



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

**Reynolds School District
Board of Education Regular**

May 26, 2021

7:00 PM

Virtual Meeting

I.	5:30p - Executive Session	3
	The Reynolds School Board and the Superintendent will recess into Executive Session at 5:30p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.	
II.	7:00p - Call to Order	4
	A. Pledge of Allegiance	5
	B. Land Acknowledgement	6
	C. Consider Approval of the May 26, 2021 Agenda	
III.	7:10p - Board Recognition	7
	A. Student Recognition	8
	B. Volunteer/Community Partner Recognition	9
	C. Staff Recognition	10
	D. Special Staff Recognition	11
IV.	7:20p - Public to be Heard	12
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	7:40p - Bargaining Group Updates	13
VI.	7:55p - Presentation to the Board	
	A. 2015 Bond Audit Presentation	14
	B. Local Levy and Bond Presentation	20
	C. Summer School Presentation	56
	D. A Focus on Student Learning: 2021-2022	66
	E. Academic and Support Services Presentation	83
	F. World Languages Curriculum Presentation	90
VII.	9:25p - Board Reports	
	A. Board Announcements	109
	i. Individual Board Members - Announcements and Reports	
	ii. Upcoming Board Meetings	
VIII.	9:35p - Superintendent's Reports	110
	A. Announcements/Reports	

	B. Student Achievement	111
	C. Equity	
	D. Communications	
	E. Fiscal Responsibility	
	i. Financial Reports	116
	ii. Enrollment Reports	125
	iii. Budget Update	131
IX.	10:15p - Consent Agenda	132
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	133
	C. Grant Approval	
	i. Davis STEM Planning Grant	137
	ii. Davis MCREN Grant	145
	iii. SSA Summer School Grants	148
	iv. Grant MOU between the State Library of Oregon and Reynolds School District #7	222
	v. Clean Diesel Grant Agreement with DEQ for New School Buses	231
	D. ESS Contract Renewal and Addendum	242
	E. CAL Charter Contract Renewal	267
X.	10:20p - Action Items	
	A. World Languages Curriculum Adoption	302
	B. Research and Polling for a Bond	304
	C. Research and Polling for a Levy	306
	D. MOU with OSEA regarding Sick Leave Bank	308
XI.	10:35p - Board Discussion	311
XII.	10:40p - Adjourn	312

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: May 26, 2021

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:

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)(f) Legal Counsel, and ORS 192.660(2)(h) Negotiations.

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

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

Date: May 26, 2021

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:

- a. Call to Order
- b. Pledge of Allegiance
- c. Land Use Acknowledgement
- d. Approval of the May 26, 2021 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.

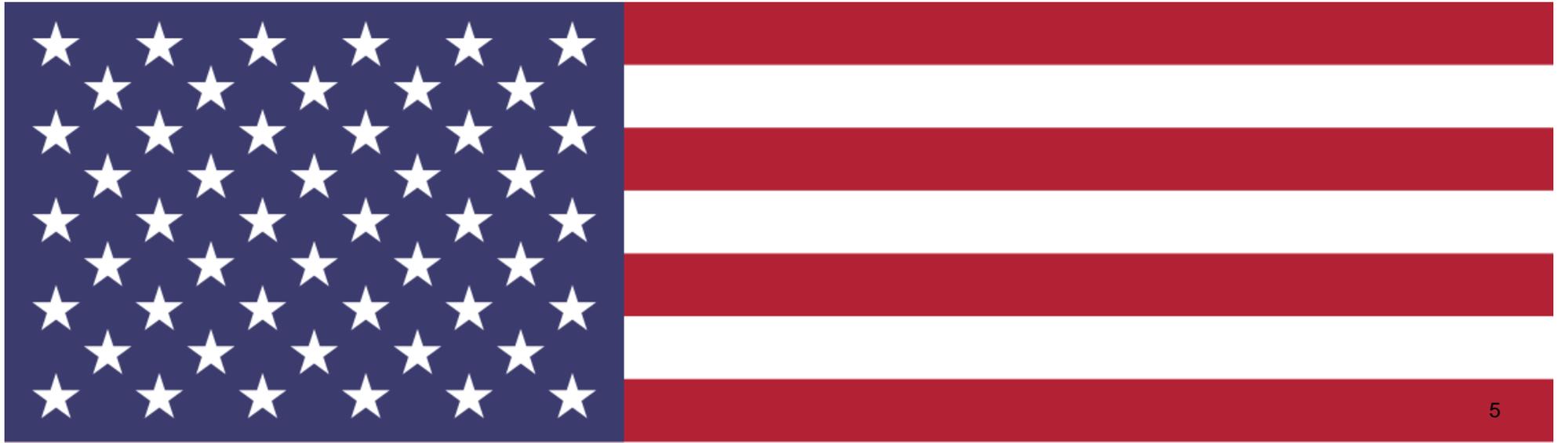
Although members of the Board are not gathered in a central, physical location, we do have a quorum present at this meeting by video-conferencing.

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 May 26, 2021 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.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

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

Subject: Board Recognition

Policy: [Community Relations - KAA](#)

Date: May 26, 2021

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:

The Board will publicly recognize students, staff, and community partners including:

- Student Recognition: Andres Deluna Sanchez
- Community Partner/Volunteer Recognition: Oregon Soap Company
- Staff Recognition: Kathy O'Neil
- Special Staff Recognition: Jack Klobas



Reynolds School Board
STUDENT RECOGNITION

May 2021

8

Isauro Francisco-Ascencio





Reynolds School Board
COMMUNITY PARTNER OF THE MONTH
May 2021





Reynolds School Board
STAFF RECOGNITION

May 2021

10

Kathy O'Neil





Reynolds School Board
SPECIAL STAFF RECOGNITION

May 2021

11

Jack Klobas



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: May 26, 2021

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:

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.

Those providing spoken comment will be moved from attendee to panelists during the Public Comment portion of the agenda. Each speaker will have three minutes.

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: May 26, 2021

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:

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

To: Board of Directors

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

Prepared by: Jelena Doney, Executive Assistant to the Assistant Superintendent of Student & Family Services and District Operations

Subject: **Audit of 2015 Bond Expenditures**

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

Date: May 26, 2021

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

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:

Pacific Valuation and Forensics conducted an audit of Fund 415 (2015 Bond) accounts for the periods of July 1, 2017- June 30, 2018 and October 1, 2019-March 31, 2020. Due to the changing leadership within the District since the inception of the Bond, the purpose of this audit was to examine and review a specific period of time in which there were large expenditures to ensure that there were no irregularities. The audit was solicited by the District in an abundance of caution.

The letter from Pacific Valuation & Forensics outlines their findings and includes the need for tighter internal processes, which have since been implemented. The findings indicate there were no misappropriation of funds.

Please refer to the following attachment: Attachment A - Letter from Pacific Valuation & Forensics, LLC

Previous Board Action:

Not Applicable

Background:

In October 2020, after consultation with Rebekah Jacobson of Garrett Hemann Robertson, Reynolds School District engaged Jeremy Wentworth of Pacific Valuation & Forensics, LLC, for

the purpose of conducting a spot audit of the 2015 Bond. Day CPM had been designated Project Manager over the Bond Construction Projects.

The findings were presented to Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations, and Christina Weinard, former Director of Finance, in February 2021. The findings were additionally presented to William Ohle, Chair of the Citizen's Oversight Committee at that time.

Financial Implications:

The cost of the audit and related legal fees was \$11,500.

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable



Pacific Valuation & Forensics, LLC

February 4, 2021

Rebekah Jacobson
Garrett Hemann Robertson, P.C.
1011 Commercial St. NE
Salem, Oregon 97301

Ms. Jacobson,

As indicated in the engagement letter dated November 4, 2020, Pacific Valuation & Forensics, LLC was engaged to perform a limited examination of the 2015 GO Bond construction expenditures for the periods July 1, 2017 – June 30, 2018 and October 1, 2019 – March 31, 2020. The purpose of the examination was to identify potential irregularities or misappropriations of funds.

Accounting Records Examination

We obtained Fund 415 transaction detail reports for the respective fiscal periods indicated above, copies of the vouchers and supporting documents, Fund 415 budget-to-actual reports, narrative descriptions of the systems and controls in place over cash and expenditures, and the Reynolds SD #7 Fiscal Services Guidelines for 2020-2021 from Jelena Doney, Executive Assistant to the Assistant Superintendent of District Operations.

Procedures and Findings

We reviewed the Fiscal Services Guidelines for FY 2020-2021 and the system/control narratives to identify testable guidelines, processes, and controls in place during the period of examination. Additionally, we examined the Fund 415 RSD Master Budget – which upon examination (as of 8/20/2020, the most current budget provided) it did not appear that the Bond Projects were over budget.

Consistent with audit guidance regarding sampling, we made selections from the transactions recorded in Fund 415 for the periods FY 17-18 and October 1, 2019 – March 31, 2020. We made 63 selections from the period FY 17-18, which represented ~99% of the expenditures recorded during the FY 17-18 and 11 selections, which represented ~77% of expenditures recorded during the period October 1, 2019 – March 31, 2020.

Our testing procedures were designed to identify:

1. Proper approval of expenditures prior to issuance of payment
2. Whether expenditures were related to an associated purchase order, and if not, that the invoices without purchase orders were approved by the Director of Financial Services prior to payment
3. Reasonableness of account coding – we reviewed the account coding (Fund, expenditure function, and expenditure objects) for reasonableness based on the related invoices, etc.
4. Approval of change orders by District officials
5. Timeliness of payment of invoices
6. Expenditures that did not appear to be related to the 2015 GO Bond project

Fiscal Year 17-18 Findings

1. Multiple instances of invoices without documented approval by Bob Collins, Day CPM Project Manager and/or Rachel Hopper, Chief Operations Officer.
2. Invoices without PO's were identified without documented approval by the Director of Financial Services.
3. Instances where expenditures (as indicated by invoice) appear to be related a particular school, but were charged to a different school (example: Wilkes ES, but charged to Fairview ES voucher #1702; and Troutdale ES, but charged to Fairview ES voucher #1077).
4. Invoices where expenditures were allocated to multiple schools; however, documentation of the reason and/or methodology of the allocation was not included in the supporting documents provided.
5. Multiple change orders identified without documented approval by District officials.
6. Multiple instances of invoices outstanding longer than 30 days prior to payment. Some invoices were significantly long outstanding (greater than 90 days).

October 1, 2019 – March 31, 2020 Findings

1. Multiple instances of invoices without documented approval by Bob Collins, Day CPM Project Manager and/or Rachel Hopper, Chief Operations Officer.
2. Invoices without PO's were identified without documented approval by Director of Financial Services.
3. Multiple change orders identified without documented approval by District officials (some change orders identified and approved by Bob Collins with the comment "Approved on behalf of RSD COO Ms. Rachel L. Hopper," but no documented approval by Rachel.
4. Invoices where expenditures were allocated to multiple schools; however, documentation of the reason and/or methodology of the allocation was not included in the supporting documents provided.
5. Support for the Final application for payment (voucher 1454) was not included in the support provided and allocation of expenses to multiple schools (voucher 1454) per the Fund 415 transaction detail report do not agree to the amounts per the Continuation Report.
6. Discrepancies between the "Line Memo" description and the related invoices (example: Line Memo indicates "Change order for BOLI wages"; however, invoices were related to equipment received (voucher 1349, but other instances as well).

October 1, 2019 – March 31, 2020 Findings, Continued

7. Multiple instances of invoices outstanding longer than 30 days prior to payment. Some invoices were significantly long outstanding (greater than 90 days).

Potential impact of findings:

- 1) Long outstanding invoices
 - a. Potential for subcontractors to request duplicate payments.
 - b. Negative impact on the perceived credit worthiness of the District for unpaid or slow payment on outstanding invoices.
 - c. Reporting expenditures in the incorrect accounting period.
 - d. Potential for unnecessary late fees to be incurred on long outstanding invoices/payables.
- 2) Payment of unapproved invoices
 - a. Risk that the District incurred expenditures that were not approved, were not related to the bond projects, or for goods and/or services that the District did not request.
 - b. Potential for duplicate payment of expenditures.
- 3) Invoices paid prior to issuance of purchase order
 - a. District policy indicates that a purchase order is to be created prior to incurrence of expenditures; issuing payment prior to the creation of the purchase order could result in the District issuing payment for goods or services that are not consistent with the contract and for which the District did not request.
- 4) Allocation of expenditures to multiple schools without supporting documentation
 - a. Allocating expenditures across multiple schools or similar projects without documentation of the methodology or reason for spreading expenditures could result in budget manipulation and make it appear that projects are within the proposed budget (such as moving expenditures from an over-budget project to an under-budget project).
- 5) Change orders without documented approval by District officials
 - a. We identified many instances of change orders, most of which did not have documentation of District approval prior to the incurrence of the additional expenditures or changes to the related contract, which is likely to result in the District receiving goods or services that it did not request and are outside of the scope of the contract.
- 6) In addition to the findings described above, we identified significant adjustments to the Fund 415 accounts. We reviewed the “Memo” line for each of the adjustments, noting that they appeared to be related to:
 - a. Year-end accruals and matching expenditures to the proper accounting period
 - b. Moving expenses from one “function” code to another
 - c. Reversing retainage
 - d. Monthly maintenance fees for LGIP

- 6) Continued
 - e. Corrections to the “location” code(s)
 - f. Reversal of payments processed twice
 - g. Correction to account codes
 - h. Adjustments due to “wrong amount”
 - i. Catering
 - j. Postage
 - k. Direct voucher posting
 - l. TS Expenses to Departments/Schools MAC Computer Licenses
 - m. Monitors for 3ES (elementary schools)

Recommendations related to findings

Based on the procedures performed, discussions with District personnel, and the findings identified above, we did not specifically identify any transactions that appeared to be a misappropriation or misallocation of assets, or were indicative of fraud. However, there are opportunities for the District to revisit and improve the policies and procedures in place as they relate to expenditures, specifically those incurred on behalf of the District by a third-party such as a project manager on large projects. More specifically, and consistent with District policy:

1. Expenditures should not be incurred prior to the approval of requisitions and establishment of related purchase orders.
2. Invoices should be paid timely and procedures should be in place to ensure the prompt payment of approved invoices and that expenditures are recorded in the appropriate accounting period.
3. Change orders should be approved by the appropriate District official and should occur prior to work being performed, receipt of goods and/or services and the incurrence of additional expenditures, and the approval should be documented.
4. If invoices are received for goods/services that relate to more than one job or location, adequate supporting documentation of the reason and methodology of the allocation should be provided along with the related invoices to ensure that expenditures are recorded to the appropriate project(s).
5. Prior to the issuance of payment, all invoices should include documented approval of the appropriate District official.

Disclaimer

The nature of the procedures performed by Pacific Valuation & Forensics, LLC related to the examination of the accounting records of the 2015 GO Bond expenditures for the periods July 1, 2017 – June 30, 2018 and October 1, 2019 – March 31, 2020 was limited. Therefore, fraud may exist related to the District contracts we examined that were not identified during the performance of the procedures.


Dean L. Allen, CPA, CVA, MAFF
Pacific Valuation & Forensics, LLC


Jeremy D. Wentworth, CPA, CVA



To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Regina Sampson, Interim Director of Financial Services
Subject: Local Option Analysis for Reynolds School District
Policy: [Board Powers and Duties – BBA](#)
Date: May 26, 2021

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:

The Board will hear a presentation from Piper Sandler, giving an analysis on a Local Option for Reynolds School District. The analysis provides information on the property tax valuation and potential revenue projections from a local levy. Piper Sandler will also provide information regarding another bond.

Previous Board Action:

Not Applicable

Background:

Piper Sandler previously presented to the Board on this topic at the January 5, 2020 meeting.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Presentation to Reynolds School District

Local Option Analysis Results

21

Carol Samuels
Managing Director

Alex Bowers
Assistant Vice President

Local Option Background

- **Local option levies are additional property tax levies above permanent operating rates.**
- **Available for operations for up to 5 years.**
- **Subject to majority voter approval at May or November elections or other regular elections with 50% voter turnout.**
- **School District collections are limited to the lesser of:**
 - **M5 limit of \$5/\$1,000 RMV**
 - **\$2,000 in FY 2019, inflated at 3%/year**
 - **25% of Total SSF revenues**

23

Property Tax History

Measure 5 (1990)

- Capped property taxes at \$15/\$1,000 of **RMV** of property:
 - \$5 for education (SDs, ESDs and CCs)
 - \$10 for general government (all others)

Measure 50 (1997)

- Created lower **AV** on which property taxes are calculated. Capped AV growth at 3% a year.
- Assigned permanent operating rates to all jurisdictions.
- **Created local option levies.** Levied in addition to permanent rates, but still subject to M5 limits. Require voter approval.

24

Compression

- **When taxes on properties exceed M5 limits, all tax rates are reduced proportionally, or “compressed”.**
- **Local option levies compress to zero before there is any compression of permanent tax rates.**

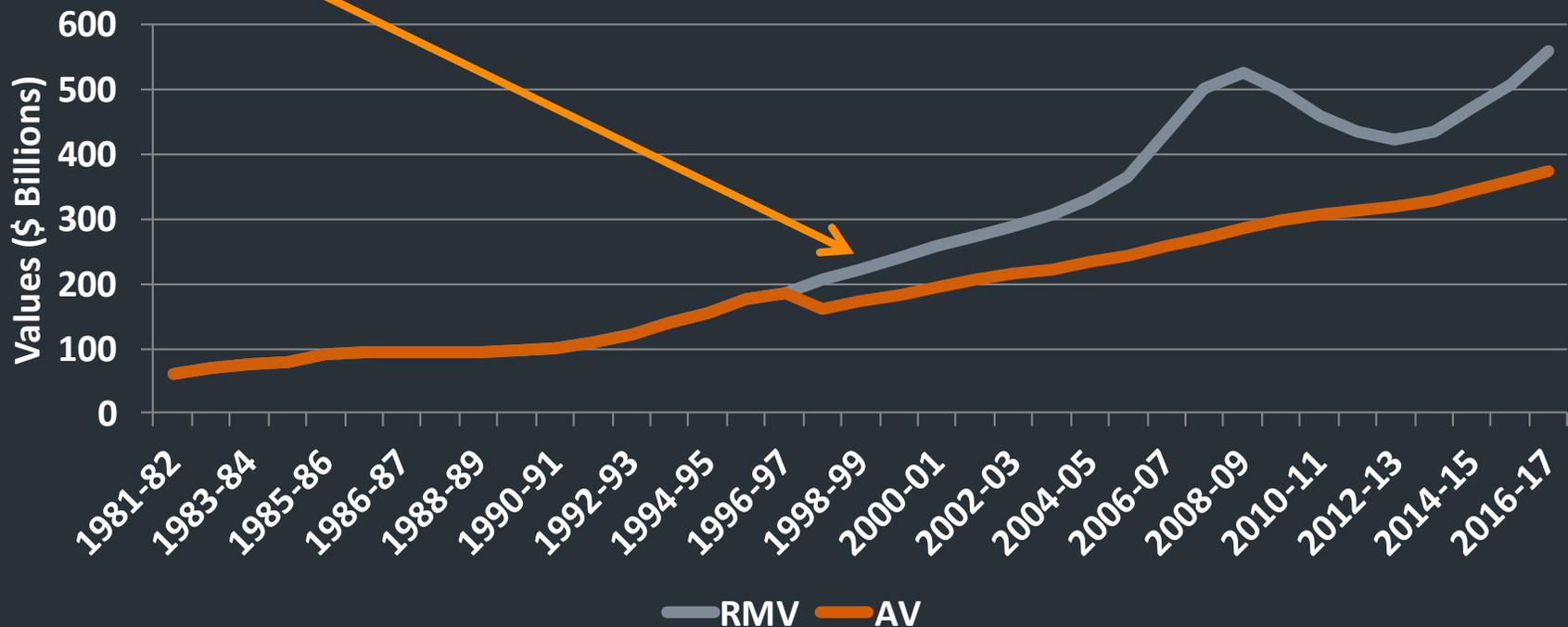
25

Local Option Levies “Tax the Gap” between RMV and AV

Every property has its own gap and is affected differently by M5 limits. Gaps change annually. Some properties may already be at M5 limit, others may be well below.

