Purchasing



Code: **BBFB**

Adopted: 6/11/09

Revised/Readopted: 5/13/10; 4/09/14; 4/13/16

Orig. Code(s): BBFB

## Board Member Ethics and Nepotism

In order to avoid both potential and actual conflicts of interests, board members will abide by the following rules when a board member’s relative or member of the household is seeking and/or holds a position with the district:

1. A board member may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless the board member complies with the conflict of interest requirements of ORS Chapter 244.120.

This policy does not apply to decisions regarding unpaid volunteer positions unless it is a board member position or another board-related unpaid volunteer position (i.e. a board committee position);

2. A board member may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. A board member may still serve as a reference or provide a recommendation.

For the purposes of this policy:

“Member of the household” means any person who resides with the board member.

“Relative” means: the spouse<sup>1</sup>, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the board member. Relative also includes any individual for whom the board member has a legal support obligation, whose employment provides benefits<sup>2</sup> to the board member, or who receives any benefit from the board member’s public employment.

### Class Exception

It will not be a conflict of interest if the board member’s action would affect to the same degree a class including the board member’s relative or household member. For example, if a board member’s spouse is a member of the collective bargaining unit, the board member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might

<sup>1</sup>The term spouse includes domestic partner.

<sup>2</sup>Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

apply only to particular persons, then the class exception may not apply. For example, if a board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the board member should not vote on the contract.

END OF POLICY

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**Legal Reference(s):**

[ORS 244.010 to -244.400](#)  
[ORS 659A.309](#)

[OAR 199-005-0001 to -199-010-0150](#)

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

**Cross Reference(s):**

BBFA - Board Member Ethics and Conflicts of Interest



Code: **BC/BCA**  
Adopted: 1/4/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BC/BCA

## **Board Organization/Board Organizational Meeting**

No later than the next regular meeting following July 1, and in no circumstance earlier than July 1, the board will organize itself for the year. In a board election year, the board organizational meeting will be held no later than July 31.

The organizational meeting will consist of, but not be limited to, the following actions:

1. Election of a board chair;
2. Election of a vice chair;
3. Provision for a time and place for regular meetings;
4. Designate one or more banks which meet district, state and federal guidelines as official depositories for district funds;
5. Authorize the superintendent and/or director of business to sign district checks. The board may authorize the use of facsimile signatures by those persons authorized to sign district checks;
6. Other organizational actions prescribed by law or by board practice such as selection of an insurance agent-of-record and reimbursement schedules;
7. Review the *Board Operating Agreement*.

The incumbent board chair will preside until a successor is elected, whereupon the successor will assume the chair. In the event no incumbent chair or vice chair remains on the board, or neither is able to continue to serve as an officer, the board member with the most seniority will serve as the temporary chair.

END OF POLICY

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### **Legal Reference(s):**

[ORS 255.335](#)  
[ORS 332.040 to -332.045](#)  
[ORS 332.057](#)

### **Cross Reference(s):**

BCB - Officers of the Board and Duties



Code: **BCB**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BCB

## **Officers of the Board and Duties**

At its first scheduled meeting after July 1, but not later than July 31 in an election year, the board will elect one of its members to serve as chair and one to serve as vice chair. No member of the board may serve as chair more than four years in succession. If a board member is unable to continue to serve as an officer during the year, a replacement will be elected immediately. The replacement officer will serve the remainder of the term until the following July organizational meeting.

The board chair will:

1. Assist the superintendent in establishing the agenda for regular board meetings;
2. Call special meetings when required;
3. Preside at all meetings of the board and enforce the rules of order;
4. Sign the minutes and other official documents that require the signature of the chair;
5. Represent the district and the board at official functions, unless this duty is delegated by the chair or the board to another board member;
6. Appoint all committees and will be an ex-officio member of all such committees unless otherwise ordered by the board;
7. Have the right to discuss issues and vote on any issue.

The vice chair in the absence, incapacitation or death of the chair, will perform the duties of the chair and, when so acting, will have the chair's powers. The vice chair will perform other functions as designated by the board.

The superintendent will designate a staff member to serve as board secretary and will directly supervise and evaluate the secretary. The secretary to the board will take notes at board meetings, compile minutes and perform related work as assigned by the superintendent or requested by the board chair.

The board secretary will:

1. Record the disposition of all matters on which the board considered action;
2. Prepare, check and distribute minutes in advance for approval at the next board meeting;
3. Maintain properly authenticated official copies of the minutes;

4. Maintain the official record of board policies.

### **Board or District Spokesperson**

The board may appoint one of its members, usually the chair, or another person to make authorized statements to the public or the media when the board deems that, under the circumstances, the district's position should be articulated by a single voice. The spokesperson serves at the board's direction and may be removed or replaced at any time by action of the entire board.

END OF POLICY

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#### **Legal Reference(s):**

[ORS 255.335](#)

[ORS 332.040](#)

[ORS 332.045](#)

[ORS 332.057](#)

[OAR 166-400-0010\(9\)](#)

#### **Cross Reference(s):**

BC/BCA - Board Organization/Board Organizational Meeting



Code: **BCBA**  
Adopted: 1/04/07  
Revised/Readopted: 3/09/11; 4/26/17  
Orig. Code(s): BCBA

## **Student Representative to the Board**

The board, at its discretion, may appoint a student representative to the board. The student representative shall be allowed a seat with the board at all public portions of meetings, but shall not attend executive sessions. This position is a non-voting position. Eligibility criteria and process for selection of the student representative is the responsibility of the Board and high school administration.

The student appointment shall be for the term of one school year. The student representative shall have the opportunity to report to the board as a whole at each public board meeting. Additionally, the board chair may invite the student representative to participate in board discussions regarding agenda items.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

## **Student Representative to Board and High School Reporter Guidelines**

The Reynolds School District Board encourages student involvement in the school district. Involvement is defined in two ways: 1) a high school student to act as reporter or ambassador from his or her high school; and 2) one high school Student Board Representative.