1997: M50 froze AV at 90% of 1995 RMV, capped growth at 3%/year

AV & RMV of Property in Oregon
FY 1981-82 to 2016-17



Theoretical Local Option Capacity – Reynolds SD

	Reynolds School District					
	2015	2016	2017	2018	2019	2020
ADMw	14,844	15,663	15,301	15,244	14,398	14,398
SSF Revenues	\$ 107,430,008	\$ 114,633,803	\$ 114,392,844	\$ 123,298,782	\$ 122,982,467	\$ 125,576,664
Permanent Tax Rates						
Total Education Rate	\$ 5.4119	\$ 5.4119	\$ 5.4119	\$ 5.4119	\$ 5.4119	\$ 5.4119
District Total Property Values						
M5 Real Market Value	\$ 7,161,995,903	\$ 7,700,775,571	\$ 8,592,233,019	\$ 9,742,381,014	\$ 10,812,071,214	\$ 11,293,226,501
Total Assessed Value	5,631,193,925	5,766,167,506	6,011,566,574	6,288,641,653	6,507,447,630	6,764,599,960
AV as % of RMV	79%	75%	70%	65%	60%	60%
Education Taxes in the District						
Local Option Levy Limits						
M5 Gap Capacity	\$ 7,067,541	\$ 9,107,458	\$ 12,315,649	\$ 16,674,334	\$ 21,004,111	\$ 22,396,235
Per Student Limit (beginning in FY19, \$2,000/ADMw + \$3% annually)	18,256,405	19,841,895	19,964,421	20,487,088	28,795,340	29,659,736 ²⁷
25% of SSF Limit (beginning in FY19, Previously, 20%)	21,486,002	22,926,761	22,878,569	24,659,756	30,745,617	31,394,166
Limit	M5 Limit	M5 Limit	M5 Limit	M5 Limit	M5 Limit	M5 Limit
Eligible for Equalization Grant	N/A	46%	47%	44%	43%	N/A

Summary of District Properties by Class

Property Class	# of Accounts	2020 Measure 5 Value ⁽¹⁾	2020 Assessed Value	% of District	AV as % of M5
Residential	16,527	\$ 5,403,456,850	\$ 3,329,333,820	49%	62%
Industrial	449	1,949,915,750	1,041,249,040	15%	53%
Commercial	838	1,606,161,700	827,218,640	12%	52%
Multifamily Housing	400	1,224,750,460	564,983,530	8%	46%
Machinery & Equipment	55	405,458,430	388,207,830	6%	96%
Business Personal Property	1,438	342,382,310	340,331,920	5%	99%
Utility	337	205,777,308	194,046,600	3%	94%
Miscellaneous & Small Tract	1,781	86,787,000	45,679,550	1%	53%
Tract	62	35,062,590	21,659,540	0%	62%
Farm and Range	27	4,358,140	1,937,730	0%	44%
Forest	4	476,850	346,760	0%	73%
TOTAL⁽¹⁾	21,918	\$ 11,264,587,388	\$ 6,754,994,960		60%

(1) Totals from Multnomah County property-by-property tax rolls produced as of January 10, 2020. Number of accounts exclude properties with no assessed value.

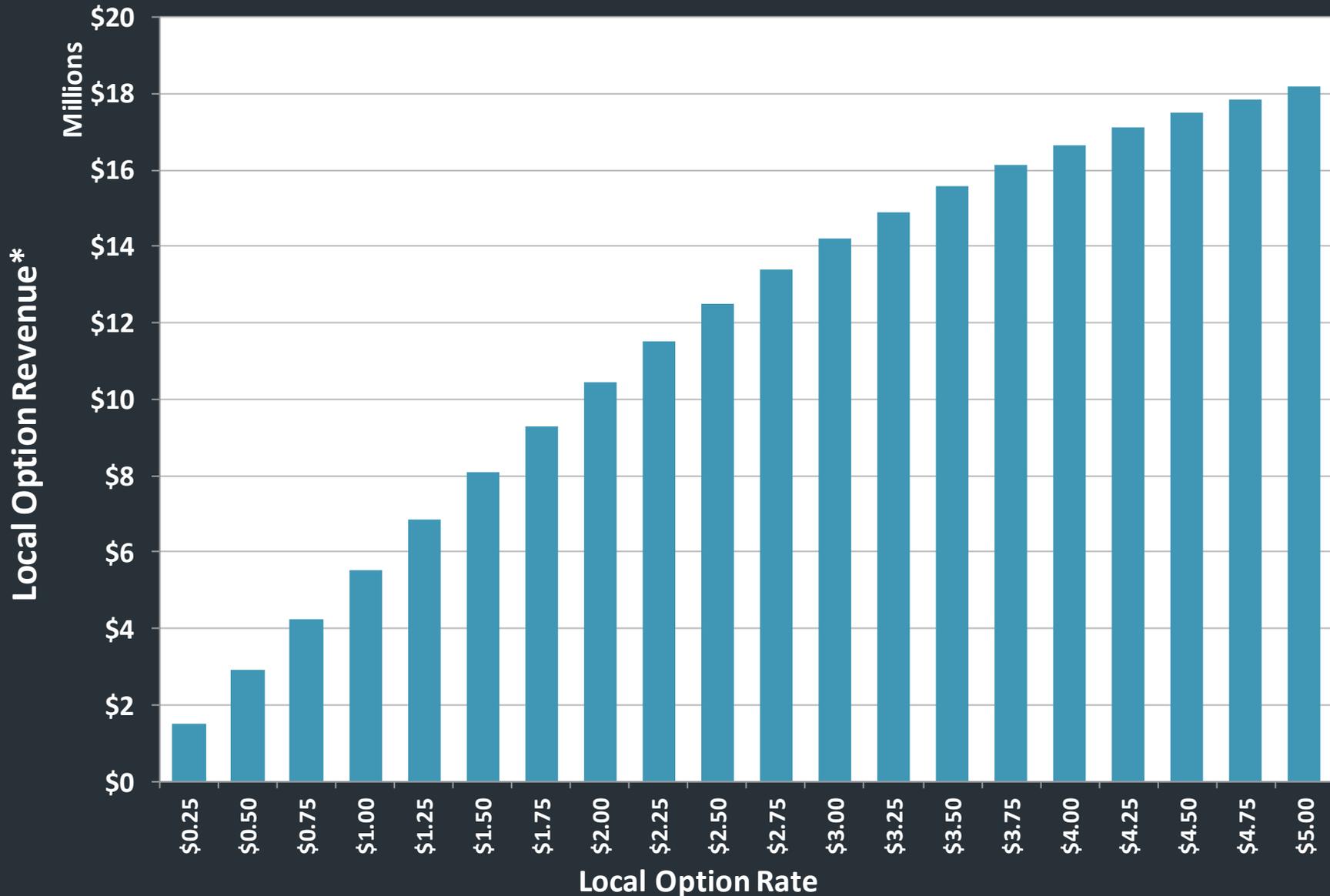
Summary of Education Tax Rates

- Taxpayers in Reynolds School District are in **22** different tax codes and pay total education rates ranging from **\$4.6661** to **\$5.4119** (excluding bond rates, which are outside of M5 limits).
- Entire District is served by Multnomah ESD and Mt. Hood Community College, making total tax rate the same in all communities.
- However, because five different URAs overlap with the District, net total education rates differ.

31

	Gresham	Wood Village	Portland	Troutdale	Fairview	Not in a City with Urban Renewal
Reynolds SD	\$ 3.7589	\$ 4.2250	\$ 4.4490	\$ 4.4147	\$ 4.4196	\$ 4.4626
Multnomah ESD	0.4373	0.4333	0.4075	0.4529	0.4532	0.4576
Mt. Hood CC	0.4699	0.4656	0.4621	0.4866	0.4870	0.4917
Total Education Rate	4.6661	5.1239	5.3186	5.3542	5.3598	5.4119
UR Portion	0.7458	0.2880	0.0933	0.0577	0.0521	-
Total w/ UR	5.4119	5.4119	5.4119	5.4119	5.4119	5.4119

Current Year (FY 2020) Pro-Forma Local Option Revenue



* Assumes 96.0% year of levy collections as a result of prepayments and delinquencies.

Current Year (FY 2020) Pro-Forma Local Option Revenue

Rate per \$1,000 of AV	2020	With 43%* LOL Equalization Grant
\$0.25	\$ 1,507,238	\$ 2,155,350
0.50	2,901,694	4,149,423
0.75	4,232,432	6,052,378
1.00	5,545,201	7,929,638
1.25	6,831,950	9,769,688
1.50	8,081,610	11,556,703
1.75	9,282,087	13,273,384
2.00	10,429,703	14,914,475
2.25	11,503,897	16,450,573
2.50	12,495,345	17,868,344
2.75	13,397,582	19,158,543
3.00	14,197,524	20,302,460
3.25	14,915,306	21,328,888
3.50	15,563,840	22,256,292
3.75	16,141,043	22,396,235
4.00	16,645,264	22,396,235
4.25	17,100,697	22,396,235
4.50	17,506,431	22,396,235
4.75	17,868,055	22,396,235
5.00	18,193,551	22,396,235

M5 Gap Maximum

Historical RMV and AV Growth

Fiscal Year	M5 Real Market Value	% RMV Growth	Total Assessed Value	% Total AV Growth
2020	\$ 11,293,226,501	4.45%	\$ 6,764,599,960	3.95%
2019	10,812,071,214	10.84%	6,507,447,630	3.48%
2018	9,754,301,374	13.37%	6,288,641,653	4.61%
2017	8,604,305,009	11.56%	6,011,566,574	4.26%
2016	7,712,996,851	7.69%	5,766,167,506	2.40%
2015	7,161,995,903	12.27%	5,631,193,925	6.37%
2014	6,379,532,118	0.34%	5,294,179,833	2.39%
2013	6,357,865,918	-1.60%	5,170,473,238	0.90%
2012	6,461,332,922	-6.48%	5,124,491,808	1.17%
2011	6,909,090,798	-6.46%	5,065,021,830	1.88%
2010	7,386,543,752	-3.21%	4,971,749,587	3.21%
2009	7,631,203,575	5.92%	4,816,933,583	4.77%
2008	7,204,784,271	13.93%	4,597,449,270	5.57%
2007	6,323,838,559	11.16%	4,355,026,315	5.47%
2006	5,688,707,825	8.58%	4,129,038,287	4.49%
2005	5,239,272,841	5.87%	3,951,469,104	5.28%
2004	4,948,824,896	3.59%	3,753,129,981	4.01%
2003	4,777,387,254	4.42%	3,608,285,319	4.90%
2002	4,575,318,808	---	3,439,600,573	---

35

Growth Projection Assumptions for FY2021

NOTE: Our growth estimates are based on historic trends and averages for different property classes and we have not independently verified the likelihood of future growth rates matching historic trends. We cannot predict future value growth and are establishing a range for collection estimates only. If RMV grows as projected but AV grows more than projected, or if AV grows as expected but RMV grows less³⁶ than projected, the amount generated in each scenario would be lower as the gap between AV and RMV would shrink.

Summary of Projection Assumptions for FY2021

AV GROWTH ON EXISTING PROPERTIES: 3.0%

All projections assume AV of existing properties increase by 3% (up to RMV).

AV growth above 3% is result of new construction or improvements to existing properties.

TAX COLLECTIONS: 96.0%

TOTAL DISTRICT RMV GROWTH MODELED IN RANGES FROM 2.5% (LOW), 4.4% (MEDIUM) AND 7.4% (HIGH).

37

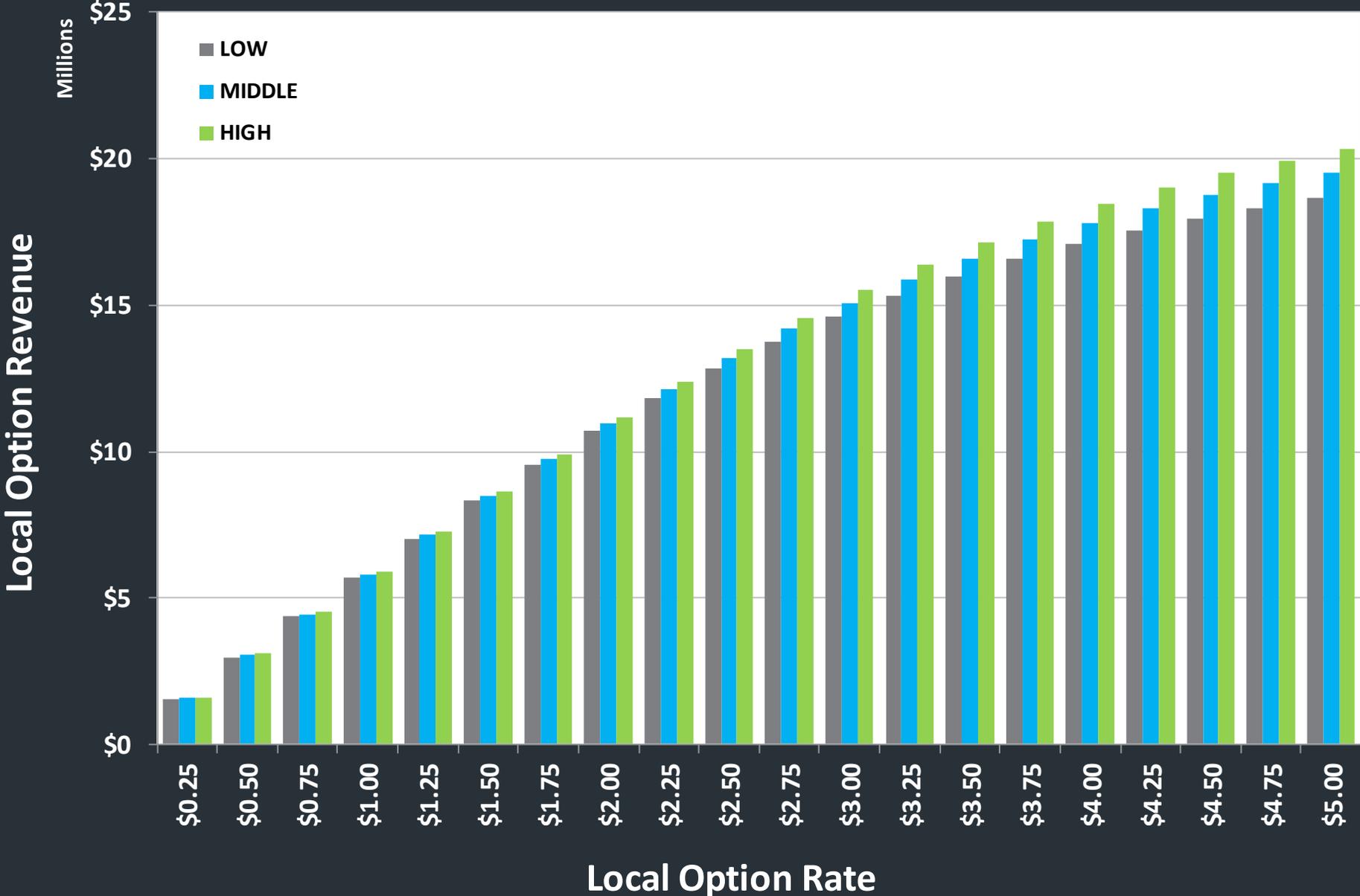
Fiscal Year 2021 Local Option Revenue Projections

Rate per \$1,000 of AV	2021		
	LOW	MIDDLE	HIGH
\$0.25	\$ 1,548,647	\$ 1,565,550	\$ 1,578,092
0.50	2,982,371	3,042,947	3,100,304
0.75	4,352,185	4,429,907	4,506,809
1.00	5,702,922	5,804,539	5,896,957
1.25	7,026,975	7,154,531	7,266,921
1.50	8,311,962	8,473,847	8,611,928
1.75	9,546,427	9,747,213	9,918,014
2.00	10,725,665	10,971,759	11,177,514
2.25	11,829,299	12,129,615	12,382,787
2.50	12,847,063	13,209,057	13,516,463
2.75	13,769,713	14,201,522	14,569,255
3.00	14,589,010	15,090,455	15,529,589
3.25	15,324,061	15,885,258	16,389,994
3.50	15,987,635	16,607,103	17,164,870
3.75	16,573,085	17,245,446	17,868,451
4.00	17,087,927	17,806,450	18,478,550
4.25	17,550,813	18,305,053	19,017,981
4.50	17,962,186	18,751,399	19,501,190
4.75	18,329,418	19,148,711	19,933,575
5.00	18,660,265	19,501,063	20,318,240

38

NOTE: estimates do not include state equalization grant amounts.

Fiscal Year 2021 Local Option Revenue Projections



Fiscal Year 2020 School District Local Option Rates

District	Local Option Rate
Portland SD 1J	\$1.99
Lake Oswego SD 7J	1.64
North Clackamas SD 12	1.63
West Linn-Wilsonville SD 3J	1.50
Philomath SD 17J	1.50
Eugene SD 4J	1.50
Corvallis SD 509J	1.50
Crow-Applegate-Lorane SD 66	1.50
Riverdale SD 51J	1.37
Ashland SD 5	1.29
Beaverton SD 48J	1.25
Falls City SD 57	1.25
Hood River County SD	1.20
Tigard-Tualatin SD 23J	1.00
Sisters SD 6	0.75
Siuslaw SD 97J	0.75
Seaside SD 10	0.52
Sweet Home SD 55	0.30

40

Contact Information

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Realize the power of partnership.