### **Student Representative to Board**

The board at its discretion may appoint a student representative to the board. One student representative may be selected each year.

Guidelines for a student representative:

1. The position is a nonvoting position.
2. The student will not attend executive sessions.
3. The appointment is for one year.
4. The student will be allowed a seat with the board at all business meetings of the board.
5. The board chair may invite the student representative to participate in board discussion regarding agenda items.
6. The student representative is expected to be polite and address the board in a formal manner.
7. The student representative will not initiate new agenda items during a business meeting.
8. The student representative may contribute to discussion during the business meeting.
9. The student representative should expect questions from the board.

### **Student Reporter**

A student reporter may be appointed by each high school to provide school news to the board at each business meeting of the board.

Guidelines for student reporters:

1. Student reporters will have a scheduled time on the agenda of each business meeting.

2. Three minutes will be allowed for each report.
3. Reports must be submitted to the board secretary in writing after the presentation.
4. Student reporters are expected to be polite and prepared and address the board in a formal manner.
5. Student reporters will not bring business items to the board's attention during their report.
6. Student reporters are encouraged to share news about school events, activities, sports, academic happenings and other high interest activities at the school.
7. Reporters should expect questions from the board.



Code: **BCE**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BCE

## **Board Committees**

Special temporary committees may be appointed by the board. The functions of such committees shall ordinarily be fact-finding, deliberative, and advisory, and their reports shall be made to the board for discussion and action. Any board member, the superintendent of schools or a designee of the superintendent may be ex-officio members of any committee. Special committees shall be discharged upon completion of their assignment.

The budget committee and advisory (standing) committees are not addressed in this policy.

### **Committee Direction**

The board shall give clear directions to any committee it appoints. The board chair will give a succinct committee direction summary statement to the appointed committee, which shall be recorded in the official board minutes.

### **Committee Member Selection**

The board shall determine a minimum and maximum number of members. The desire of the board to determine the composition of the committee with regard to representation from different district groups should be determined at the board meeting at the time the committee is established. All committees of the board will have a district administrator as a member of that committee to act as an advisor in their duties. Board representation on the committee is required, but shall not involve more than three members.

### **Committee Time Line**

The board, at the time of creation, will establish a timeline for the newly created committee. No study committee shall continue functioning beyond 12 months from the date of creation without the board's reconfirmation at an official board meeting.

### **Parameters of the Committee**

The board, at the meeting during which the committee is created, will establish guidelines appropriate for the newly created committee. Guidelines should speak to the ability of the committee to expend district funds, to use district staff time to assist in their performance and other appropriate limits.

### **Committee Officers**

The committee will select a chair and recorder.

### **Meeting Schedule Announcement**

Meetings of a committee shall follow Public Meeting Laws.

### **Meeting Minutes**

Committees shall record minutes as per public meetings law with distribution to all board members and requesting members of the community.

### **Scope of Responsibility**

The board's responsibility cannot be delegated or surrendered to others; therefore, all recommendations of an advisory committee must be submitted to the board for action.

END OF POLICY

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### **Legal Reference(s):**

[ORS 192.610 to -192.690](#)

[ORS 332.045](#)

[ORS 332.105](#)

## **Advisory Committees to the Board**

In an ongoing effort to increase communication with the public and to provide for citizen involvement, the board may appoint advisory committees which include community members to consider matters of districtwide importance.

Recommendations of such committees will be given careful consideration by the board, but such recommendations will not relieve the board of its legal responsibility to make final decisions about such matters.

All meetings of advisory committees shall follow the Public Meetings Law. The press may attend and report proceedings. Visitors shall sit apart from the committee members and shall speak only when invited to do so by the committee chair.

The composition of advisory committees to the board will be broadly representative and will take into consideration the specific tasks assigned to the committee. The process for the appointment of community members to an advisory committee will be determined by the board. When requested and approved by the board, appointment of staff members, when appropriate, will be made by the superintendent.

The board will adopt guidelines for each committee as appropriate, which will include, but not be limited to, the following:

1. The committee's written charge which shall include, but not be limited to, a statement of purpose and responsibility;
2. The resources the board will provide;
3. The length of time the committee is asked to serve and the approximate date(s) on which the board wishes to receive the committee report(s).

Except as specifically provided by the board, citizen advisory committees will cease to function when their reports have been received by the board or when the purposes for which they were established have been accomplished.

The board may be represented on lay and professional committees that serve the board in an advisory capacity, with specific board members appointed by the chair, but normally such board members will function as ex-officio members of the committees.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.610](#)  
[ORS 192.630](#)  
[ORS 294.414](#)  
[ORS 329.704](#)  
[ORS 332.107](#)

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.



Code: **BD/BDA**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 9/14/16  
Orig. Code(s): BD/BDA

## **Board Meetings**

The board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of the board as the district’s governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e. a work session. The affirmative vote of the majority of members of the board is required to transact any business.

### **Public Meetings**

All regular, special and emergency meetings of the board will be open to the public except that the board chair may call an executive session for consideration of those confidential matters permitted by law to be discussed in closed session. All meetings will be conducted in compliance with state and federal statutes. All board meetings, including board retreats and work sessions, will be held within the boundaries. The board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.<sup>1</sup> No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation<sup>2</sup>, age or national origin is practiced.

### **Notification of Public Meetings**

The board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all board meetings and of the principal subjects to be considered. The board may consider additional subjects at a meeting, even if they were not included in the notice.

Representatives of the local news media shall be notified in advance of any regular, special, executive session or emergency meeting of the board, when requested.

If requested to do so at least 48 hours before a meeting held in public, the board shall provide an interpreter for hearing impaired persons. Such other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. Communications with all qualified individuals with disabilities shall be as effective as communications with others.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the smoking provisions contained in the Public Meetings Law.

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<sup>1</sup>ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.

<sup>2</sup>As defined in ORS 174.100.

The possession of dangerous or deadly weapons and firearms, as defined in law and board policy, is prohibited on district property.

### **Regular, Special and Emergency Meetings**

Generally, one regular board meeting will be held each month. The regular meeting schedule will be established at the organizational meeting in July and may be changed by the board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular board business.

No later than the next regular meeting following July 1, the board will hold an organizational meeting to elect board officers for the coming year and to establish the year's schedule of board meetings. In board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the board chair, upon request of three board members, or by common consent of the board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

### **Private or Social Meetings**

Private or social meetings of a quorum of the board for the purpose of making a decision, deliberating toward a decision on any matter, gathering of information on which to deliberate, or participating in discussions of official district business are prohibited by the Public Meetings Law.

### **Work Sessions**

The board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with the state law on public meetings, including notice and minutes. The board may make official decisions during a work session.

### **Executive Sessions**

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

### **Adjourned Meetings**

A board meeting may be adjourned to another time if a quorum is not present or if additional business needs to be conducted at the regular time of adjournment. The time, date and place of the adjourned meeting will be specified and appropriate notice given.

A majority of the members of the district board shall constitute a quorum. The affirmative vote of the majority of members of the board is required to transact any business.

### **Agenda**

The board chair or vice chair, with the assistance of the superintendent-clerk, shall draft the agenda after determining the desires in the topics and order of consideration following the general order listed below:

- A. Call To Order
- B. Approval of the minutes
- C. Correspondence (if any)
- D. Reports
- E. Public to be Heard
- F. Action and First Reading Items
- G. Adjournment

The clerk shall send written notices of each regular board meeting at least four days before the date of the meeting. (Except in the cases of emergency, mailed notices and agenda shall be sent Friday evening before the regular meeting held on Thursday.) In addition, copies of the minutes of the previous meeting or meetings and other printed information concerning items on the agenda shall be furnished with the agenda.

### **Establishing the agenda**

Items of business may be suggested by the clerk, administration, employees, or residents of the district for inclusion on the agenda. These items shall be submitted in writing and received by the office of the superintendent at least seven days prior to the regularly scheduled meeting. Items requested by board members shall be placed on the agenda, either by submission in writing as described or by request made at a board meeting. Any item brought to the attention of the board which does not meet this timeline will not receive formal board action at the same meeting unless emergency conditions make immediate action mandatory.

### **Procedures**

Except as otherwise provided by state law/and or board policy, the rules of parliamentary procedure compiled in *Roberts Rules of Order (Revised)* shall govern the board in its deliberation on formal motions. Rules established by the board may be amended at any meeting by majority vote.

### **Motions and Resolutions**

All motions and resolutions offered by any board member shall be recorded in the minutes, including affirmative and negative votes. No board member may abstain from voting on any matter before the board upon which official action is to be taken unless there appears to be a possible conflict of interest under the provision of applicable laws. In such cases, said board members shall comply with the disclosure requirements of State law. The board chair may initiate or second any motion or resolution, and has the same responsibility to vote on any matter as any other board member.

## Visitor Attendance and Participation

Citizens and other interested parties are welcome to attend meetings of the board. Board meetings are meetings conducted in public but are not necessarily meetings for public participation. The board may allow public testimony or comment at its meetings. In order to keep its deliberations efficient and effective, the board provides the opportunity to speak at such meetings in accordance with the following procedures:

1. Each patron who wishes to speak is requested to sign a registration card and return it to the board secretary before the beginning of the meeting. This card will include the speaker's name, address, and the agenda item or topic s/he wishes to address;
2. A group of visitors with a common purpose is requested to designate a spokesperson for the group;
3. Public comment will usually be limited to two minutes for an individual, four minutes for a group or its spokesperson. The board chair may set time limits at his/her discretion;
4. Patrons wishing to speak, may submit written testimony or comment which will be made part of the record.

## Official Record

An official record shall be kept in the superintendent's office of any business conducted at any regular, special or emergency board meeting. This record shall be available to the public for inspection during regular business hours.

END OF POLICY

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### Legal Reference(s):

[ORS 174.100](#)  
[ORS 174.104](#)

[ORS Chapter 192](#)  
[ORS Chapter 193](#)

[ORS 332.040 to -332.061](#)  
[ORS 433.835 to -433.875](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

41 OR. ATTY. GEN. OP. 28 (1980)

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).

Americans with Disabilities Act Amendments Act of 2008.

OR. ATTY. GEN. Public Records and Meetings Manual (2014).

### Cross Reference(s):

BDB - Special and Emergency Board Meetings

BDC - Executive Sessions

BE - Board Work Sessions or Workshops

## **Executive Sessions**

The board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of students and matters pertaining to or examination of the confidential medical records of a student, including that student's educational program.

An executive session may be convened by the board chair upon request of four board members or by common consent of the board for a purpose authorized under Oregon Revised Statute (ORS) 192.660, during a regular, special or emergency meeting. The presiding officer will announce the executive session by identifying the authorization under ORS 192.660 for holding such session and by noting the subject of the executive session. The notice will include the principal subjects anticipated to be considered at the meeting. The board will determine who may attend executive sessions within the constraints of the law.

The board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))
6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(k))

9. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))
10. To discuss matters pertaining to or examination of the confidential medical records of a student, including that student's educational program. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except as follows:

1. Those pertaining to strategies for negotiations;
2. Hearings on the expulsion of minor students and matters pertaining to or examination of the confidential medical records of a student or that students educational program; and
3. Litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigations.

The press may not disclose information gained in the executive session.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the students confidential medical records and educational program; the discussion; and each board members vote on the issue.

All executive session minutes shall be kept in written form and approved by the board. The minutes of executive sessions shall include those individuals present and the substance of any discussion. The board chair or the presiding officer of the executive session, shall review the minutes for accuracy and indicate approval by signature. Executive session minutes shall be maintained indefinitely and in a reasonable manner to prevent damage.