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41



Reynolds School District No. 7

General Obligation Bonds, Series 2023 Levy Rate & Bond Capacity Analysis

*Assumes November 2022 or
May 2023 Election*

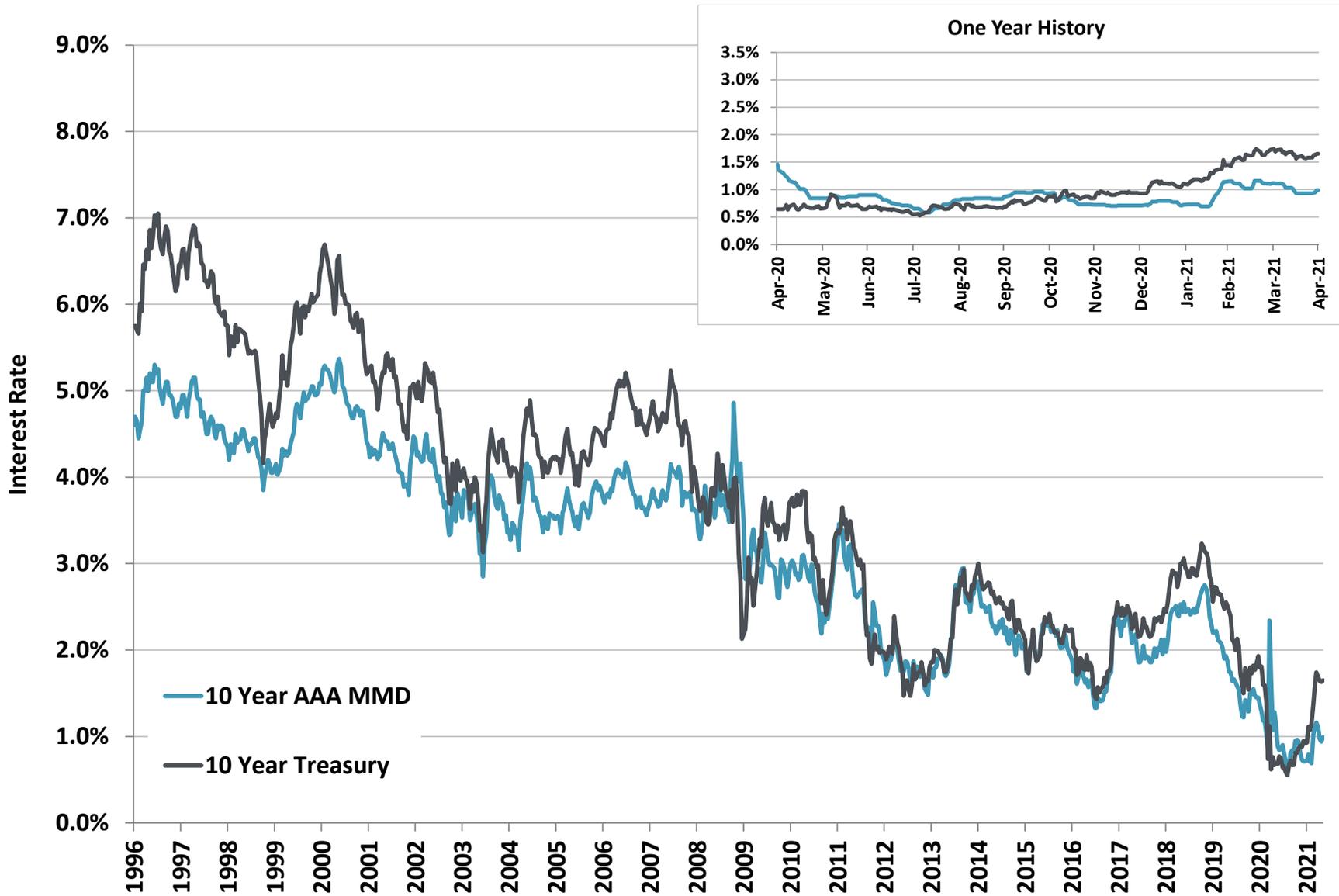
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April 30, 2021

HISTORICAL INTEREST RATES

10 Year Tax-Exempt (AAA MMD) vs. 10 Year Treasury Rates



REYNOLDS SCHOOL DISTRICT NO. 7

Historical Property Values

Fiscal Year	M5 Real Market Value	Total Assessed Value	Urban Renewal Excess	Net Assessed Value	% Total AV Growth
2021	\$ 11,968,501,797	\$ 7,137,102,370	\$ 469,648,315	\$ 6,667,454,055	5.51%
2020	11,293,226,501	6,764,599,960	441,389,619	6,323,210,341	3.95%
2019	10,812,071,214	6,507,447,630	368,127,458	6,139,320,172	3.48%
2018	9,754,301,374	6,288,641,653	336,226,852	5,952,414,801	4.61%
2017	8,604,305,009	6,011,566,574	316,526,490	5,695,040,084	4.26%
2016	7,712,996,851	5,766,167,506	303,124,898	5,463,042,608	2.40%
2015	7,161,995,903	5,631,193,925	280,255,615	5,350,938,310	6.37%
2014	6,379,532,118	5,294,179,833	254,542,709	5,039,637,124	2.39%
2013	6,357,865,918	5,170,473,238	238,615,569	4,931,857,669	0.90%
2012	6,461,332,922	5,124,491,808	227,608,215	4,896,883,593	1.17%
2011	6,909,090,798	5,065,021,830	218,399,006	4,846,622,824	1.88%
2010	7,386,543,752	4,971,749,587	192,640,974	4,779,108,613	3.21%
2009	7,631,203,575	4,816,933,583	169,887,205	4,647,046,378	4.77%
2008	7,204,784,271	4,597,449,270	127,547,732	4,469,901,538	5.57%
2007	6,323,838,559	4,355,026,315	109,187,707	4,245,838,608	5.47%
2006	5,688,707,825	4,129,038,287	85,335,635	4,043,702,652	4.49%
2005	5,239,272,841	3,951,469,104	69,984,234	3,881,484,870	5.28%
2004	4,948,824,896	3,753,129,981	26,362,794	3,726,767,187	4.01%
2003	4,777,387,254	3,608,285,319	26,064,854	3,582,220,465	4.90%
2002	4,575,318,808	3,439,600,573	24,403,018	3,415,197,555	5.39%
2001	4,292,429,932	3,263,693,228	22,865,333	3,240,827,895	---

Source: Multnomah County Department of Assessment and Taxation

Urban Renewal Excess

When urban renewal areas are created, they are designated as either “standard” or “reduced” rate plans and the type determines the assessed value against which general obligation bonds are levied. General obligation bonds cannot be levied on the excess assessed value in standard rate plan areas. Alternatively, general obligation bonds can be levied on the excess assessed value in reduced rate plan areas, if the bonds were approved at an election after October 6, 2001.

Urban Renewal Excess - 2021			
Plan Area	County	Amount	
REDUCED RATE			
Rockwood-West Gresham Plan	Multnomah	\$ 405,856,246	
Troutdale Riverfront Plan	Multnomah	10,672,000	
Fairview Plan	Multnomah	25,188,343	
Wood Village Plan	Multnomah	23,500,520	
Rosewood Plan	Multnomah	4,431,206	
Total Reduced Rate Urban Renewal Excess:		\$ 469,648,315	
STANDARD RATE			
None		-	
Total Standard Rate Urban Renewal Excess:		\$ -	
TOTAL URBAN RENEWAL EXCESS		\$ 469,648,315	

2021 Assessed Value for Bond Levies	
Total Assessed Value:	\$ 7,137,102,370
Less Standard Rate Urban Renewal Value:	-
Assessed Value (Bonds Approved After 10/06/01):	7,137,102,370
Less Reduced Rate Urban Renewal Value:	(469,648,315)
Net Assessed Value (Bonds Approved Before 10/06/01):	6,667,454,055

REYNOLDS SCHOOL DISTRICT NO. 7
Outstanding General Obligation Bonds

Purpose	Date of Issue	Date of Maturity	Amount Issued	Amount Outstanding
General Obligation Bonds:				
Series 2015A Construction of new elementary schools, facility repairs	08/20/15	06/15/30	82,885,000	\$ 82,065,000
Series 2015B Construction of new elementary schools, facility repairs	08/20/15	06/15/36	40,060,047	40,060,047
Series 2020 Construction of new elementary schools, facility repairs	06/11/20	06/15/30	2,054,952	2,054,952
Total General Obligation Bonds				\$ 124,179,999

Legal General Obligation Debt Capacity

M5 Real Market Value (Fiscal Year 2021)	\$ 11,968,501,797
Debt Capacity	
General Obligation Debt Capacity (7.95% of Real Market Value)	\$ 951,495,893
Less: Outstanding Debt Subject to Limit	(124,179,999)
Remaining General Obligation Debt Capacity	\$ 827,315,894
Percent of Capacity Issued	13.05%

REYNOLDS SCHOOL DISTRICT NO. 7

Outstanding General Obligation Bonds – Actual and Projected Levy Rates

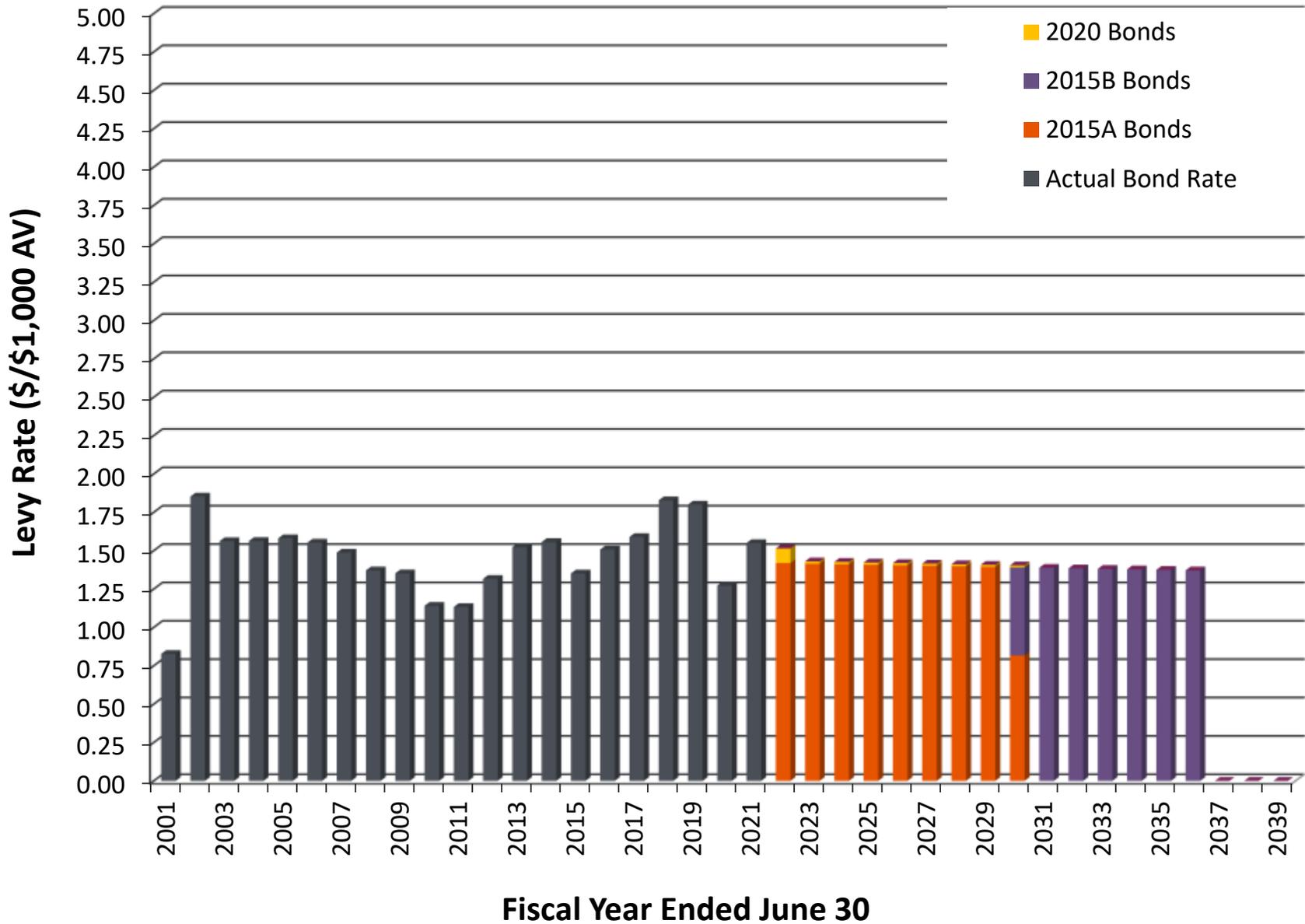
		Outstanding General Obligation Bonds									
Fiscal Year ⁽¹⁾	Debt Service					Total	Total Assessed Value	% AV Growth	Actual Bond Rate	Taxes Collected ⁽²⁾	Projected Bond Rate
	2001 Ref	2005 Ref	2015A Bonds	2015B Bonds	2020 Bonds						
2001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,263,693,228	--	\$ 0.8270		
2002	922,071	-	-	-	-	922,071	3,439,600,573	5.39%	1.8525		
2003	892,675	-	-	-	-	892,675	3,608,285,319	4.90%	1.5620		
2004	892,075	-	-	-	-	892,075	3,753,129,981	4.01%	1.5633		
2005	891,475	866,466	-	-	-	1,757,941	3,951,469,104	5.28%	1.5805		
2006	885,835	1,737,775	-	-	-	2,623,610	4,129,038,287	4.49%	1.5525		
2007	2,505,325	1,737,675	-	-	-	4,243,000	4,355,026,315	5.47%	1.4871		
2008	2,503,575	1,557,425	-	-	-	4,061,000	4,597,449,270	5.57%	1.3713		
2009	2,504,975	1,557,425	-	-	-	4,062,400	4,816,933,583	4.77%	1.3521		
2010	2,503,575	1,557,425	-	-	-	4,061,000	4,971,749,587	3.21%	1.1407		
2011	2,540,100	1,557,425	-	-	-	4,097,525	5,065,021,830	1.88%	1.1332		
2012	2,506,350	3,817,425	-	-	-	6,323,775	5,124,491,808	1.17%	1.3163		
2013	2,506,800	3,936,700	-	-	-	6,443,500	5,170,473,238	0.90%	1.5230		
2014	2,508,825	4,065,250	-	-	-	6,574,075	5,294,179,833	2.39%	1.5562		
2015	2,504,250	4,194,500	-	-	-	6,698,750	5,631,193,925	6.37%	1.3514		
2016	-	4,651,000	3,756,344	-	-	8,407,344	5,766,167,506	2.40%	1.5075		
2017	-	4,786,750	3,988,650	-	-	8,775,400	6,011,566,574	4.26%	1.5891		
2018	-	4,936,750	4,033,650	-	-	8,970,400	6,288,641,653	4.61%	1.8281		
2019	-	5,084,500	4,081,850	-	-	9,166,350	6,507,447,630	3.48%	1.8004		
2020	-	5,234,250	4,183,050	-	-	9,417,300	6,764,599,960	3.95%	1.2725		
Current	2021	-	-	9,900,050	-	633,953	10,534,003	7,137,102,370	5.51%	1.5497	
Projected	2022	-	-	10,146,500	-	683,078	10,829,578	7,333,372,685	2.75%	96.0%	1.54
	2023	-	-	10,396,250	-	111,077	10,507,327	7,535,040,434	2.75%	96.0%	1.45
	2024	-	-	10,661,250	-	111,076	10,772,326	7,742,254,046	2.75%	96.0%	1.45
	2025	-	-	10,923,000	-	111,076	11,034,076	7,955,166,032	2.75%	96.0%	1.44
	2026	-	-	11,197,500	-	111,077	11,308,577	8,173,933,098	2.75%	96.0%	1.44
	2027	-	-	11,479,750	-	111,076	11,590,826	8,398,716,258	2.75%	96.0%	1.44
	2028	-	-	11,765,750	-	111,076	11,876,826	8,629,680,955	2.75%	96.0%	1.43
	2029	-	-	12,058,500	-	111,076	12,169,576	8,866,997,182	2.75%	96.0%	1.43
	2030	-	-	7,260,750	5,100,000	111,076	12,471,826	9,110,839,604	2.75%	96.0%	1.43
	2031	-	-	-	12,670,000	-	12,670,000	9,361,387,693	2.75%	96.0%	1.41
	2032	-	-	-	12,985,000	-	12,985,000	9,618,825,855	2.75%	96.0%	1.41
	2033	-	-	-	13,310,000	-	13,310,000	9,883,343,566	2.75%	96.0%	1.40
	2034	-	-	-	13,645,000	-	13,645,000	10,155,135,514	2.75%	96.0%	1.40
	2035	-	-	-	13,985,000	-	13,985,000	10,434,401,741	2.75%	96.0%	1.40
2036	-	-	-	14,335,000	-	14,335,000	10,721,347,788	2.75%	96.0%	1.39	
2037	-	-	-	-	-	-	11,016,184,853	2.75%	96.0%	-	
2038	-	-	-	-	-	-	11,319,129,936	2.75%	96.0%	-	
2039	-	-	-	-	-	-	11,630,406,009	2.75%	96.0%	-	

(1) Fiscal years ended June 30.

(2) Assumes collection year delinquencies will be offset by back tax collections.

REYNOLDS SCHOOL DISTRICT No. 7

Outstanding General Obligation Bonds – Actual and Projected Levy Rates



REYNOLDS SCHOOL DISTRICT NO. 7

General Obligation Bonds, Series 2023 – Summary of Structuring Scenarios

Structure	Projected \$1.56 Level Levy (2015 Bond Ballot Amount)					Projected \$1.99 Level Levy			
	20 Years			25 Years		20 Years		25 Years	
Par Amount									
Current Interest Bonds	\$ 20,700,000			\$ 20,700,000		\$ 62,720,000		\$ 62,720,000	
Deferred Interest Bonds	47,740,468			79,719,574		60,139,312		100,976,142	
Total Par Amount	\$ 68,440,468			\$ 100,419,574		\$ 122,859,312		\$ 163,696,142	
Dated Date	6/15/2023			6/15/2023		6/15/2023		6/15/2023	
Final Maturity	6/15/2043			6/15/2048		6/15/2043		6/15/2048	
Amortization Period	20 Years			25 Years		20 Years		25 Years	
Projected Average Levy Rates*									
	Prior Debt	New Bonds	Combined	New Bonds	Combined	New Bonds	Combined	New Bonds	Combined
2021.....	\$ 1.55	\$ -	\$ 1.55	\$ -	\$ 1.55	\$ -	\$ 1.55	\$ -	\$ 1.55
2022.....	1.54	-	1.54	-	1.54	-	1.54	-	1.54
2023.....	1.45	-	1.45	-	1.45	-	1.45	-	1.45
2024-2025.....	1.45	0.11	1.56	0.11	1.56	0.54	1.99	0.54	1.99
2026-2027.....	1.44	0.12	1.56	0.12	1.56	0.55	1.99	0.55	1.99
2028-2030.....	1.43	0.13	1.56	0.13	1.56	0.56	1.99	0.56	1.99
2031-2036.....	1.40	0.16	1.56	0.16	1.56	0.59	1.99	0.59	1.99
2037-2043.....	-	1.56	1.56	1.56	1.56	1.99	1.99	1.99	1.99
2044-2048.....	-	-	-	1.56	1.56	-	-	1.99	1.99
Key Statistics									
Cushion over Current Interest Rates	+ 2.00%			+ 2.00%		+ 2.00%		+ 2.00%	
True Interest Cost (TIC)**	4.69%			4.93%		4.50%		4.79%	
Total Interest	\$73,096,232			\$146,482,125		\$102,824,126		\$196,537,295	
Total Interest as % of Par	107%			146%		84%		120%	
2024 Bond Levy per \$100,000 AV, New Bonds	\$11			\$11		\$54		\$54	
2024 Bond Levy per \$100,000 AV, All Bonds	\$156			\$156		\$199		\$199	

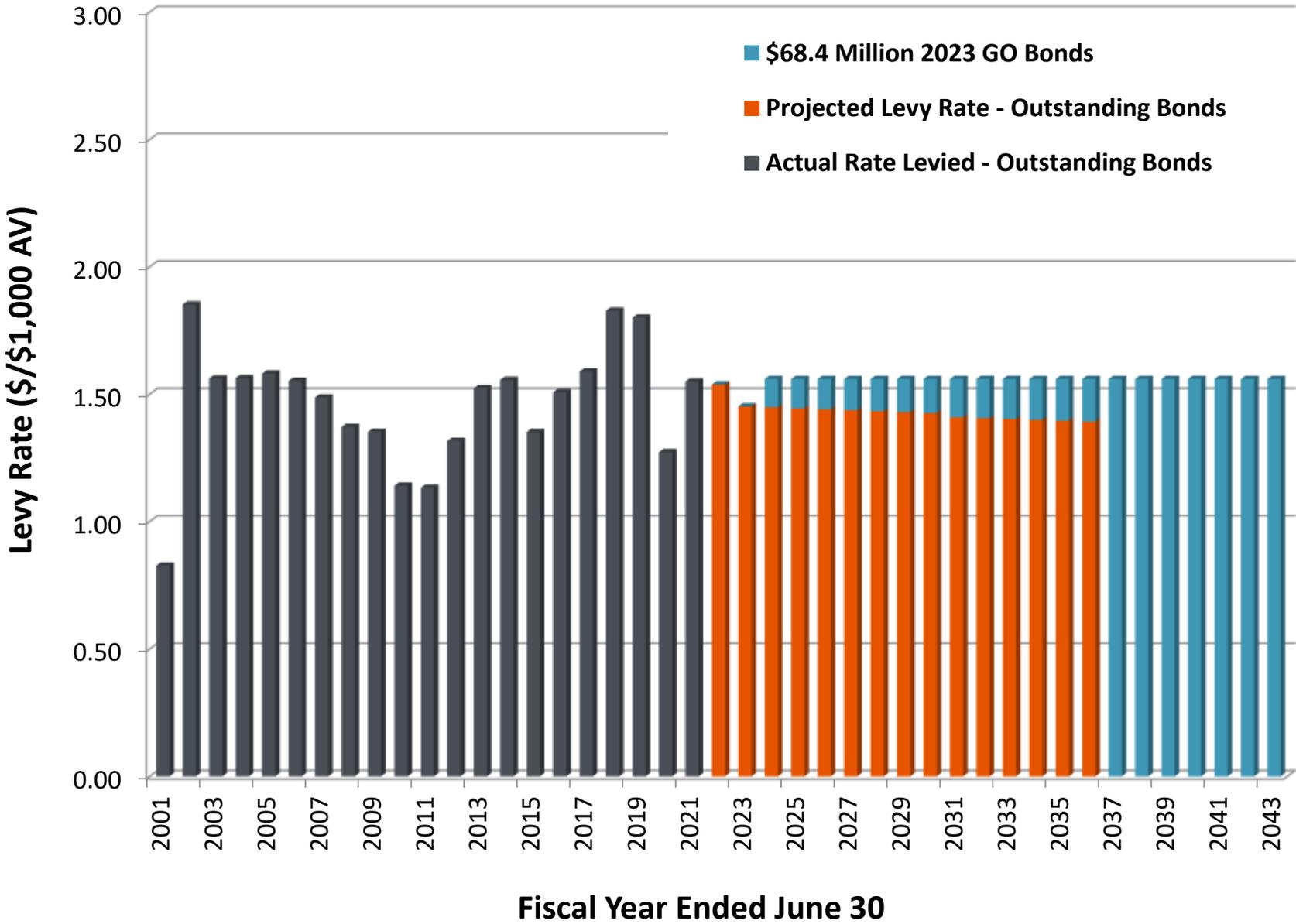
* Projected average levy rates are based on a variety of assumptions regarding AV growth, tax collections & interest rates. Debt service will be fixed when bonds are sold but levy rates are preliminary until the assessor certifies values each year.