Content discussed in executive sessions is confidential and must not be made public. Documents pertaining to evaluation, district personnel and students are also confidential and must not be made available to the public. Executive session minutes may be examined privately by a court and the court shall determine admissibility.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.610](#) to [-192.710](#)  
[ORS 332.045](#)  
[ORS 332.061](#)

**Cross Reference(s):**

BD/BDA - Board Meetings  
CBG - Evaluation of the Superintendent

## Conduct of Board Meetings

The rules of parliamentary procedure contained in *Robert's Rules of Order Newly Revised*, "Procedure in Small Boards" as modified by the Board will govern the Board in its deliberations. Discussion by Board members will be unlimited as long as it applies to the motion before the Board or the matter under consideration. The Board may vote to limit discussion and the chair will confine discussion to the matter before the Board. The chair may limit the time of any citizen appearing before the Board so that all who wish to be heard may have the opportunity.

Individual votes on motions and/or resolutions will be by "yes" or "no," and the result of each member's vote will be recorded by name. A Board member who abstains from voting due to "Conflict of Interest" outlined in policy code: BBFA will be so recorded.

The result of each board member's vote on appointments to committees, board vacancies, board officers and other such votes will be reported and recorded by name, as required by Public Meeting Laws.

END OF POLICY

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**Legal Reference(s):**

[ORS 165.535](#)  
[ORS 165.540](#)  
[ORS 192.650](#)

## **Public Comment at Board Meetings**

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites district community members to attend Board meetings to become acquainted with the program and operation of the district. Members of the public also are encouraged to share their ideas and opinions with the Board when appropriate.

It is the intent of the Board to ensure communications with individuals with disabilities are as effective as communications with others. Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings. Primary consideration will be given to requests of qualified individuals with disabilities in selecting appropriate auxiliary aids<sup>1</sup> and services.

Auxiliary aids and services for persons with disabilities will be available at no charge to the individual. All auxiliary aids and/or service requests must be made with appropriate advance notice. Should the Board demonstrate such requests would result in a fundamental alteration in the service, program or activity or in undue financial and administrative burdens, an alternative, equally effective means of communication will be used.

### **Audience**

During a session of a Board meeting open to the public, members of the public may be invited to present comments during the designated portion of the agenda. At the discretion of the Board chair, further public comment may be allowed.

### **Request for an Item on the Agenda**

A member of the public may request the superintendent or Board chair consider placing an item on the agenda of a regular Board meeting. This request should be made in writing and presented to the superintendent for consideration at least five working days prior to the scheduled meeting.

### **Procedures for Public Comment at Meetings**

The Board will establish procedures for public comment in open meetings. The purpose of these procedures will be to inform the public how to effectively participate in Board meetings for the best interests of the individual, the district and the patrons. The information will be easily accessible and available to all patrons attending a public Board meeting.

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<sup>1</sup>Auxiliary aids may include, but are not limited to, such services and devices as qualified interpreters, assistive listening systems, note takers, readers, taped texts, Braille materials and large print.

1. Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda, unless otherwise authorized by the Board chair.
2. A visitor speaking during the meeting may introduce a topic not on the published agenda. The Board, at its discretion, may require that a proposal, inquiry or request be submitted in writing, and reserves the right to refer the matter to the administration for action or study.
3. Any person who is invited by the Board chair to speak to the Board during a meeting should state his/her name and address and, if speaking for an organization, the name and identity of the organization. A spokesperson should be designated to represent a group with a common purpose.
4. Statements by members of the public should be brief and concise. The Board chair may use discretion to establish a time limit on discussion or oral presentation by visitors.
5. Questions asked by the public, when possible, will be answered by the Board chair or referred to the superintendent for reply. Questions requiring investigation may, at the discretion of the Board chair, be referred to the superintendent for response at a later time.
6. At the discretion of the Board chair, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing the Board secretary with a completed registration card or sign-in sheet, prior to the Board meeting in order to allow the chair to provide adequate time for each agenda item.

The Board chair should be alert to see that all visitors have been acknowledged and thanked for their presence and for any contributed comments on agenda issues. Similar courtesy should be extended to members of staff who have been in attendance. Their return for future meetings should be welcomed.

### **Petitions**

Petitions may be accepted at any Board meeting. No action will be taken in response to a petition before the next regular meeting. Petitions will be referred to the superintendent for consideration and recommendation.

### **Comments Regarding Staff Members**

Speakers may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for Board consideration of a legitimate complaint involving a staff member.

END OF POLICY

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**Legal Reference(s):**

[ORS 165.535](#)  
[ORS 165.540](#)

[ORS 192.610 to -192.690](#)

[ORS 332.057](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).

Americans with Disabilities Act Amendments Act of 2008.

*Baca v. Moreno Valley Unified Sch. Dist.*, 936 F. Supp. 719 (C.D. Cal. 1996).

*Leventhal v. Vista Unified Sch. Dist.*, 973 F. Supp. 951 (S.D. Cal. 1997).

**Cross Reference(s):**

BDDF - Conduct of Board Meetings

## Policy Development

The board has the authority and responsibility to establish policy. The board accepts the definition of policy set forth by the National School Boards Association:

School board policies are statements which set forth the purposes and prescribe in general terms the organization and program of a school system. They create a framework within which the superintendent and his/her staff can discharge their assigned duties with positive direction. They tell what is wanted.

The formulation and adoption of policies, recorded in writing, will constitute the basic method by which the board will exercise its leadership in the operation of the school system.

The policies shall be consistent with Oregon Revised Statutes, Oregon Administrative Rules and all federal laws and regulations.

The basic responsibility for initiating, reviewing and recommending new policies or policy modification will rest with the superintendent. New policies or changes in existing policy may be proposed by any board member, group or organization, staff member, parent, student or other member of the community to the superintendent for the board to consider. The superintendent, in developing these policies, may be guided by the recommendations of the staff and may seek parent and community input during the preparation and subsequent review of policy statements. Advice from legal counsel may be appropriate.

The superintendent will furnish necessary background information and make all final policy recommendations to the board.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)  
[ORS 332.505](#)  
[ORS 339.240](#)

[OAR 581-022-1610](#)  
[OAR 581-022-1720](#)

### Cross Reference(s):

BFD - Board Policy Implementation

## **Adoption and Revision of Policies**

Adopting new policies and changing or repealing existing policies is the board's responsibility. Policy will be adopted and amended or repealed only by the affirmative vote of a majority of the board members. Such action will be scheduled on the agenda of a regular or special meeting.

Proposed policies or policy changes and repeal of existing policies will be presented in writing for consideration by the board.

To permit time for studying all new policies or amendments to policies and to provide an opportunity for interested parties to react, proposed policies or amendments will be presented as a board agenda item in the following sequence:

1. First reading of a proposed policy (or policies): This is an information item and no action is required by the Board. A first reading announces that a new policy, a revision of an existing policy or consideration to rescind a policy, is being considered by the Board. Comments, questions, concerns and recommended edits should be forwarded to the superintendent for consideration prior to the meeting in which the policy is recommended for a second reading and/or adoption. If a Board member wishes to discuss a proposed policy or administrative regulation listed as an information item, the policy must be moved to the agenda for discussion with a majority vote of the Board. Any organization which represents employees of the district shall be furnished a copy of personnel policies and revisions as they are made.
2. Second reading/Adoption of proposed policy (or policies): This is an action by the Board and may be placed on the consent agenda. Any revisions to a policy from the first reading will not require the policy go through an additional reading, except as the Board determines that the revision(s) need(s) further study and an additional reading would be advantageous.

When, in the best interests of the district, immediate adoption of a proposed policy is necessary, the board may adopt such policy at the first meeting in which it is presented.

Policies and amendments adopted by the board will be attached to, and made a part of, the minutes of the meeting at which they are adopted and also will be included in the district's board policy manual.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)  
[ORS 332.505](#)

[OAR 581-022-1610](#)  
[OAR 581-022-1720](#)

**Cross Reference(s):**

BCE - Board Committees  
BFG - Board Policy Review



Code: **BFCA**  
Adopted: 5/13/10

## **Administrative Regulations**

Administrative regulations are detailed directions governing the operation of the district.

The superintendent is authorized to formulate such administrative regulations appropriate for the implementation of policies adopted by the board and necessary for the consistent operation of the district.

The board may review any administrative regulation and may direct its revision if, in the board's judgment, such regulation is not consistent with adopted policies.

When approved by the superintendent, administrative regulations shall be distributed to the school's library, business office and on the district's website.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[OAR 581-022-1610](#)

[OAR 581-022-1720](#)

**Cross Reference(s):**

BFG - Board Policy Review



Code: **BFD**  
Adopted: 5/13/10  
Revised/Readopted: 5/14/14; 4/26/17

## Board Policy Implementation

### Effective Date of Policies

All new or amended policies will become effective on the day after adoption by the board, unless a specific date is included in the motion for adoption.

### Policy Implementation

The superintendent and administrative staff will implement board policies. The superintendent may formulate administrative regulations and procedures to assist policy implementation.

It will be the board's duty to evaluate the effectiveness of the policy and the effectiveness of the administration's implementation of the policy.

### Policy Dissemination

The written board policies that govern the district will be maintained in a policy manual to be updated by district staff as new policies are developed or existing policies are revised or repealed.

Each board member will be informed how to access the current board policy manual.

The district shall make available for inspection to the public and district employees, a copy of the board's policy manual. A copy of the board's policy manual will be maintained and accessible through the district's website. Each employee will be specifically notified of the existence and availability of personnel policies. The board's policy manual will be considered a public record and will be open for inspection at the district office during regular working hours.

The superintendent will provide channels for disseminating appropriate policies to the community.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)  
[ORS 332.505](#)

[OAR 581-022-1610](#)  
[OAR 581-022-1720](#)

### Cross Reference(s):

BF - Policy Development



Code: **BFG**  
Adopted: 5/13/10

## Board Policy Review

To keep written policies current and relevant, the board will annually review and update its policies. The board also will evaluate the implementation and effect of such policies. The superintendent has continuing responsibility to alert the board of all policies that may need revision.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[OAR 581-022-1610](#)

[OAR 581-022-1720](#)

**Cross Reference(s):**

BFC - Adoption and Revision of Policies

BFCA - Administrative Regulations



Code: **BG**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BG

## **Board Staff Communications**

The board desires to maintain open channels of communication between itself and the district staff. The basic line of communication will, however, be through the superintendent.

### **Staff Communications to the Board**

All formal communications or reports to the board or any board committee from principals, teachers or other staff members will be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district. In addition, this procedure does not restrict protected labor relations communications of bargaining unit members. Staff members are invited to board meetings, which provide an opportunity to observe the board's deliberations on matters of district operations.

### **Board Communications to Staff**

All official board communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will provide appropriate communication to keep staff fully informed of the board's policies, priorities, concerns and actions.

### **Visits to Schools**

School visits by board members will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by board members will be carried on only under board authorization and with the full knowledge of staff, including the superintendent, principals and other supervisors.

END OF POLICY

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#### **Legal Reference(s):**

[OAR 581-022-1720](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

#### **Cross Reference(s):**

GBD - Board-Staff Communications

KK - Visitors to District Facilities

## **Electronic Mail (Email) Communication**

Recognizing that E-mail communication between or among board members falls within state Inspection of Public Records and Public Meetings laws, the following policies shall be in effect for the district.