** True interest cost is the blended, overall interest rate for the issue. Includes the interest rate cushion.

Note: Deferred interest bonds are a tool used by issuers to manage the amount of annual debt service due and the resulting levy rate. Interest is compounded and not paid until maturity; the interest amount is calculated every 6 months and added to the outstanding balance. Since the compounded interest is not paid to the investor in the period it is accrued, the levy rate is lower than it otherwise would be with all current interest bonds. The bonds typically come at higher interest rates since investors do not receive any money until the maturity date and compounding further increases the total interest cost. We try to minimize the use as much as possible while keeping projections within an issuer's parameters. The exact amount of deferred interest bonds will not be determined until bonds are sold.

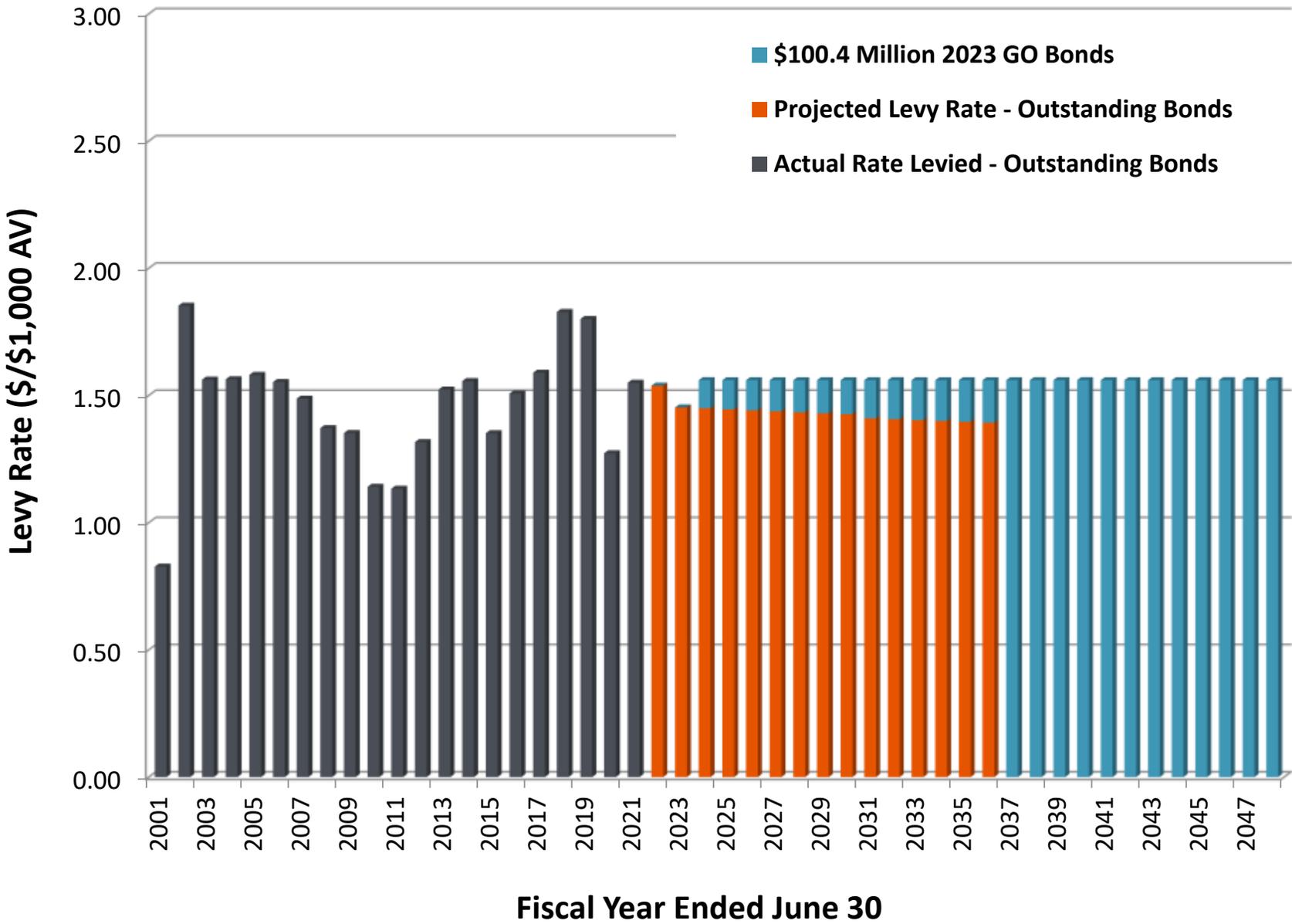
REYNOLDS SCHOOL DISTRICT NO. 7

General Obligation Bonds, Series 2023 – Projected \$1.56 Level Levy; 20 Years



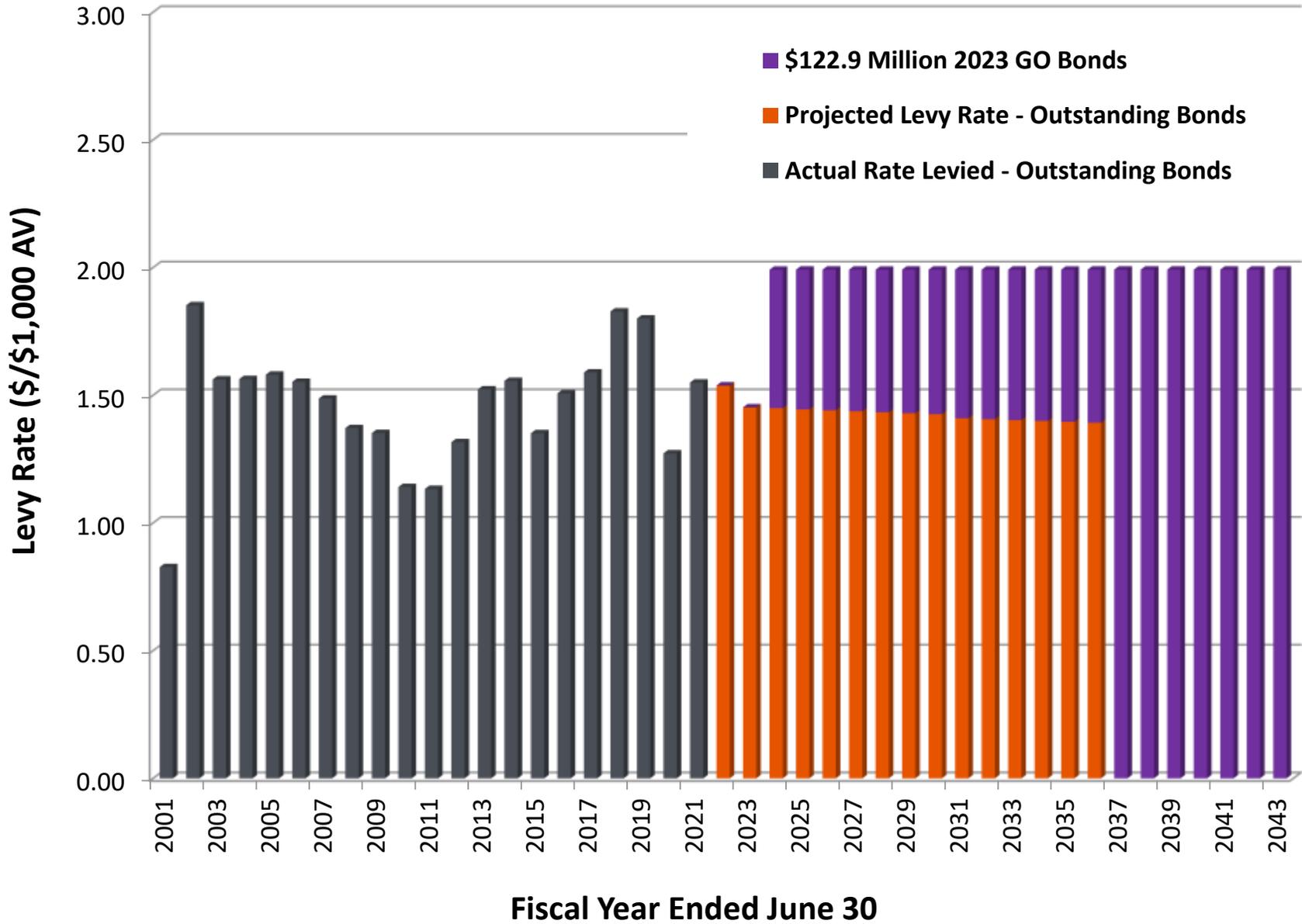
REYNOLDS SCHOOL DISTRICT NO. 7

General Obligation Bonds, Series 2023 – Projected \$1.56 Level Levy; 25 Years



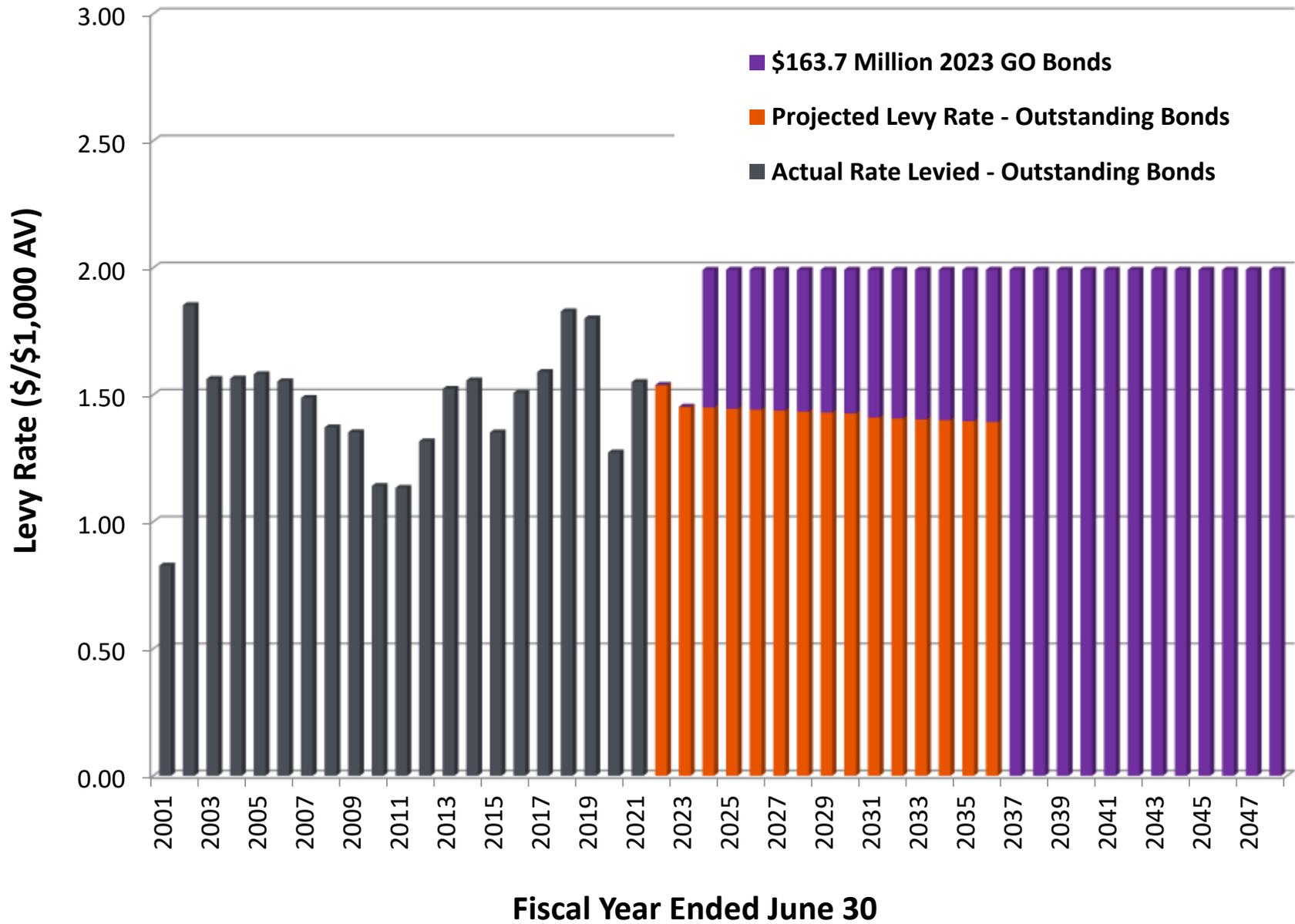
REYNOLDS SCHOOL DISTRICT NO. 7

General Obligation Bonds, Series 2023 – Projected \$1.99 Level Levy; 20 Years



REYNOLDS SCHOOL DISTRICT NO. 7

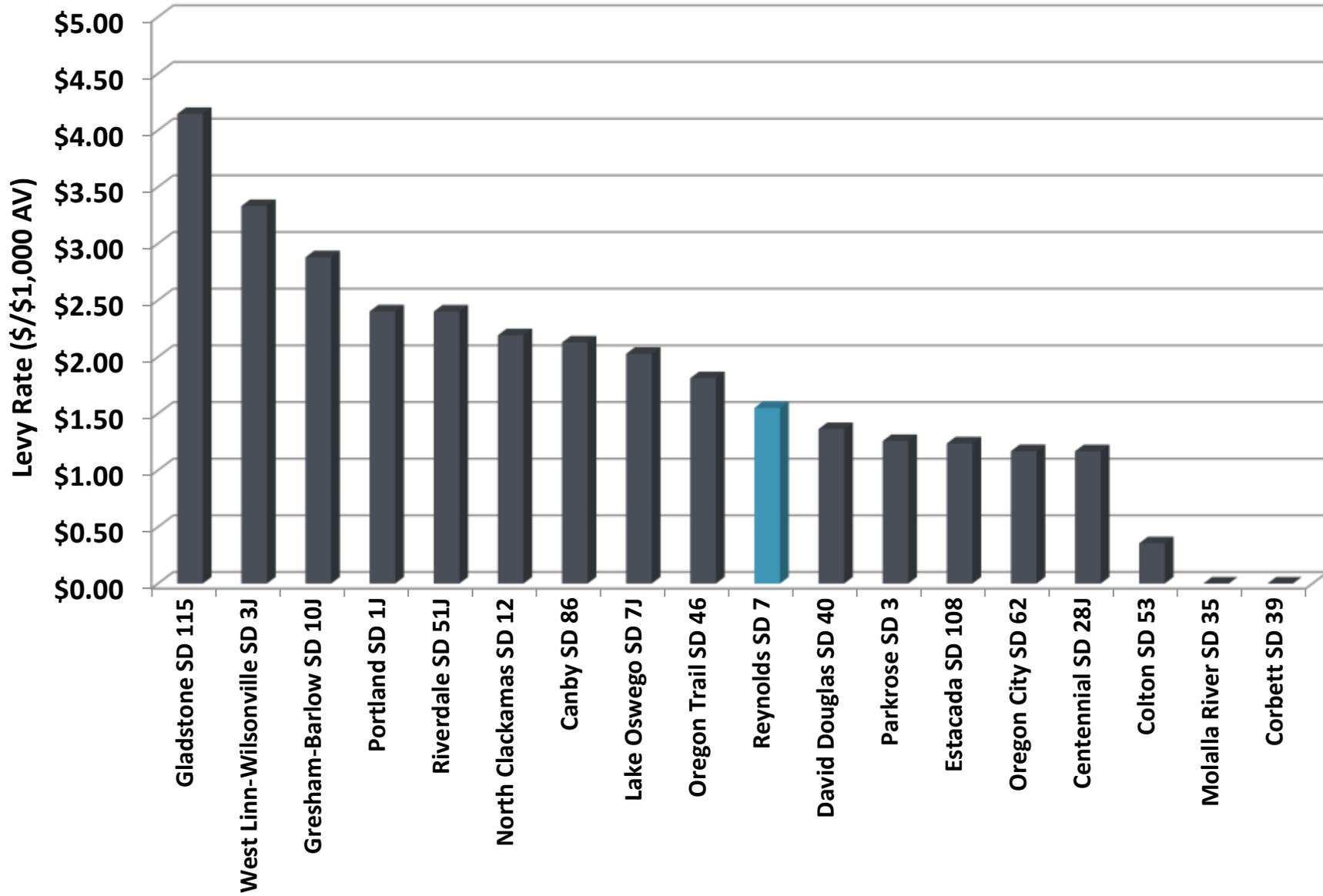
General Obligation Bonds, Series 2023 – Projected \$1.99 Level Levy; 25 Years



REYNOLDS SCHOOL DISTRICT NO. 7
School District Levy Rates in Neighboring Districts

District	Extended ADMw (6-26-20)	Assessed Value (Net of Urban Renewal)	2021 Levy Rates			
			Permanent Rate	Local Option Rate	Bond Rate	Total District Rate
West Linn-Wilsonville SD 3J	11,230.68	8,343,866,635	4.8684	1.5000	3.3312	9.6996
Portland SD 1J	57,735.68	56,045,546,148	5.2781	1.9900	2.4017	9.6698
Gladstone SD 115	2,266.47	944,926,412	4.8650	-	4.1439	9.0089
North Clackamas SD 12	20,542.51	15,406,431,843	4.8701	1.6300	2.1910	8.6911
Lake Oswego SD 7J	7,901.50	8,701,430,470	4.4707	1.6400	2.0277	8.1384
Riverdale SD 51J	735.67	758,734,715	3.8149	1.3700	2.4005	7.5854
Gresham-Barlow SD 10J	14,176.98	7,160,398,944	4.5268	-	2.8793	7.4061
Canby SD 86	5,507.80	3,615,411,257	4.5765	-	2.1271	6.7036
Oregon Trail SD 46	5,198.70	3,751,794,479	4.6397	-	1.8124	6.4521
Parkrose SD 3	3,876.85	4,821,336,325	4.8906	-	1.2577	6.1483
Oregon City SD 62	9,426.41	6,125,993,042	4.9629	-	1.1686	6.1315
Reynolds SD 7	14,497.54	6,667,454,056	4.4626	-	1.5497	6.0123
David Douglas SD 40	12,258.64	3,588,885,293	4.6394	-	1.3628	6.0022
Centennial SD 28J	7,810.15	3,076,498,974	4.7448	-	1.1677	5.9125
Estacada SD 108	3,356.62	1,853,792,025	4.1476	-	1.2365	5.3841
Colton SD 53	759.91	429,071,069	4.9801	-	0.3554	5.3355
Molalla River SD 35	3,251.81	2,042,995,921	4.7001	-	-	4.7001
Corbett SD 39	1,330.64	437,160,300	4.5941	-	-	4.5941

2021 School District Bond Rates



We are writing or providing this material to provide you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Sandler is underwriting or placing. However, Piper Sandler intends to serve as an underwriter or placement agent and not as a financial advisor to you in this transaction; and the primary role of Piper Sandler is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Sandler. Piper Sandler has financial and other interests that differ from your interests.