1. ORS 192.440(3): “If the public record is maintained in a machine readable or electronic form, the custodian shall provide copies of the public record in the form requested, if available. If the public record is not available in the form requested, it shall be made available in the form in which it is maintained.”
2. Electronic communication by board members will be archived as required by OAR Chapter 166, Division 400.
3. The district will provide hard copies of specifically identified and requested E-mail messages that are requested by the public, if requested in that form, even though the district would not ordinarily print copies.
4. All such requests shall be made and received at the district office. The district shall not be expected to deliver, mail or electronically transfer documents. A reasonable fee may be charged for copying, as appropriate.
5. The public meetings law does not prohibit communications among board members. However, the board may not take official action, nor may a quorum of the board deliberate toward a decision by E-mail, unless the district complies with the public meetings law by giving the required advance public notice (except for executive sessions) providing the opportunity for the public to attend the meeting.

For purposes of this policy, a meeting shall be considered the electronic equivalent of a face-to-face meeting where four board members constitute a quorum. Discussions among less than a quorum of the board do not constitute a meeting. Only communications that involve a decision or group deliberation toward a decision are impacted by the public meetings law. However, care must be taken where all board members are on the same communication network to avoid misunderstandings as to whether or not there is a meeting.

6. Letters, FAX and E-mail from one board member to another, or to all board members, will not constitute a meeting, even if all members receive a copy of the communication. While communication of information and opinion is permitted, the board should not treat E-mail as an opportunity to engage in the kind of collective deliberation one would expect at a public meeting.

7. The E-mail system should be maintained and used primarily for official business. Further, users should be aware that E-mail messages may not be as confidential as other written messages.

E-mail to, by, and among board members, in their capacity as board members, shall not be used for the purpose of discussing district business. E-mail among board members shall be limited to: (1) disseminating information, and (2) messages not involving deliberation, debate, or decision-making. E-mail may contain:

- a. Agenda item suggestions;
- b. Reminders regarding meeting times, dates, and places;
- c. Board meeting agendas or information concerning agenda items;
- d. One-way information from board members or superintendent to each board member (e.g., an article on student achievement or to share a report on district progress on goals);
- e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other board members may have the following notice:

Important: Please do not reply or forward this e-mail if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. E-mails on district business are governed by public records law.

8. It is permissible for board members to use E-mail to solicit support from fellow board members on matters that are a part of the board's responsibility (to have charge of the affairs of the district). E-mail should not be used to promote candidates for office or for advocating a position with regard to a pending measure election during the campaign period, or for overtly political reasons.
9. The superintendent shall develop administrative procedures necessary for the appropriate implementation of this policy, including any needed steps to ensure equal access to information as per the Americans with Disabilities Act (ADA).

END OF POLICY

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**Legal Reference(s):**

[ORS 192.410 to- 505](#)

[ORS 192.610 to- 690](#)

Americans with Disabilities Act (ADA)

## Orientation of New Board Members

The board and designated staff will make every effort to assist a new board member to become fully informed concerning the board's functions, policies, procedures and concerns. In the interim between election/selection and assuming office, the new board member(s) will be assisted in the following ways:

1. The newly elected or appointed board member will be given materials related to the role of a board member.
2. The newly elected or appointed board member will be invited to attend board public meetings to observe the operation of the board but will not be a voting member until he/she assumes office.
3. The new board member will be provided a board meeting packet. Confidential information will not be provided.
4. The newly elected or appointed board member will be given online access to, or a copy of board policy manual.
5. A copy of the Oregon School Board Association Handbook *Boardsmanship for Oregon School Board Members*, shall be given the electee/appointee by the superintendent.
6. The newly elected or appointed board member will be invited to meet with the superintendent and other administrative personnel, by arrangement with the superintendent, to discuss services they perform for the district.
7. The newly elected or appointed board member will receive all reports and communications normally sent to board members.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

**Cross Reference(s):**

BHB - Board Member Development

## **Board Member Development**

The complexity of board membership demands opportunities for development, study and training for board members. The board places a high priority on the importance of a planned and continuing program of professional development for its members.

In order to develop leadership capabilities, become informed about current issues in education and improve their skills as members of a policy-making body, board members will participate in opportunities for professional development that may include, but not be limited to, the following:

1. In-service activities planned by the board and by the administration for staff members, as appropriate;
2. Participation in conferences, workshops, conventions and training held by state and national school boards associations and other educational organizations;
3. Subscriptions to publications addressing board member related topics.

To control both the investment of time and funds necessary to implement this policy, the board establishes these principles and procedures for its guidance:

1. The superintendent will inform board members, in a timely manner, of upcoming conferences, conventions, workshops and training. The board will decide which meetings appear to be most likely to produce the greatest benefit to the board and the district.
2. Funds for participation at such professional development will be included in the district budget. When funds are limited, the board will designate which members will participate at a given meeting or training;
3. If authorized by the board to attend, board members will be reimbursed, upon request, for reasonable and necessary expenses actually incurred;
4. When a conference, convention or workshop is not attended by the full board, those who do participate will share, by means of written or oral reports, information, recommendations and materials acquired at the meeting or training.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.018\(3\)](#)  
[ORS 332.107](#)

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

**Cross Reference(s):**

BH/BHA - Orientation of New Board Members  
BHD - Board Member Compensation and Expense Reimbursement



Code: **BHD**  
Adopted: 1/04/07  
Readopted: 5/13/10  
Orig. Code(s): BHD

## **Board Member Compensation and Expense Reimbursement**

Board members will not receive any compensation for services other than reimbursement for approved expenses actually incurred on district business. Such expenses may include the cost of attendance at meetings, conferences or visitations when such attendance has been approved by the board.

Reimbursement includes, but is not limited to, transportation, meals, lodging and miscellaneous expenses in accordance with board policy. Expense reimbursement shall not include alcoholic beverages, gratuities or expenses of a spouse or other individuals accompanying the board members.

board members may be reimbursed, when paid admission is required of the general public, for attending district athletic events and other activities as part of their responsibilities of being informed about district operations. The district will establish accounting procedures consistent with this policy.

END OF POLICY

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### **Legal Reference(s):**

[ORS 244.020\(15\)](#)  
[ORS 244.040\(1\)\(a\)](#)  
[ORS 244.040\(2\)\(c\)](#)  
[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINION 93A-1007 (Nov. 18, 1993).  
OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINION 97A-1004 (Apr. 21, 1997).  
OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).  
OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

### **Cross Reference(s):**

BBAA - Individual Board Member's Authority and Responsibilities  
BHB - Board Member Development  
DFEA - Admissions to District Events  
DLC - Expense Reimbursements



Code: **BHE**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BHE

## **Board Member Liability Insurance**

The district will purchase liability insurance and errors-and-omissions insurance to protect its school board members individually and collectively from claims made against them as a result of official board actions taken in the course of official duties.

END OF POLICY

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**Legal Reference(s):**

[ORS 30.260 to -30.300](#)

[ORS 332.072](#)

[ORS 332.435](#)

**Cross Reference(s):**

EIA - Insurance Coverage



Code: **BI**  
Adopted: 1/04/07  
Readopted: 5/13/10  
Orig. Code(s): BI

## **Board Legislative Program**

The board will represent the district's interests in legislative action to promote the welfare of public education in the state of Oregon or will direct those interests to be represented through its executive officer, the superintendent or designee.

The board will periodically study, discuss and weigh the merits of pending legislation for the purpose of determining its official position through board action. If established, these official positions will be the stand of the district in the legislative process.

Board members, individually or as members of professional organizations, will not seek to represent any other positions on legislative matters unless it is made clear that such representation is not the official stand of the district.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)



Code: **GBM**  
Adopted: 1/04/07  
Revised/Readopted: 10/14/10; 6/08/16  
Orig. Code(s): GBM

## Staff Complaints

The superintendent or designee will develop a complaint procedure which will be available for all employees who believe there is evidence of, and wishes to report a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations; a mismanagement, gross waste of funds or abuse of authority, or believe there is evidence that the district created a substantial and specific danger to public health and safety by its actions. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

The complaint procedure will not be used to resolve disputes and disagreements related to the provisions of any collective bargaining agreement, nor will it be used in any instance where a collective bargaining agreement provides a dispute resolution procedure. Disputes concerning an employee's dismissal, contract nonrenewal or contract nonextension will not be processed under this procedure.

Reasonable efforts will be made to resolve complaints informally.

Administrative regulations will be developed to outline procedural timelines and steps under this policy, as necessary. The district will use the complaint process in administrative regulation GBM-AR - Staff Complaints to address any alleged violations of this policy.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-1720](#)

[ORS 659A.199](#) to [-659A.224](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

- *Robert's Rules* specify that only one person may speak at a time and only after being recognized by the Board Chair.
- The recognized speaker may only discuss the current agenda item.
- Parliamentary procedure allows the Board to make decisions in an orderly manner:
  - Ensuring the rights of the majority
  - Protecting the rights of the minority
  - Defending the rights of individual members
  - Safeguarding members absent from the meeting
- It is the responsibility of all members of the Board to address one item at a time, extend courtesy and fairness to all, let the majority rule, and guarantee the rights of the minority.
- The agenda might include a presentation to the Board by staff. After the presentation, it is appropriate for the Board Chair to request a motion be made and seconded before further discussion takes place.
- The chair should always recognize the person making the second, as well. Only then should he or she recognize a speaker, to discuss **only the motion on the floor**. The makers of the motion and the second have the right to speak first. Some boards allow discussion as people ask to be recognized, others alternate between those speaking for and against a motion.
- When there is no motion, or after a vote is taken, it is time to move on. One phrase that the board chair should use regularly is, "In the absence of a motion, we will move to the next item on our agenda."
- Motions follow two basic principles. Some motions affect the **order** of the meeting, while others generate the **substance** of the meeting. A number of motions are procedural; others help the board frame the decisions that necessitated a meeting in the first place.
- There is a distinct hierarchy of motions, all designed to facilitate an orderly procession through the meeting. Motions can be **debatable**, allowing members of the board to ask questions or speak for or against the motion. In some cases, motions are **not debatable**. When a non-debatable motion is moved and seconded, the chair must call for an immediate vote.
- Motions also follow an **order of precedence**. There is an order to which motions can be made, and in some cases, a motion would not be allowable because it is out of order. It is the Board Chair's responsibility to know the order of precedence, and to govern the meeting accordingly. It is up to the chair to ensure that all motions are clear and make sense.



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Robert Neu, Assistant Superintendent of Human Capital Management

**Subject: Memorandum of Understanding with OSEA**

Policy: [Board Powers and Duties - BBA](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #1:** We believe that all students, families and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.

**Summary:**

Reynolds School District (RSD) and Oregon School Employees Association - Reynolds Chapter 37 (OSEA) have reached agreement on a Memorandum of Understanding (MOU) for the purposes of safely starting the 2020-2021 school year. With the continued rise in COVID-19 cases, hospitalizations, and deaths in Oregon, RSD and OSEA are committed to reopening schools safely for students and staff, and in accordance with the Oregon Department of Education's (ODE) *Ready Schools, Safe Learners Guidance for School Year 2020-21* (ODE/OHA Guidance).

Attached is the following document: "OSEA 20-21 Reopening MOU"

**Previous Board Action:**

Not Applicable

**Background:**

Oregon Governor Brown issued Executive Order 20-08 on March 17, 2020 which included the temporary closure of public schools due to a public health threat. The closure created 7 days of non-student contact for staff and the District's contract language for emergency closure was implemented. Governor Brown issued another Executive Order 20-12 on March 23, 2020 which included the extension of the temporary school closure to April 28 and called for all Oregonians to stay at home and practice social distancing measures.