To: Board of Directors
From: Dr. Alma Charles, Interim Chief Academic Officer
Prepared by: Dan Kimbrow, Coordinator of Summer Programs
Subject: Summer School 2021
Policy: [Instructional Goal - IA](#)
Date: May 26, 2021

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

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:

Dan Kimbrow will present the Board with a summary of planning for summer programs.

Previous Board Action:

Not Applicable

Background:

Staff of Reynolds School District have undertaken providing a safe, engaging, and fun summer program which addresses unfinished learning and the social emotional needs of our students. This will be done through hands-on activities, project-based learning, use of culturally relevant materials, and culturally-specific programming where appropriate for students to demonstrate academic growth in core content areas.

Staffing at each site will include six-nine teachers, an Assistant/Health Secretary, a Counselor/Social Worker, three health and safety assistants, a site lead TOSA, shared administrators across sites, and nursing services provided by MESD at their recommended level. Additional prevention support is expected through Trillium Family Services. We will provide two meals each day (breakfast and lunch) as well as transportation to and from school / to extended care hub sites. A partnership with Boys and Girls Club would bring Reynolds students who are currently planning to attend care at their facility to the summer program (and provide extended care based on need after our programming).

Native American youth recruited a partnership with NAYA; student liaisons at targeted schools will assist with the recruitment of Native American youth across the district. Other partners (i.e., SEI, MFS, Latino Network, Catholic Charities) will be relied upon to recruit their current caseloads. IRCO will provide English language instructors, case managers, recruitment of students served by IRCO, and wraparound services for families. Students experiencing homelessness will be recruited with assistance of our district social worker(s). MESD will support recruitment of students qualifying for migrant services. District bilingual liaisons will assist in recruitment of students for whom English is an additional language and those whose families prefer communication in their native language.

Measures of success and student learning will include STAR math and reading assessments, in-program data from Lexia and Dreambox, student surveys, and attendance data. Professional development in the teaching of reading and resources for whole and small group targeted instruction will be provided to teachers in addition to training on the use of Lexia to support reading instruction.

Financial Implications:

Additional funding from state and federal sources provide us with a unique opportunity to reopen schools for summer programs. Funding sources include SSA grants for this year and the next two for summer programming at three elementary and one middle school (Davis, Glenfair, Salish Ponds, and Reynolds Middle School). Additionally, we have received state grants for summer enrichment and academics in K-8 schools, credit recovery for high schools, and reimbursable extended day care to support families requiring care in order to attend summer programming. The first two of those state grants require 25% match, for which use of ESSER II/III funds is allowed. These state grants must be expended or returned.

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

SUMMER PROGRAMMING 2021

REYNOLDS SCHOOL DISTRICT

Serving
Students of Reynolds School District

58



REYNOLDS SUMMER PROGRAMMING 2021

OBJECTIVE: To provide a safe, engaging, and fun summer program to the students of RSD that addresses unfinished learning and the social emotional needs of our students. This will be done through hands-on activities, project-based learning, using culturally relevant materials, and culturally specific programming, where appropriate, for students to demonstrate academic growth in reading and math.



SUMMER SCHOOL GRANTS – DISTRICT WIDE

HEROES Funding or ESSER II/III	\$942,495
OR Summer Academic Support	\$1,176,016
OR Summer Enrichment	\$1,805,233
Reimbursable extended care	
<hr/>	
Total Grants:	\$3,923,745



SUMMER SCHOOL GRANTS – SITE-SPECIFIC SSA FUNDS

Davis ES	\$108,695
Glenfair ES	\$114,832
Reynolds MS	\$207,090
Salish Ponds ES	\$107,903

61

Total Site-specific: \$538,520

Total Grants: \$4,462,265



STAFFING A SUMMER PROGRAM

Teachers

SUN Site Coordinators

Partners

Site Lead TOSAs

Shared Assistant Principals

Cooks and Drivers

Assistant/Health Secretary

Health and Safety Assistants

Counselor/Social Worker

MESD Nurses



OPENING THE SUMMER

Planning is underway

Hiring of a District Coordinator

Hiring of Shared Administrators

Negotiations on a Summer MOU

Interest Survey to Families

Recruitment with Partners



PARTNERS

In addition to the valued SUN-site managing agencies and long-term partners, we are expanding partnerships with the following:

Playworks

Multnomah County Library Books2U

IRCO

MESD Outdoor School

Boys and Girls Club

Champions



QUESTIONS?



To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of Schools

Prepared by: Sarah Winters, Administrative Assistant to the Executive Director of Schools

Subject: A Focus on Student Learning: 2021-2021

Policy: [Instructional Goal – IA](#)

Date: May 26, 2021

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

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:

District Administration will provide an initial overview of the student learning considerations for the 2021-2022 school year, with a focus on K-12 learning access and options for all students, which include on-campus and virtual learning programming.

Previous Board Action:

Not Applicable

Background:

ODE plans to change the RSSL guidelines, removing Hybrid Instruction for the 2021-2022 school year and transition school districts to in-person instruction.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable



A Focus on Student Learning: 2021-22

Dr. Sara Hahn-Huston, Exec. Dir. of Schools
Wade Bakely, Reynolds High School Principal

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

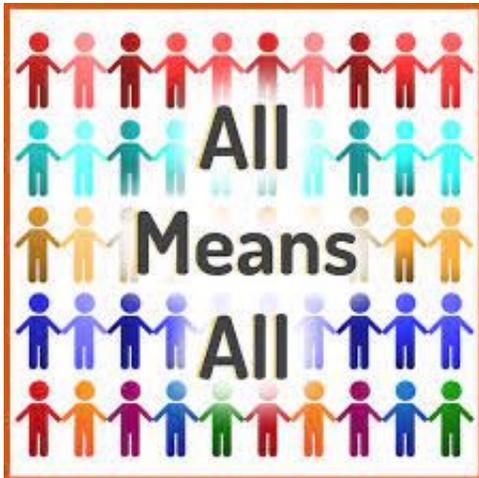
Looking Back: Prior Virtual Learning Program Proposals

- Focus: Offering a K-12 online school program
- Board Presentation February 24 – Seeking permission to continue research
- Board Presentation March 31 – Requested action to move forward
- Moved to Board Work session April 14, 3-3 vote, motion didn't pass



Moving Forward: Learning Access and Options for ALL Students

69



- Moving away from 'instead of' to 'AND'
- Meeting the needs of all learners where options are available within their current school
- Focus on maintaining strong school community relationships
- Focus: Strategic Plan 2021-26 Implementation

Learning At a Glance: Where have we been and where are we going?

2020-21 School Year Learning Model Progression

- Comprehensive Distance Learning (CDL)



- Hybrid Model for Learning



- Planning for full time in-person instruction for the Fall, 2021

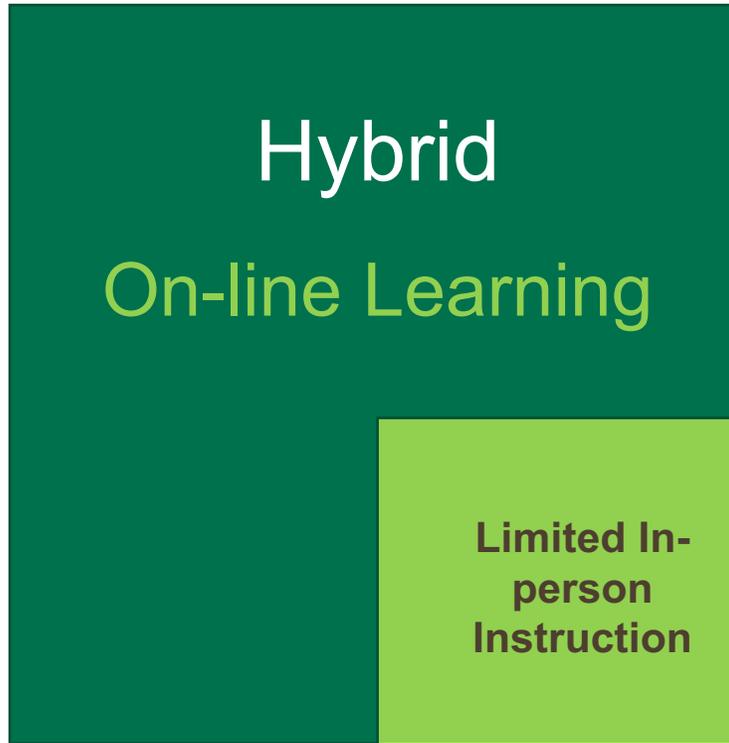
2021-22 School Year Learning Access and Options

- Return to on-campus, all day instruction for students K-12 with Virtual Learning Access and Options for students / families
- Differentiated program models for Elementary and Secondary Schools
- Options for program transitions mid-year

70

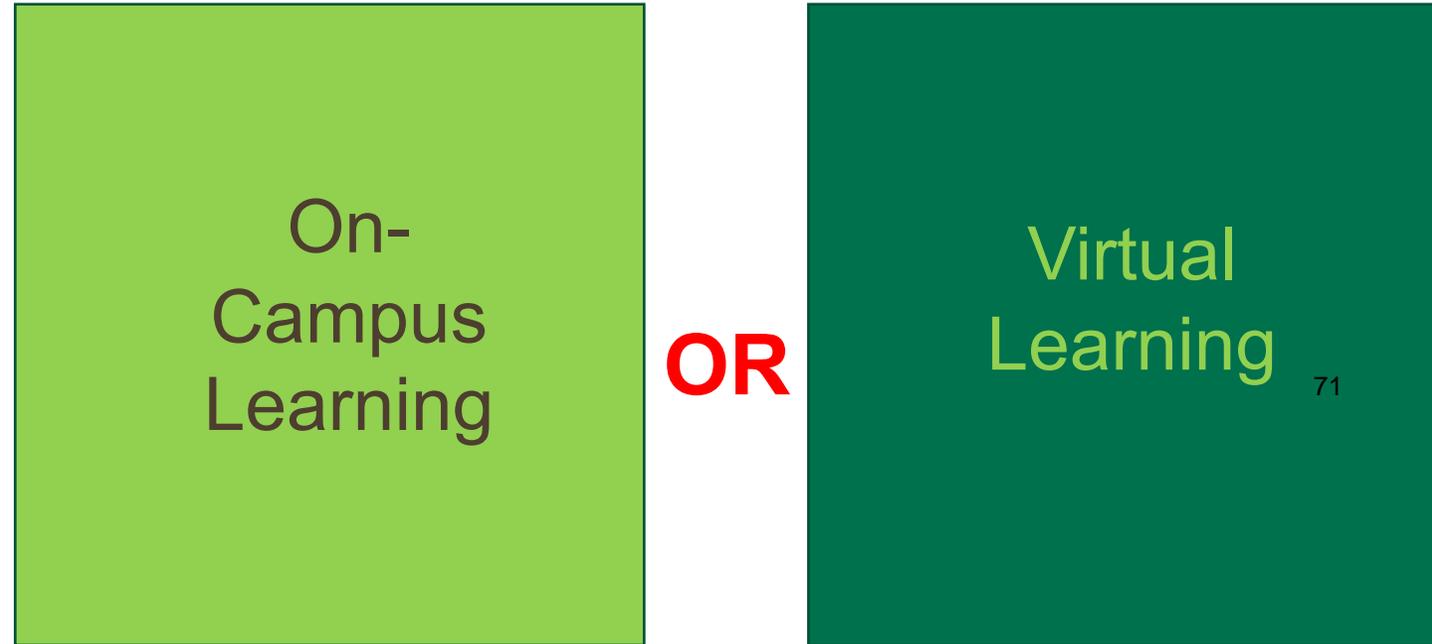
Learning Model Transition – Spring '21 to Fall '21

Learning Model



Spring, 2021

Learning Access and Options



Fall, 2021
(2021 – 2022 School Year)

Mid-Year Options

On-Campus Learning = Virtual Learning Programs for 2021-22

- Same Academic Program
- Teachers Focus on the same Scope and Sequence
- Continual focus on high expectations for students
- Teachers continue to focus on academic rigor, differentiation and engagement⁷²
- Staff continue to focus on helping ALL students to learn and retain skills
- Focus on Social-Emotional Needs and Relationships
- Staff continue to focus on closing academic gaps
- Family and student engagement expectations remain high

Neighboring District Plans for 2021-22

District	On-Campus Learning	Virtual Learning Option
Centennial S.D	YES K-12	YES
David Douglas S.D	YES PK-12	YES – Online Academy K-5 and 6-12 program
Parkrose S.D	YES K-12	Still being discussed 73
Corbett S.D	YES K-12	Probably
Portland Public Schools	YES K-12	YES – may expand virtual high school program down to grade 5



Connecting to our Strategic Plan 2021-2026



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Strategic Plan Priorities 2021 – 2026

1

In order to give voice to our marginalized* populations, we will remove barriers, hold high academic expectations and elicit and honor all voices.

**In Reynolds, we define marginalized as those students and families who are furthest from justice and those who have been historically silenced in our school system. Our marginalized population is identified as our Black and Brown students. We believe that if we address the disparities faced by our Black and Brown students, it will positively impact other groups facing systemic barriers.*

Our WHY



GOALS

- ✓ **Elevate Voice:** We will create opportunities that allow voices that have been historically marginalized to be honored and elevated.
- ✓ **Remove Barriers:** We will take action to identify and remove internal barriers (and provide tools to overcome external barriers) so that marginalized students have just and equitable access to a high-quality education.
- ✓ **Communication:** We are committed to truly listen and create timely/efficient communication systems.
- ✓ **Improve the academic and social experience** for Black students and families in RSD

Please choose one or more pillars this goal is aligned to:

- Equity Safety Instructional Practices Organizational Culture

Strategic Plan Priorities 2021 – 2026

2

We will interrupt bias and microaggression in instructional practices.

Our WHY



GOALS

- ✓ Share decision making with all stakeholders.
- ✓ Honor student ways of being and showing knowledge: student voice and choice.
- ✓ Eliminate control/compliance as proof of learning.
- ✓ Curate curriculum.

Please choose one or more pillars this goal is aligned to:

- Equity Safety Instructional Practices Organizational Culture

Strategic Plan Priorities 2021 – 2026

3

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Our WHY



GOALS



Develop and implement a robust District-adopted wellness policy that focuses on physical, mental-emotional, and social health for students, family, and staff.

Please choose one or more pillars this goal is aligned to:

Equity

Safety

Instructional Practices

Organizational Culture

Elementary Program Overview

- On-campus Learning or Virtual Learning Options
 - 5 days a week
 - Full-day of instruction
- Enrichment Classes
- Social-Emotional Learning Supports
- Program Model Considerations

Secondary Program Overview

- On-campus Learning or Virtual Learning Options
 - 5 days a week
 - Full-day of instruction
- Enrichment Classes
- Social-Emotional Learning Supports
- Program Model Considerations
- Open Access to all students for after school programs / activities

Maintaining Connections with our School Communities

- Prioritizing Relationships with our School Communities
- Knowing the Needs of Families and partnering with them for improved academic success
- Re-engaging community partner relationships

80

Continued Planning for Fall Program Implementation

- Consultation Planning with Technology Dept.
- RSD Reopening School Task-Force - Ongoing
- Elementary and Secondary Administrators, May / June
- Cabinet Discussion, May / June
- Follow Up Discussion with C.I.A Department
- Parent / Community Stakeholder Survey (First week of June)
- School Board Work session June 9

81



Questions?



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Dr. Alma Charles, Interim Chief Academic Officer
Subject: Academics and Student & Family Services presentation
Policy: [Instructional Goal – IA](#)
Date: May 26, 2021

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

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:

Reynolds staff from the Academics department and Student & Family Services department will present on the use of Multi-Tiered System of Supports (MTSS) TOSAs, Instructional Coaches, and Media Specialists/Librarians at Reynolds School District.

Previous Board Action:

Not Applicable

Background:

Because the allocation for Student Investment Account funds is increasing for the 2021-22 school year, the district re-surveyed staff and families to prioritize the previously unfunded strategies in the plan. MTSS TOSA were ranked fourth and Media Specialists were ranked sixth; items 1-3 and 5 were also able to be funded. The board previously approved the SIA Plan and budget which includes the funding for MTSS TOSAs and Media Specialists.

Instructional Coaching positions are not new to the district however elementary and secondary schools have never experienced equitable allocations of coaching support. Coaches have supported varying initiatives at elementary schools, with coach training matching the program requirements, specifically Consortium on Reading Excellence in Education (CORE) and Reading First.