In accordance with Governor Kate Brown's emergency orders and ODE guidance under *Ready Schools Safe Learners* for alternative methods of delivery of instruction, RSD and OSEA, in order

to assure the safety and well-being of all students and staff, have agreed to a “Reopening Schools Safely for Students and Staff” MOU.

Staff is requesting that the Board formally approve the MOU with OSEA, which will serve as the new health and safety protocols framework for Classified Staff until we move to any in-person instructional model or June 30, 2021.

**Financial Implications:**

Not Applicable

**Alternatives:**

The Board could require additional information prior to taking action on this agenda item.

**Staff Recommendation:**

Staff recommends the Board approve the agreement between Oregon School Employees Association - Reynolds Chapter 37 (OSEA) as proposed.

**Motion:**

I move that the Board approve the MOU between OSEA and the Reynolds School District, which will serve as the new health and safety protocols framework for Classified Staff until we move to any in-person instructional model or June 30, 2021.

**Memorandum of Understanding (MOU)**  
**Between**  
**Oregon School Employees Association - Reynolds Chapter 37**  
**and**  
**Reynolds School District**  
**Reopening Schools for 2020-2021**

This MOU is between the Reynolds School District (District) and the Oregon School Employees Association, Chapter 37-Reynolds, for the purpose of addressing the ongoing state of emergency due to the COVID-19 pandemic. The parties are committed to reopening schools safely for students and staff and in accordance with the Oregon Department of Education's (ODE) *Ready Schools, Safe Learners Guidance for School Year 2020-21* (ODE/OHA Guidance).

Accordingly, the parties agree to the following for the 2020-2021 school year, upon a change in District Instructional Model, or upon the termination of the Governor's Declaration of Emergency related to COVID-19, whichever occurs first:

1. Agreed Health and Safety Protocols:

- a. Face covering requirement for all staff and students (except accommodations will be made for employees with a doctor's letter citing an ADA approved issue or for students, in accordance with ODE/OHA guidance).
- b. Hand sanitizer/hand washing stations and disinfecting wipes at all worksites for staff and students.
- c. District provided personal protective equipment (PPE) for staff, including face coverings, face shields and, as deemed necessary by the nurse or local health officials, gloves. Staff will be responsible for maintaining District issued PPE.
- d. Screening of staff regularly for COVID symptoms per ODE/OHA guidance.
- e. The District will review the *Operational Blueprint for Reentry* with all staff. The District will train all staff on updated protocols, policies, and guidelines to adhere to physical distancing requirements and recommendations outlined in the *Operational Blueprint for Reentry*.
- f. Limit staff and student exposure by enforcing the 6 foot/35 square feet physical distancing rule for classrooms, common spaces, and hallways in ODE/OHA guidance.
- g. Designated space for employees to have their duty-free lunches to the extent possible in each District facility.
- h. Access to designated, staff-only restrooms to the extent possible in each District facility. The restrooms shall be regularly cleaned as per OHA guidelines.
- i. Classified members identified as "high risk" per CDC guidelines may be given alternative work

options, if available, under an ADA accommodation process.

- j. No classified member shall be retaliated against for reporting safety concerns via the District's electronic reporting system related to the implementation of the above health and safety protocols. Employees who do not follow health and safety protocols are subject to disciplinary action

2. **Sick Leave Benefits:** If the classified employee is diagnosed with COVID-19, the employee shall be placed on FFCRA leave for up to two weeks (80 hours, or a part-time employee's 2 week equivalent), when ordered to isolate by the Local Public Health Department, or their own medical provider. After FFCRA leave is exhausted, if the employee is still unable to return to work, the employee may file for FMLA/OFLA, and utilize their accumulated sick leave, for up to 10 additional weeks, or up to 12 weeks in total.

- a. If an employee is diagnosed with COVID-19, and if the exposure has been reasonably contact traced back to the District, the District shall assist the employee in filing a Worker's Compensation claim. Once the Worker's Compensation claim has been accepted, and the employee's sick and vacation leave has been exhausted, the District shall grant the employee an additional 10 days of sick leave.

3. **Paid/Unpaid Leaves:** For the 2020-2021 school year, classified employees may request up to a one-year unpaid leave of absence due to high risk health conditions per CDC guidelines, as a result of the COVID-19 pandemic. Employees who have childcare needs may apply for Expanded FMLA.

4. **Work from Home:** To the fullest extent possible, employees whose job can be performed remotely shall be given the option to do so at the District's discretion.

- a. If a classified employee has a documented "high risk" condition and their job duties can be performed remotely, the district may make the accommodation to allow the employee to work from home. The employee shall provide the district with documentation to verify the need for the accommodation.
- b. Any employee who is in a doctor ordered quarantine due to a confirmed COVID-19 exposure for 14 days, who is medically released to perform their District approved job duties from home, shall be allowed to do so.

5. Health Insurance Benefits District contributions to health insurance benefits will be paid to the same extent for employees who continue to work but have reduced hours due to COVID-19.

6. Nothing in this MOU should be construed as waiving or eliminating any other provisions of the parties' collective bargaining agreement. That agreement shall remain in full force and effect. In the event the parties identify any other potential areas of conflict with the reopening of schools under different learning models, or if this MOU conflicts with ODE/OHA guidance or the Governor's Order, the parties agree to meet and collaborate on any needed solutions to those conflicts.

7. This MOU shall expire on June 30, 2021, upon a change of Instructional Model or upon the termination of the Governor's Declaration of Emergency related to COVID-19, whichever occurs first.

*[Handwritten signature]*

For the District

*9/18/2020*

Date

*Susan Mutschler*

For the Association

Susan Mutschler OSEA President

*9/18/2020*

Date



To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject:** Board Discussion

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: September 23, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

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

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Adjourn**

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: September 23, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**Adjournment**