Academic and Support Services

Presented by staff from Divisions of Academics and Student & Family Services

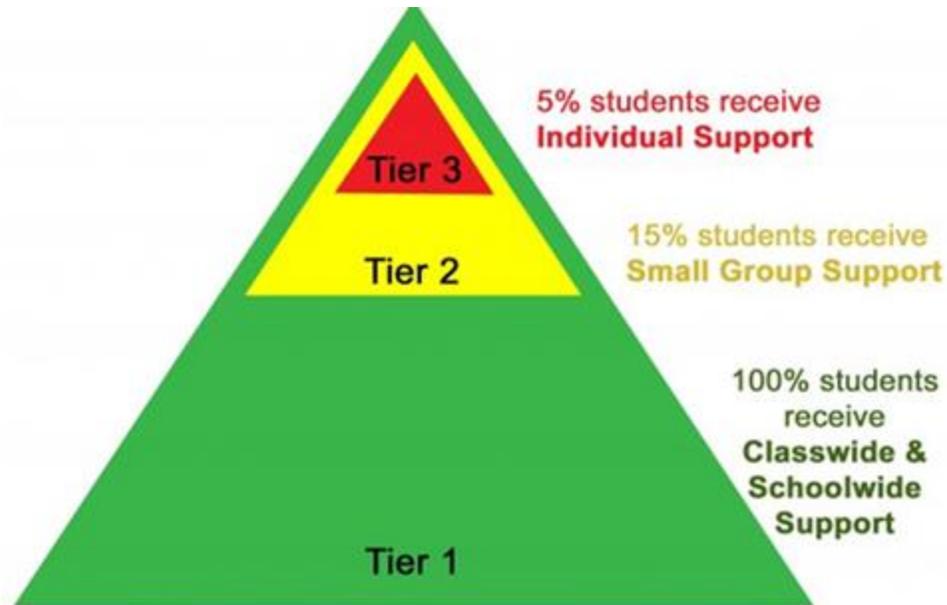
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Instructional Coaches

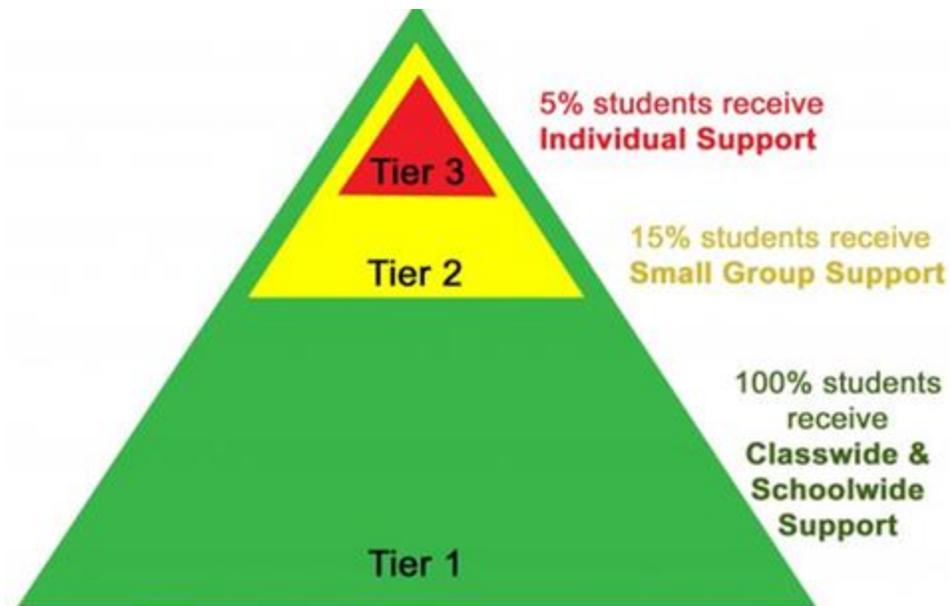
- Effective first-time instruction is critical to student achievement outcomes.
- The purpose of the Instructional Coach, in every K-12 building, will be to support the classroom teachers in this endeavor.
- Coaches will support teachers' delivery of core academic instruction with attention to:
 - completing coaching cycles with classroom teachers
 - analyzing student achievement data
 - researching resources and tools to apply to classroom instruction
 - providing teachers with differentiated professional learning

What is a **Multi-Tiered System of Supports**



- **MTSS** is a framework that many schools **use** to provide targeted support to struggling students. It screens all students and aims to address behavioral as well as academic issues. The goal of **MTSS** is to intervene early so students can catch up with their peers. Here is an example of a [school district framework](#).
- A well-designed MTSS includes: (National Association of School Psychologists, 2018):
- Multiple tiers of integrated support for academics and behavior.
- Screening to determine which students could benefit from additional supports.
- Progress monitoring of evidence-based strategies.
- Data-driven decision-making

MTSS TOSA Roles and Responsibilities



- Lead professional development on MTSS.
- Support classroom teachers in positively engaging 80% of students in first-time instruction.
- Help develop and refine systems for teachers to request assistance for students struggling, observe students, and provide feedback.
- Support MTSS Teams in systematically assigning students to Tiered Interventions & Supports.
- Help MTSS Teams progress monitor the use of evidence-based strategies.
- Support MTSS Teams in systematically reviewing student intervention efforts.

87

Elementary Library / Media Specialists

- Over 10 years ago Elementary Library Media Specialists were no longer funded due to budget cuts.
 - At that time each elementary school had 1 full-time Library Media Specialist and 1 Library Media Assistant providing library and media education to all K-5 students.
- In 2015 the Oregon State Board of Education adopted the Oregon School Library standards which were developed with the support of the Oregon Association of School Libraries (OASL). These standards focus on 3 strands:
 - Information Literacy
 - Reading Engagement
 - Social Responsibility
- With the increase in student technology, the Board adoption of the ISTE standards and Common Sense Media digital citizenship curriculum the addition of Elementary Media Specialists combined with our amazing Elementary Media Assistants will increase student outcomes!



Academic and Support Services

Presented by staff from Divisions of Academics and Student & Family Services



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To: Board of Directors
From: Dr. Alma Charles, Interim Chief Academic Officer
Prepared by: Debbie Nicolai, Director of Curriculum, Instruction & Innovation
Subject: World Languages Materials Purchase
Policy: [Curriculum Adoption - IFD](#)
Date: May 26, 2021

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

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:

The Oregon Department of Education requires school districts to follow the adoption cycle of curriculum materials in all content areas. For the 2020-21 school year, school districts are required to review, adopt, and purchase World Languages instructional materials for implementation in the 2021-22 school year. Districts must choose from instructional materials that are reviewed using specific criteria and formally adopted by the State Board of Education.

Reynolds School District must now adopt a World Languages curriculum to maintain compliance with Oregon Revised Statutes, created by the state legislature, and Oregon Administrative Rules, created by the State Board of Education.

Please refer to the following attachments: Wayside Publishing 1, Wayside Publishing 2, Wayside Publishing 3.

Previous Board Action:

Not Applicable

Background:

During the 2020-21 school year, the Reynolds School District World Languages Adoption Committee, using the guidelines set forth by the Oregon Department of Education, completed training and review of the revised World Languages standards. These revised standards were used by the committee to rewrite the curriculum maps in Spanish and French high school

language classes. The State Board of Education criteria were used to review potential materials from the approved publisher list. The committee paid close attention to accessibility criteria, cultural relevance criteria, and assessment criteria. As a final step, the committee offered the Reynolds School District community, staff, students, and families an opportunity to screen and share feedback on the selected materials.

Per state and district policy, Wayside Publishing materials were chosen by the committee for its ability to deliver relevant instruction on a digital platform. Wayside Publishing meets all state standards of instruction, is customized to reflect Reynolds' students' cultures and ethnicities within content and meets all the Oregon Department of Education system requirements for adoption.

Financial Implications:

Total cost to purchase the Wayside Publishing digital curriculum for Spanish and French high school language classes is \$101,301.20. This six-year contract is inclusive of Professional Development, implementation support and tech support. This amount is present in the current Curriculum budget.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the purchase of the Wayside Publishing digital curriculum for implementation in high school Spanish and French language classes.

Motion:

Not Applicable



Adopción
de idiomas mundiales

L'acquisition de livres
pour les langues
mondiales

World Languages Adoption Presentation

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World Languages Materials Adoption

- Required by State Board of Education
- Last adoption process for World Languages materials was more than 10 years ago
- Committee participation open to all interested staff and community members
- Committee comprised of World Language teachers and Curriculum Department staff

Our Process – Phase 1

- Examine recent research and trends in World Language instruction
- Investigate formal organizations: The American Council on the Teaching of Foreign Languages (ACTFL) is cited by all organizations as the gold standard
- Attend professional conferences for teacher learning opportunities
- Review curriculum maps from other districts and states

Our Process – Phase 2

- Identify needs in RSD curriculum maps to strengthen instructional components:
 - Include more formative assessments
 - Increase the rigor of learning tasks
 - Enhance vocabulary instruction
 - Use authentic and culturally relevant text
 - Affirm multicultural representations of all peoples
 - Create relevant summative assessments

Our Process – Phase 3

- Revise RSD curriculum maps
- Convene for material review and selection
- Collect community feedback
- Recommend materials for School Board adoption

The Future of World Languages Programming

- Next Steps – Convene a committee during the 2021-22 school year
 - Ensure the committee has widespread participation from families, students and community partners
 - Determine the demand for an expansion of languages beyond Spanish and French
 - Determine the demand for Level 1 language classes at grade 8
 - Determine the demand for AP language classes
 - Determine the demand to expand Heritage language classes beyond Spanish to Vietnamese, Russian, etc.

Future Outcomes

- Prepare to respond to Oregon Department of Education changes
 - Spanish Language Arts would count as Language Arts high school credits
 - English classes would count as World Language high school credits
- Increase Biliteracy Seal eligibility for World Languages students
- Initiate private college pathways for World Languages students



Sandra Pluchos
Jeme Sutton
AJ Harding
Jeff Cleys
Anastasia Conlin
Tom Haring
Debbie Nicolai

May 26, 2021



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Scope and Sequence for *EntreCulturas 1*

Unidad Preliminar Essential Questions:	How widely used is Spanish in the world, on the Internet, and in my community? How do I begin a conversation when meeting a Spanish speaker? What strategies will help me communicate in Spanish as I begin to learn the language?
---	--

Tema de la unidad	Preguntas esenciales	Metas de la unidad
-------------------	----------------------	--------------------

Unidad 1 Identidades

- | | |
|--|--|
| <ul style="list-style-type: none"> Who am I? How does what I do define who I am? How am I similar to and different from young people in the Spanish-speaking world? How do language and music shape identity? | <ul style="list-style-type: none"> Interact to express your identity, ask for and give personal information and express preferences about activities. Interpret images, video, audio, and print texts in Spanish to gain insights into identity. Present basic information about yourself. Investigate, explain and reflect on the role of language and music in shaping identity in Paraguay, in Texas and in your community. |
|--|--|

Unidad 2 La vida en la escuela

- | | |
|---|--|
| <ul style="list-style-type: none"> What places, people and activities define student life? How is student life at my school similar to and/or different from student life at a school in Costa Rica? How do schools reflect the values of their communities? | <ul style="list-style-type: none"> Exchange information about your life at school, including people, places, calendars, schedules, and student activities. Interpret images, videos, schedules, and calendars to gain insights into what school life is like in Costa Rica. Present information about your own life at school. Investigate and reflect on how a country's educational system mirrors cultural values and perspectives. |
|---|--|

Unidad 3 Mi familia es tu familia

- | | |
|---|--|
| <ul style="list-style-type: none"> Who makes up my family? What places and activities bring us together as a family? How is my family similar to and different from some families in the Spanish-speaking world? | <ul style="list-style-type: none"> Exchange information about home life and family. Interpret short texts about family structure and activities. Prepare and present a collection of images and descriptions to share information about your home, your family and friends. Explore traditions, languages, people and the geography of Spain and Colorado. |
|---|--|

Unidad 4 La comida es cultura

- | | |
|--|---|
| <ul style="list-style-type: none"> What are some iconic foods from the Spanish-speaking world? How do food products and food practices shape our cultural identity? How can exploring new foods lead me to intercultural experiences? | <ul style="list-style-type: none"> Share preferences, opinions and habits about food choices and food purchases. Interpret photographs, videos, ads, blogs and menus to understand food traditions. Create and present a series of menu items based on your food preferences and food traditions from a Spanish-speaking country. Recognize how traditions relating to meals and food reflect identity and how sharing in the food of another culture opens doors to intercultural communication. |
|--|---|

Unidad 5 La vida es un carnaval

- | | |
|---|--|
| <ul style="list-style-type: none"> What leisure activities help to define my community and me? How do popular celebrations reflect history and culture? How do leisure activities create bridges between cultures? | <ul style="list-style-type: none"> Express preferences for leisure activities. Make simple social plans. Interpret print and audiovisual material about the Dominican Republic celebration of Carnaval. Recognize the mutual influences between the Dominican Republic and the U.S., including sports and music. |
|---|--|

Unidad 6 El mundo en el que vivo

- | | |
|--|---|
| <ul style="list-style-type: none"> How do the culture, climate and the people around us affect how we live, work and play? What makes a place unique? How do my surroundings shape my identity? | <ul style="list-style-type: none"> Share information, opinions, and preferences about weather, clothing, outdoor activities, and the natural surroundings in your community and in the Spanish-speaking world. Interpret blogs, promotional materials, and reports on climate and weather to plan your day. Create and present travel information for a Spanish-speaking audience promoting travel to some popular attractions in or near your community as a destination. Identify some of the unique geographical features that have shaped and defined the culture of a community. |
|--|---|

Scope and Sequence for *EntreCulturas 1* (continued)

Contents:	Greetings and introductions Gestures for meeting and greeting Spelling names	Pronunciation Days and dates Page numbers	Months related to seasons Maps: where Spanish is spoken Reading strategies (V)
Enfoque intercultural	Temas Globales AP®/ Temas Troncales IB	Vocabulario en contexto: Así se dice	Gramática en contexto (V=video)
Paraguay/Texas	AP®		
<ul style="list-style-type: none"> Expressions of cultural identity Bilingualism in Paraguay and in Texas 	<ul style="list-style-type: none"> Identities personales y públicas: La identidad nacional y la identidad étnica <p style="text-align: center;">IB</p> <ul style="list-style-type: none"> Relaciones sociales: Lengua e identidad cultural o personal 	<ul style="list-style-type: none"> ¿Quién soy? Mis actividades favoritas ¿Qué lenguas hablas? Palabras interrogativas Expresiones útiles 	<ul style="list-style-type: none"> Ser (soy, eres, es) for identity (V) Me gusta/te gusta (V) Questions and answers (V) Singular forms: tener, hablar, ser
Costa Rica/California	AP®		
<ul style="list-style-type: none"> Typical school days in Costa Rica and the U.S. Cultural values reflected in schools 	<ul style="list-style-type: none"> La vida contemporánea: La educación Las familias y las comunidades : Las comunidades educativas <p style="text-align: center;">IB</p> <ul style="list-style-type: none"> Relaciones sociales: El sistema educativo 	<ul style="list-style-type: none"> School supplies School subjects Places in school School activities School personnel Uniform clothing and colors 	<ul style="list-style-type: none"> Time Gender/Definite articles (V) Hay + indefinite articles, quantity words Subject pronouns Present tense (-ar verbs) (V)
España/Colorado	AP®		
<ul style="list-style-type: none"> Home and the spaces we share with family Family life in Spain and the US Family ties that cross generational and geographical borders 	<ul style="list-style-type: none"> Las familias y las comunidades: La estructura de la familia <p style="text-align: center;">IB</p> <ul style="list-style-type: none"> Relaciones sociales: Relaciones en la familia 	<ul style="list-style-type: none"> Family members, descriptions, activities Gathering places Where families live in relation to each other Expressions for frequency 	<ul style="list-style-type: none"> Present tense of IR and ESTAR Present tense -er, -ir verbs Irregular verbs dar, hacer, salir, ver (V) Adjective agreement (V) Expressions for obligations (tener que/deber + infinitive) (V)
México/Carolina del Norte	AP®		
<ul style="list-style-type: none"> Food traditions and preferences as expressions of cultural identity Exploration of foods as a step to experiencing another culture 	<ul style="list-style-type: none"> Las familias y las comunidades: Las tradiciones y los valores <p style="text-align: center;">IB</p> <ul style="list-style-type: none"> Costumbres y tradiciones: Gastronomía 	<ul style="list-style-type: none"> Foods and meals: fruits vegetables, dairy, meat/fish, cold/hot beverages, desserts Eating preferences Requesting foods Prices and food purchases Describing foods: color, taste, etc. 	<ul style="list-style-type: none"> Estar + rico, delicioso, picante, caliente, frío, etc. (V) Expressions with tener (sed, hambre, ganas de, etc.) Stem-changing verbs: (ie): (V) The verbs gustar and encantar (me, te, le, etc.)
República Dominicana/Nueva York	AP®		
<ul style="list-style-type: none"> Mutual influences between the U.S. and the Dominican Republic in sports and music Intergenerational participation in leisure activities 	<ul style="list-style-type: none"> La vida contemporánea: El entretenimiento y el ocio <p style="text-align: center;">IB</p> <ul style="list-style-type: none"> Ocio: Interacción social a través del ocio 	<ul style="list-style-type: none"> Leisure activities Social spaces in the community Musical genres and instruments Emotions and reactions 	<ul style="list-style-type: none"> Future with ir + a + infinitive Affirmative and negative expressions Use of preterit (yo form) to talk about weekend activities
Colombia/Florida	AP®		
<ul style="list-style-type: none"> Geographical features and iconic landmarks of other countries Comparing weather and climate of my region with that of Spanish-speaking regions Cultural products and practices that derive from the climate of a region 	<ul style="list-style-type: none"> Los desafíos mundiales: Los temas del medio ambiente <p style="text-align: center;">IB</p> <ul style="list-style-type: none"> Cuestiones globales: El medio ambiente 	<ul style="list-style-type: none"> Weather/climate Clothing Activities Transportation Tener calor, frío, ganas de Expressions for accepting and declining invitations Me gustaría... Geographical terms 	<ul style="list-style-type: none"> Expressions with estar, hacer, and tener (V) Present progressive (V) Combining verbs (querer + inf., tener que + inf., etc.)

Scope and Sequence

UNITS	ESSENTIAL QUESTIONS	UNIT GOALS	INTERCULTURAL FOCUS
<p>Unité préliminaire Bonjour!</p>	<p>How widely is French used in the world, on the Internet, and in my community?</p> <p>How do I begin and maintain a simple conversation when meeting a French speaker?</p> <p>What strategies will help me communicate in French as I begin to learn the language?</p>	<p>Interact in French, asking and answering some basic questions to meet and get to know others.</p> <p>Interpret charts, graphs, and images to learn about diverse places, people, and cultures where French is spoken.</p> <p>Reflect on how to communicate and interact respectfully when meeting people from other cultures.</p>	<p>Zoom culture: <i>Pratique culturelle: Les salutations et l'espace vital</i></p> <p><i>Pratique culturelle: Téléphoner en France</i></p> <p><i>Produit et pratique culturels: Un grand festival</i></p> <p><i>Pratique culturelle: Les années</i></p>
<p>Unité 1 L'identité</p> <p>AP® Themes Personal and Public Identities</p> <p>IB Themes Identities</p>	<p>Who am I? How does what I do define who I am?</p> <p>How do I exchange information about my identity and that of others?</p> <p>What are cultural similarities and differences between myself and others in a Francophone community?</p>	<p>Interact to express your identity, ask for and give personal information, and express preferences about activities.</p> <p>Interpret images, audio, and video, and print texts in French to gain insights into identity.</p> <p>Present basic information about yourself.</p> <p>Investigate, explain, and reflect on the role of language in shaping identity in France, Quebec, and in your community.</p>	<p>La France et le Québec</p> <p>Zoom culture: <i>Pratique culturelle: Justin Trudeau, un Canadien à plusieurs identités</i></p> <p><i>Pratique culturelle: Le handball</i></p> <p><i>Pratique culturelle: L'identité linguistique du Québec</i></p>
<p>Unité 2 À l'école</p> <p>AP® Themes Contemporary Life</p> <p>IB Themes Social Organization</p>	<p>How is student life at my school similar to and/or different from student life in a Francophone country?</p> <p>How do courses and schedules reflect the educational values of a community?</p> <p>What places, people and activities define student life?</p>	<p>Exchange information about your life at school, including people, places, schedules, and student activities.</p> <p>Interpret images, videos, and schedules to gain insights into what school life is like in a Francophone country.</p> <p>Present information about your own life at school.</p> <p>Investigate elements of school life and aspects of time in Francophone cultures.</p>	<p>L'Algérie</p> <p>Zoom culture: <i>Pratique culturelle: Le système scolaire algérien</i></p> <p><i>Pratique culturelle: La récré</i></p> <p><i>Pratique culturelle: La technologie à l'école</i></p>
<p>Unité 3 La vie en famille</p> <p>AP® Themes Family and Communities</p> <p>IB Themes Social Organization</p>	<p>Who are the members of a family?</p> <p>Which attributes and interests do family members share?</p> <p>Which places and activities bring families together in our culture and in Francophone cultures?</p>	<p>Exchange information about family and home life.</p> <p>Interpret print texts, infographics, charts, audios, and videos about family life and activities.</p> <p>Present a collection of images to share information about a home, a family and/or friends.</p> <p>Explore family traditions in Francophone cultures.</p>	<p>Le sud-ouest de la France</p> <p>Zoom culture: <i>Pratique culturelle: Les animaux de compagnie</i></p> <p><i>Pratique culturelle: Le Pacs et le mariage en France</i></p> <p><i>Produit culturel: Les bâtiments et le logement</i></p>

Scope and Sequence (continued)

VOCABULARY TOPICS IN CONTEXT	STRUCTURES IN CONTEXT (V=VIDEO)	ADDITIONAL FEATURES
<p>Greetings and introductions: <i>Bonjour et au revoir</i></p> <p>Classroom directions: <i>Expressions pour la salle de classe</i></p> <p>Days, dates, and numbers: <i>Le calendrier</i></p>	N/A	<p>Prononciation: Final Consonants</p> <p>Learning Strategy Video: Interpretive Print</p> <p>Détail grammatical: <i>Quelle est la date?</i></p>
<p>Identities: <i>Qui suis-je?</i></p> <p>Activities and preferences: <i>Mes activités préférées</i></p> <p>Getting to know someone: <i>Questions et réponses</i></p>	<p>Expressing who I am: <i>Être (suis, es, est) et les adjectifs (V)</i></p> <p>Expressing Preferences: <i>J'aime, tu aimes, je n'aime pas, tu n'aimes pas (V)</i></p> <p>Asking and Answering Questions (Part 1 and Part 2): <i>Questions et réponses (V)</i></p>	<p>Prononciation: /r/ sound /e/ sound (é, ez, er, et)</p> <p>Learning Strategy Video: Interpretive Listening</p> <p>Détail grammatical: <i>Les noms masculins/féminins</i> <i>Le verbe être</i> <i>Les questions avec est-ce que</i> <i>L'ordre des mots dans les questions</i> <i>Est-ce que</i></p>
<p>School supplies: <i>Les fournitures scolaires</i></p> <p>Subjects: <i>Les matières</i></p> <p>School activities: <i>Qu'est-ce qu'on fait à l'école?</i></p>	<p>Identifying People or Things: <i>Les articles indéfinis, définis et la possession avec de (V)</i></p> <p>Telling Time: <i>L'heure (V)</i></p> <p>Expressing Daily School Activities: <i>Les verbes en -er (V)</i></p>	<p>Prononciation: Word Stress in French Hard and Soft G Sounds</p> <p>Learning Strategy Video: Recognizing Cognates</p> <p>Détail linguistique: <i>Les abréviations</i></p> <p>Détail grammatical: <i>La possession avec de</i> <i>Les articles définis</i> <i>L'infinifitif</i> <i>Les pronoms sujets et les verbes en -er</i></p>
<p>Family members: <i>C'est ma famille</i></p> <p>Descriptions of family: <i>Comment sont les membres de ma famille?</i></p> <p>Where I live: <i>Chez moi</i></p>	<p>Indicating Family Relationships: <i>Les adjectifs possessifs et avoir (V)</i></p> <p>Describing Family Members: <i>Les adjectifs (V)</i></p> <p>Asking Informational Questions: <i>Les questions (V)</i></p>	<p>Prononciation: Liaison</p> <p>Learning Strategy Video: Interpersonal Speaking</p> <p>Détail linguistique: <i>Les surnoms en famille</i></p> <p>Détail grammatical: <i>Le verbe avoir</i> <i>C'est vs. Il/Elle est</i> <i>Le mot combien</i></p>

Scope and Sequence *(continued)*

UNITS	ESSENTIAL QUESTIONS	UNIT GOALS	INTERCULTURAL FOCUS
<p>Unité 4 Bon appétit</p> <p>AP® Themes Global Challenges</p> <p>IB Themes Experiences</p>	<p>What is the role of food in everyday life?</p> <p>How does cuisine help define cultures?</p> <p>What are the habits and traditions affiliated with meals in the Francophone world?</p>	<p>Share preferences, opinions, and habits about food choices and food purchases.</p> <p>Interpret photographs, videos, advertisements, infographics, blogs, and menus to understand food choices and culinary customs.</p> <p>Create a menu based on food preferences and food traditions of a Francophone country.</p> <p>Recognize how Francophone cultures demonstrate responsible attitudes and practices toward food-related issues.</p>	<p>Le Rwanda</p> <p>Zoom culture: <i>Pratique culturelle: Le marché en Afrique</i></p> <p><i>Pratique culturelle: L'heure des repas</i></p> <p><i>Pratique culturelle: Le gaspillage alimentaire</i></p>
<p>Unité 5 Le temps libre</p> <p>AP® Themes Contemporary Life</p> <p>IB Themes Experiences</p>	<p>What are common leisure activities in my community and in the Francophone world?</p> <p>How do leisure activities, sports, and music help define cultures?</p> <p>What is the impact of leisure activities on everyday life?</p>	<p>Exchange information about leisure activities.</p> <p>Identify information from print and audiovisual materials relating to leisure activities.</p> <p>Make simple social plans and invite someone to an event.</p> <p>Identify how and why people use their leisure time in Francophone cultures and in your community.</p>	<p>Le Togo</p> <p>Zoom culture: <i>Pratique culturelle: Le Tour de France</i></p> <p><i>Pratique culturelle: La pétanque</i></p> <p><i>Pratique culturelle: Le festival Eke Epke à Glidji, au Togo</i></p> <p><i>Pratique culturelle: Le système métrique</i></p> <p><i>Pratique culturelle: La mode française</i></p>
<p>Unité 6 En ville</p> <p>AP® Themes Families and Communities</p> <p>IB Themes Social Organization</p>	<p>How do the culture, community, and the people around us affect how we live?</p> <p>How do my surroundings shape my identity?</p> <p>How does culture affect how people move between locations in a town?</p>	<p>Share information and preferences about places in your community and in the French-speaking world.</p> <p>Interpret blogs, lists, proverbs, and promotional materials about shopping choices and activities.</p> <p>Describe the relative location of stores in a community using maps.</p> <p>Identify some of the unique features that have shaped and defined the culture of a community.</p>	<p>La France</p> <p>Zoom Culture: <i>Pratique culturelle: Faire les courses en France</i></p> <p><i>Pratique culturelle: Les soldes</i></p> <p><i>Pratique culturelle: Le transport en commun</i></p> <p><i>Pratique culturelle: L'Office de Tourisme</i></p>

Scope and Sequence *(continued)*

VOCABULARY TOPICS IN CONTEXT	STRUCTURES IN CONTEXT (V=VIDEO)	ADDITIONAL FEATURES
<p>Foods bought in a market: <i>Au supermarché</i></p> <p>Ordering foods and beverages: <i>Au café</i></p> <p>Responsible choices relating to food: <i>Les aliments et notre monde</i></p>	<p>Expressing Quantity of Foods: <i>Le partitif (V)</i></p> <p>Expressing What You Eat and Drink: <i>Les verbes aller, prendre et boire (V)</i></p> <p>Negating: <i>La forme négative (V)</i></p>	<p>Pronunciation: <i>/o/ Sound</i></p> <p>Learning Strategy Video: Elaborating and Connecting Ideas</p> <p>Détail linguistique: <i>Suivez les instructions</i> <i>La politesse</i> <i>L'entrée</i> <i>Avoir ou prendre</i></p> <p>Détail grammatical: <i>Les expressions avec avoir</i> <i>Au négatif</i></p>
<p>Leisure activities: <i>Le sport et la musique</i></p> <p>Weekend activities: <i>Les activités du week-end</i></p> <p>Clothes and the weather: <i>Des vêtements pour chaque saison</i></p>	<p>Expressing Where to Go for Leisure Activities: <i>Aller</i></p> <p>Expressing Upcoming Plans: <i>Le futur proche (V)</i></p> <p>Requesting Information: <i>Quel/quelle/quels/quelles (V)</i></p> <p>Requesting Information: <i>Les questions formelles et informelles (V)</i></p>	<p>Pronunciation: <i>/è/ Sound</i></p> <p>Learning Strategy Video: Expanding Vocabulary</p> <p>Détail linguistique: <i>Les pays et les prépositions</i> <i>Les abréviations en ligne</i></p> <p>Détail grammatical: <i>Le verbe faire</i> <i>Le verbe aller</i> <i>La négation au futur proche</i></p>
<p>Places to buy food: <i>Faire les courses</i></p> <p>Places to buy other items: <i>Faire du shopping</i></p> <p>Where I went and what I did: <i>L'emplacement</i></p>	<p>Expressing What I Can and Must Do: <i>Je peux, je veux et je dois</i></p> <p>Describing What People Buy and Where: <i>Acheter (V)</i></p> <p>Expressing Activities in Town: <i>Les verbes en -re (V)</i></p>	<p>Pronunciation: <i>/e/ Without Accent</i></p> <p>Learning Strategy Video: Understanding and Being Understood</p> <p>Détail linguistique: <i>Le pronom on</i> <i>Les prix</i> <i>Un grand magasin</i></p> <p>Détail grammatical: <i>Le mot pour</i> <i>Le verbe vendre</i> <i>Les prépositions avec de</i> <i>Les verbes en -re</i></p>



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Spanish 1

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
245	9781942400899	EntreCulturas - Spanish 1, Digital (FlexText + Explorer) (ISBN:9781942400899)	6	\$125.84	\$30,830.80
30	9781942400899	EntreCulturas - Spanish 1, Digital (FlexText + Explorer) (ISBN:9781942400899)	6	\$0.00	\$0.00
4	9781944876487	EntreCulturas - Spanish 1, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781944876487)	6	\$0.00	\$0.00
Spanish 1 TOTAL:					\$30,830.80

Spanish 2

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
250	9781942400912	EntreCulturas - Spanish 2, Digital (FlexText + Explorer) (ISBN:9781942400912)	6	\$125.84	\$31,460.00
4	9781944876494	EntreCulturas - Spanish 2, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781944876494)	6	\$0.00	\$0.00
Spanish 2 TOTAL:					\$31,460.00

Spanish 3

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
75	9781942400936	EntreCulturas - Spanish 3, Digital (FlexText + Explorer) (ISBN:9781942400936)	6	\$125.84	\$9,438.00
4	9781944876500	EntreCulturas - Spanish 3, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781944876500)	6	\$0.00	\$0.00
Spanish 3 TOTAL:					\$9,438.00

Spanish 4

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
50	9781641590303	EntreCulturas - Spanish 4, Digital (FlexText + Explorer) (ISBN:9781641590303)	6	\$125.84	\$6,292.00
4	9781641590334	EntreCulturas - Spanish 4, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781641590334)	6	\$0.00	\$0.00
Spanish 4 TOTAL:					\$6,292.00

French 1

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
110	9781944876845	EntreCultures - French 1, Digital (FlexText + Explorer) (ISBN:9781944876845)	6	\$125.84	\$13,842.40
1	9781944876999	EntreCultures - French 1, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781944876999)	6	\$0.00	\$0.00
French 1 TOTAL:					\$13,842.40

French 2

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
50	9781944876920	EntreCultures - French 2, Digital (FlexText + Explorer) (ISBN:9781944876920)	6	\$125.84	\$6,292.00

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
1	9781641590105	EntreCultures - French 2, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781641590105)	6	\$0.00	\$0.00
French 2 TOTAL:					\$6,292.00

French 3

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH (Years)	UNIT PRICE	EXTENDED PRICE
25	9781641590037	EntreCultures - French 3, Digital (FlexText + Explorer) (ISBN:9781641590037)	6	\$125.84	\$3,146.00
1	9781641590112	EntreCultures - French 3, Teacher Print and Digital Package (SC TE + Teacher FlexText + Student FlexText + Explorer) (ISBN:9781641590112)	6	\$0.00	\$0.00
French 3 TOTAL:					\$3,146.00

TOTAL: \$101,301.20

Notes

Teacher materials gratis with the purchase of a class set.

30 - ECS1 student digital accounts gratis

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: May 26, 2021

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 Member Reports or Announcements
- B. Upcoming Board Meetings
 - a. Board Work Session: June 9, 2021
 - b. Board Business Meeting: June 23, 2021

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: May 26, 2021

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

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

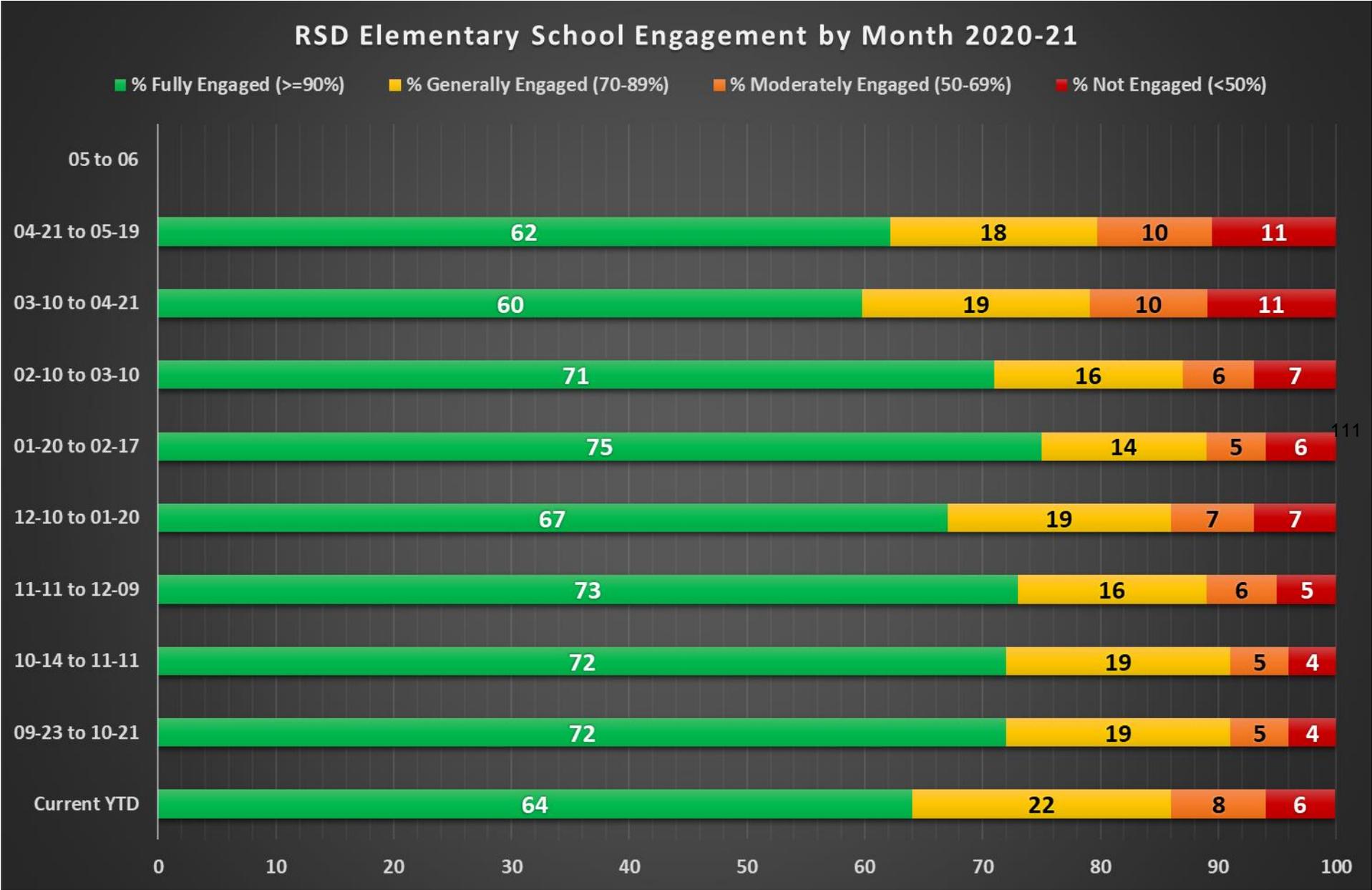
School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

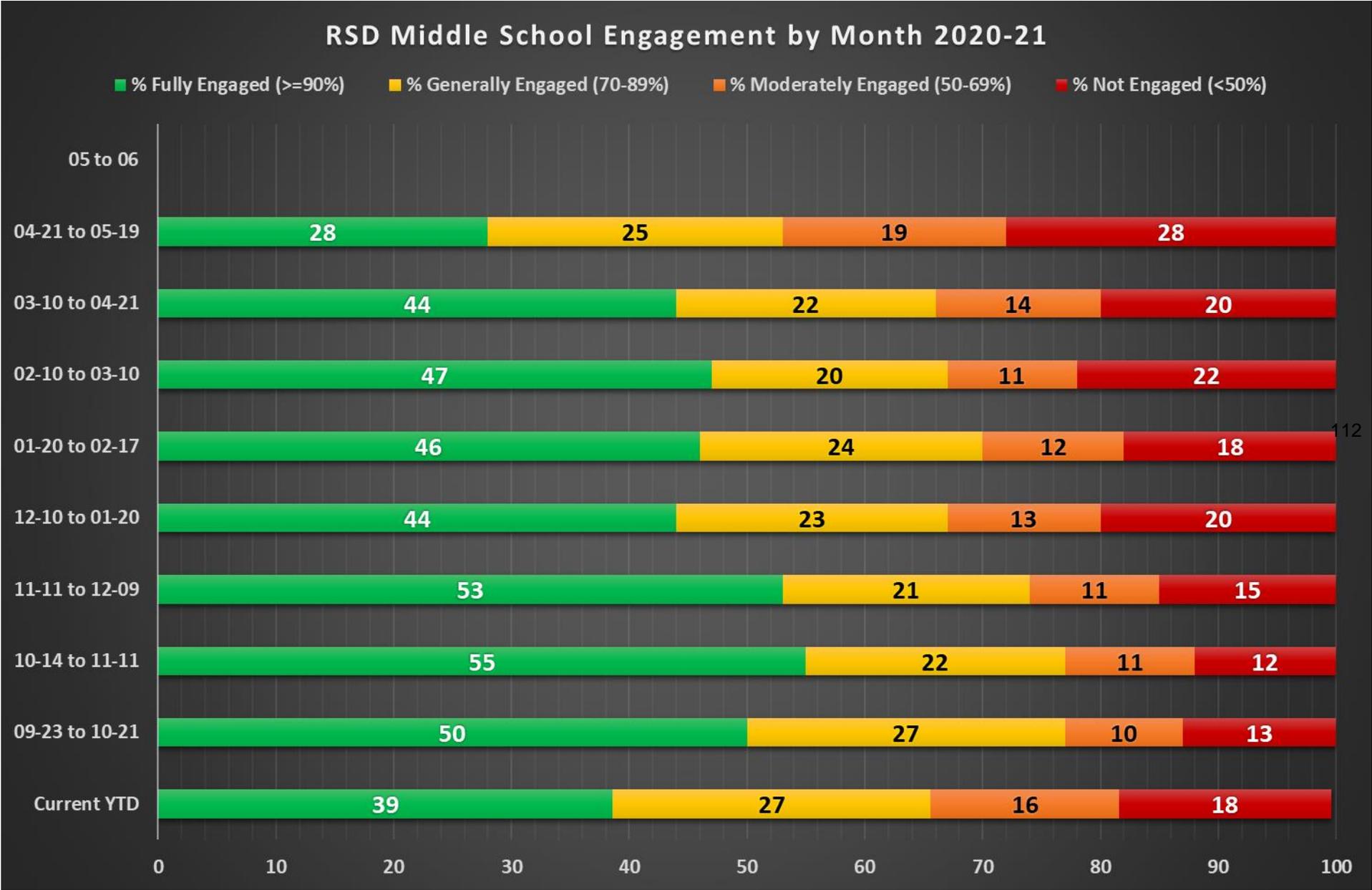
Superintendent Diaz will provide announcements and reports to the board:

- A. Announcements / Reports - Dr. Danna Diaz
- B. Student Achievement - Dr. Alma Charles
- C. Equity - Dr. Angela Freeman
- D. Communications - Stephanie Field
- E. Fiscal Responsibility - Regina Sampson
 - a. Financial Report
 - b. Enrollment Report

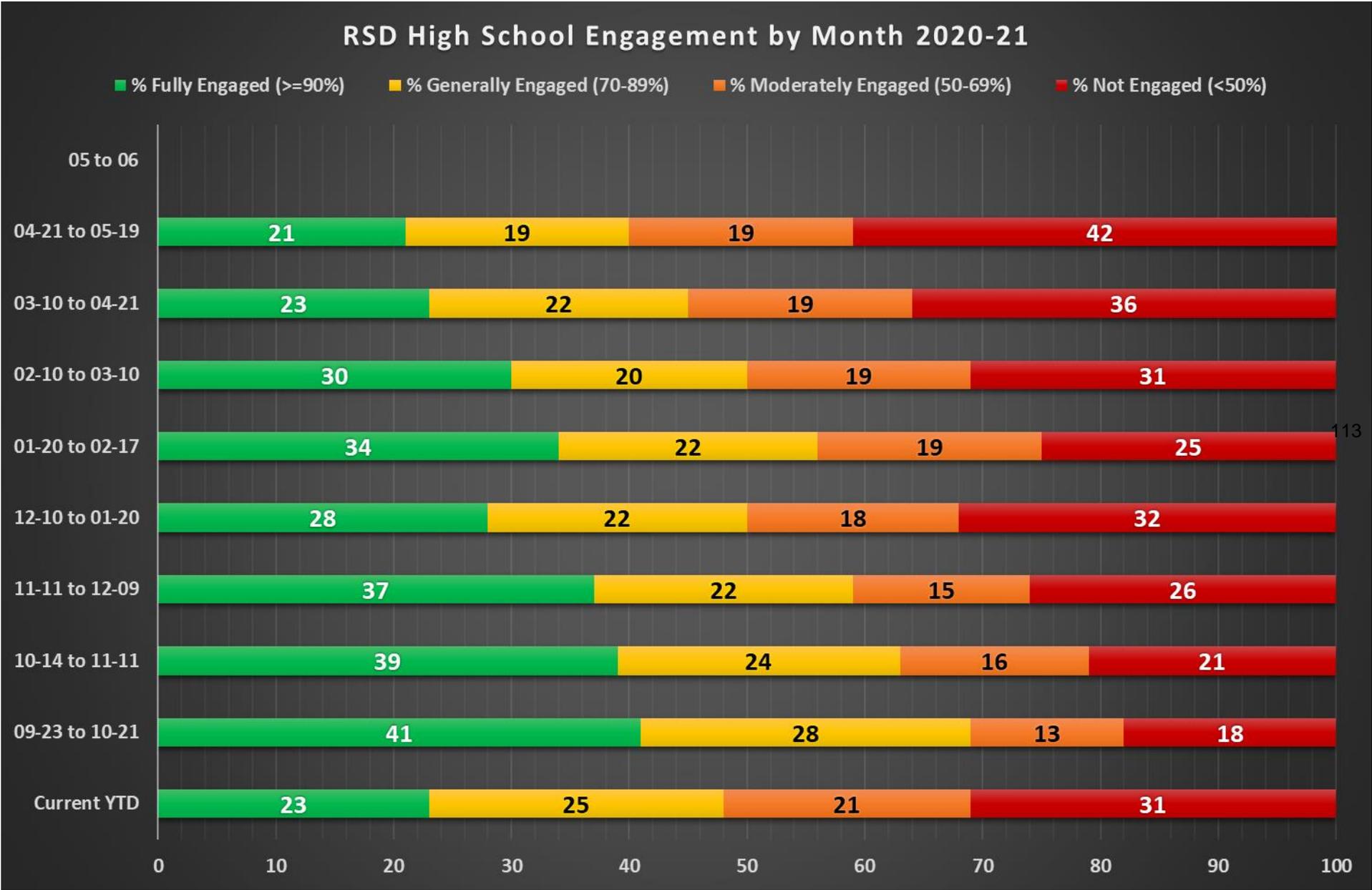
RSD Student Engagement 2020-21



RSD Student Engagement 2020-21



RSD Student Engagement 2020-21



Comprehensive Distance Learning Update

May 26, 2021

Curriculum, Instruction & Assessment

- STAR spring assessment window is open until June 4. Early Literacy is tested in grades K-1. Reading and Math are tested in grades 2-8.
- STAR assessments will be used for pre- and post- assessments during summer school to measure program effectiveness.
- Supplemental software programs Lexia (K-8 reading) and Dreambox (K-8 math) will be available to students all summer long on their devices. Students will be able to continue their current learning trajectory this summer.

Special Education

- The Special Education Department is working with Urban Collaborative on developing a 3- to 5-year department improvement plan that aligns to the District's Strategic Plan.
- The Special Education Department is working with the Summer Program Director in coordinating special education supports during the summer.

Multilingual Education

- No updates

Instructional Technology

- **Seesaw Analytics** – 3,508 students have logged into Seesaw in the past 28 days.
- Schoology Analytics:

Apr 21, 2021 to May 20, 2021

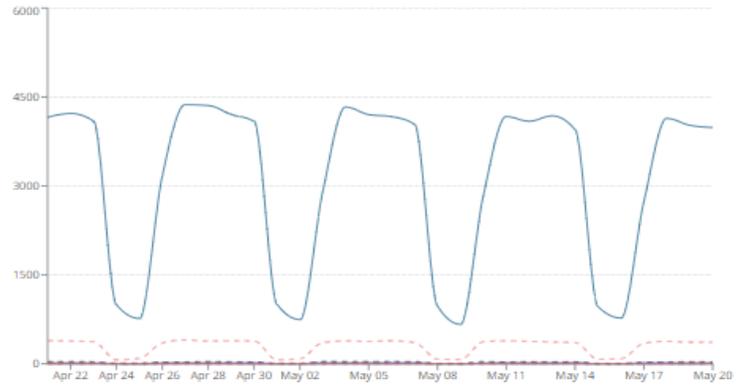
ACTIVE USERS BY ROLE

Tracks when a unique user has at least one active session within a specified date range

Active Users

Sessions

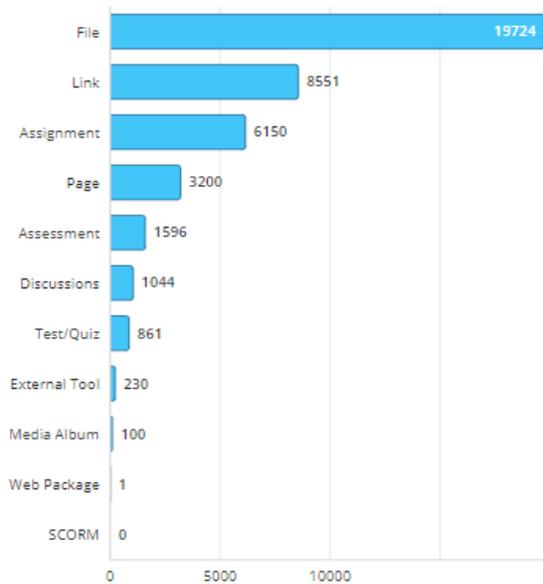
ROLE TYPE	DATE RANGE TOTAL
Classified/Classroom Assistant/Student Support	33
Conference Guest	0
Conference Presenter	0
District Admin and Principal	23
District-Wide Access	0
Parent	12
Student	6,142
System Admin	4
Teacher	605
Teacher Leader	49
Technology TOSA	0
Total Active Users	6,868



COURSE MATERIALS CREATED

41457

Total course materials created



COURSE MATERIALS BREAKDOWN

MATERIAL TYPE	SUBMISSIONS ↑	VIEWS
Assignment	41507	307432
Assessment	29586	190557
Test/Quiz	15309	149743
Discussions	10516	39170
File	—	92761
Link	—	113865
External Tool	—	16757
Page	—	57884
Media Album	—	5573
SCORM	—	—
Web Package	—	1
Totals	96918	973743



Fiscal Year 2020-21
April 2021 Board Report - Estimated Annual

GENERAL FUND

	Working Budget	4/30/2021 MTD	Fiscal Year Projected*	Budget Versus FY Projected
RESOURCES				(Under) / Over
Beginning Balance	14,522,218	-	18,958,789	4,436,571
Local Sources	29,887,141	148,455	29,095,842	(791,299)
Intermediate Sources	1,001,800	6,858	598,022	(403,778)
State Sources	104,883,164	7,756,209	100,872,226	(4,010,938)
Federal Sources	65,000	3,244	69,747	4,747
Other Financing Sources	-	-	1,232,761	1,232,761
Total Resources	150,359,323	7,914,766	150,827,387	(764,697)
REQUIREMENTS				Under / (Over)
Instruction	83,220,180	6,614,726	80,808,698	2,411,482
Support Services	56,216,054	3,929,590	54,587,074	1,628,980
Community Services	462,610	12,850	462,610	-
Other Uses	3,869,368	-	3,869,368	-
Contingency	1,620,145	-	-	1,620,145
Unappropriated End Balance	4,970,966	-	-	4,970,966
Total Expenditures	150,359,323	10,557,165	139,727,750	10,631,573
PERIOD NET ACTIVITY		<u>(2,642,400)</u>		
PROJECTED ENDING FUND BALANCE			<u>11,099,637</u>	
(Total Resources minus Requirements)				-
PROJ ACTUAL SPEND DOWN/ (ADD BACK) IN CASH RESERVE			7,859,152	

- Notes :**
- 1) Beginning Balance is a pre-audit estimate.
 - 2) Revenues estimate is based on ODE projection as of 12/16/2020
 Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, and
 Total ADMw (including Charters): 14,246.13
 - 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 04/01/2021 through 04/30/2021

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>	
INCOME							
Revenues							
Beginning Fund Balance (+)	\$14,522,218.00	\$0.00	\$18,958,789.26	(\$4,436,571.26)	\$0.00	(\$4,436,571.26)	-30.6%
Local Sources (+)	\$29,887,141.00	\$148,454.97	\$28,542,115.09	\$1,345,025.91	\$0.00	\$1,345,025.91	4.5%
Intermediate (+)	\$1,001,800.00	\$6,858.07	\$546,858.07	\$454,941.93	\$0.00	\$454,941.93	45.4%
State (+)	\$104,883,164.00	\$7,756,209.00	\$92,523,685.74	\$12,359,478.26	\$0.00	\$12,359,478.26	11.8%
Federal (+)	\$65,000.00	\$3,243.67	\$63,422.56	\$1,577.44	\$0.00	\$1,577.44	2.4%
Other Financing Sources (+)	\$0.00	\$0.00	\$1,232,760.67	(\$1,232,760.67)	\$0.00	(\$1,232,760.67)	0.0%
Sub-total : Revenues	\$150,359,323.00	\$7,914,765.71	\$141,867,631.39	\$8,491,691.61	\$0.00	\$8,491,691.61	5.6%
Total : INCOME	\$150,359,323.00	\$7,914,765.71	\$141,867,631.39	\$8,491,691.61	\$0.00	\$8,491,691.61	5.6%
EXPENSES							
Expenditures							
Instruction (-)	\$83,220,180.00	\$6,614,725.75	\$54,502,543.54	\$28,717,636.46	\$22,894,563.94	\$5,823,072.52	7.0%
Support Services (-)	\$56,216,054.00	\$3,929,589.98	\$34,663,905.13	\$21,552,148.87	\$10,574,046.99	\$10,978,101.88	19.5%
Enterprise & Community (-)	\$462,610.00	\$12,849.50	\$398,042.15	\$64,567.85	\$50,844.92	\$13,722.93	3.0%
Other Uses Transfers (-)	\$3,869,368.00	\$0.00	\$3,675,913.00	\$193,455.00	\$0.00	\$193,455.00	5.0%
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	(\$150,359,323.00)	(\$10,557,165.23)	(\$93,240,403.82)	(\$57,118,919.18)	(\$33,519,455.85)	(\$23,599,463.33)	15.7%
Total : EXPENSES	(\$150,359,323.00)	(\$10,557,165.23)	(\$93,240,403.82)	(\$57,118,919.18)	(\$33,519,455.85)	(\$23,599,463.33)	15.7%
NET ADDITION/(DEFICIT)	\$0.00	(\$2,642,399.52)	\$48,627,227.57	(\$48,627,227.57)	(\$33,519,455.85)	(\$15,107,771.72)	0.0%

End of Report

Multnomah County School District #7

FINANCIAL STATEMENT - General Fund by Object For the Period 04/01/2021 through 04/30/2021

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>	
INCOME							
Revenues							
Beginning Fund Balance (+)	\$14,522,218.00	\$0.00	\$18,958,789.26	(\$4,436,571.26)	\$0.00	(\$4,436,571.26)	-30.6%
Local Sources (+)	\$29,887,141.00	\$148,454.97	\$28,542,115.09	\$1,345,025.91	\$0.00	\$1,345,025.91	4.5%
Intermediate (+)	\$1,001,800.00	\$6,858.07	\$546,858.07	\$454,941.93	\$0.00	\$454,941.93	45.4%
State (+)	\$104,883,164.00	\$7,756,209.00	\$92,523,685.74	\$12,359,478.26	\$0.00	\$12,359,478.26	11.8%
Federal (+)	\$65,000.00	\$3,243.67	\$63,422.56	\$1,577.44	\$0.00	\$1,577.44	2.4%
Other Financing Sources (+)	\$0.00	\$0.00	\$1,232,760.67	(\$1,232,760.67)	\$0.00	(\$1,232,760.67)	0.0%
Sub-total : Revenues	\$150,359,323.00	\$7,914,765.71	\$141,867,631.39	\$8,491,691.61	\$0.00	\$8,491,691.61	5.6%
Total : INCOME	\$150,359,323.00	\$7,914,765.71	\$141,867,631.39	\$8,491,691.61	\$0.00	\$8,491,691.61	5.6%
EXPENSES							
Expenditures							
Salaries (-)	\$65,354,682.57	\$5,143,757.60	\$42,396,068.41	\$22,958,614.16	\$17,491,137.78	\$5,467,476.38	8.4%
Benefits (-)	\$39,594,717.34	\$2,955,366.29	\$25,196,472.07	\$14,398,245.27	\$10,153,015.94	\$4,245,229.33	10.7%
Purchased Services (-)	\$25,237,874.19	\$1,945,471.65	\$15,841,464.90	\$9,396,409.29	\$4,611,313.25	\$4,785,096.04	19.0%
Supplies and Materials (-)	\$5,839,138.21	\$349,458.94	\$2,840,961.30	\$2,998,176.91	\$1,088,408.47	\$1,909,768.44	32.7%
Capital Outlay (-)	\$2,520,177.00	\$142,918.36	\$2,014,247.39	\$505,929.61	\$149,419.63	\$356,509.98	14.1%
Other Objects (-)	\$1,685,709.69	\$20,192.39	\$1,475,276.75	\$210,432.94	\$26,160.78	\$184,272.16	10.9%
Transfers (-)	\$3,535,913.00	\$0.00	\$3,475,913.00	\$60,000.00	\$0.00	\$60,000.00	1.7%
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	(\$150,359,323.00)	(\$10,557,165.23)	(\$93,240,403.82)	(\$57,118,919.18)	(\$33,519,455.85)	(\$23,599,463.33)	15.7%
Total : EXPENSES	(\$150,359,323.00)	(\$10,557,165.23)	(\$93,240,403.82)	(\$57,118,919.18)	(\$33,519,455.85)	(\$23,599,463.33)	15.7%
NET ADDITION/(DEFICIT)	\$0.00	(\$2,642,399.52)	\$48,627,227.57	(\$48,627,227.57)	(\$33,519,455.85)	(\$15,107,771.72)	0.0%

End of Report

Operating Statement with Encumbrance



Fiscal Year 2020-21
April 2021 Board Report - Estimated Annual
April 2020 and 2021 Respectively

GENERAL FUND								
FY 2019-20				FY 2020-21				
Revised Budget	4/30/2020 MTD	Fiscal Year Projected	Monthly %	Working Budget	4/30/2021 MTD	Fiscal Year Projected	Monthly %	
RESOURCES								
Beginning Balance	15,090,000	-	17,832,461	0.0%	14,522,218	-	18,958,789	0.0%
Local Sources	28,436,712	277,615	28,503,108	1.0%	29,887,141	148,455	29,095,842	0.5%
Intermediate Sources	1,896,800	-	1,350,685	0.0%	1,001,800	6,858	598,022	0.7%
State Sources	101,604,369	8,839,947	100,792,538	8.7%	104,883,164	7,756,209	100,872,226	7.4%
Federal Sources	65,000	-	47,855	0.0%	65,000	3,244	69,747	5.0%
Other Financing Source	-	-	-		-	-	1,232,761	0.0%
Total Resources	147,092,881	9,117,562	148,526,647	6.2%	150,359,323	7,914,766	150,827,387	5.3%
REQUIREMENTS								
Instruction	83,425,777	6,475,228	81,038,128	7.8%	83,220,180	6,614,726	80,808,698	7.9%
Support Services	55,212,249	4,030,910	53,632,072	7.3%	56,216,054	3,929,590	54,587,074	7.0%
Community Services	163,029	12,204	163,029	7.5%	462,610	12,850	462,610	2.8%
Other Uses	1,700,715	-	1,700,715	0.0%	3,869,368	-	3,869,368	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%
Total Expenditures	147,092,881	10,518,342	136,533,944	7.2%	150,359,323	10,557,165	139,727,750	7.0%
PERIOD NET ACTIVITY		<u><u>(1,400,780)</u></u>				<u><u>(2,642,400)</u></u>		
PROJECTED ENDING FUND BALANCE			<u><u>11,992,703</u></u>				<u><u>11,099,637</u></u>	
AVAILABLE PROJECTED ENDING FUND BALANCE			<u><u>11,992,703</u></u>				<u><u>11,099,637</u></u>	
PROJ. ACTUAL SPEND DOWN/(ADD BACK) IN CASH RESERVE			5,839,758				7,859,152	

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 April 2020 and 2021 Respectively

GENERAL FUND				
	2019-20 EST YTD July - April	2020-21 EST YTD July - April	Compare to Prior Year July - April	Change %
REVENUES			<u>+/(-)</u>	<u>+/(-)</u>
Local Sources	27,958,084	28,542,115	584,031	2.1%
Intermediate Sources	193,953	546,858	352,905	0.0%
State Sources	91,206,897	92,523,686	1,316,789	1.4%
Federal Sources	41,533	63,423	21,890	52.7%
Debt Financing Source	-	1,232,761	1,232,761	0.0%
Total Revenues	<u>119,400,467</u>	<u>122,908,842</u>	<u>3,508,376</u>	2.9%
EXPENDITURES			<u>+/(-)</u>	<u>+/(-)</u>
Salaries	43,743,785	42,396,068	(1,347,716)	-3.1%
Benefits/Employer Costs	25,262,145	25,196,472	(65,673)	-0.3%
Purchased Services	18,622,873	15,841,465	(2,781,408)	-14.9%
Supplies and Materials	3,004,280	2,840,961	(163,319)	-5.4%
Capital Outlay	595,525	2,014,247	1,418,722	0.0%
Other Objects (Debts, Dues & Fees)	1,337,065	1,475,277	138,212	10.3%
Transfers	1,355,000	3,475,913	2,120,913	0.0%
Total Expenditures	<u>93,920,673</u>	<u>93,240,404</u>	<u>(680,270)</u>	-0.7%
PERIOD NET ACTIVITY	<u>25,479,793</u>	<u>29,668,438</u>	<u>4,188,645</u>	16.4%



REYNOLDS SCHOOL DISTRICT
Fiscal Year 2020-21
GENERAL FUND

Monthly Projections - As of April 30, 2021

	Budget 2020-21	TOTAL Projected FY 2020-21	Projected FY 2020-21 Difference	* Actuals			TOTAL Projected FY 2020-21
				July 2020 - April 2021	May 2021	June 2021	
REVENUES			(Under) / Over				
Local (Taxes, Misc)	29,887,141	29,095,842	(791,299)	28,542,115	148,454	405,273	29,095,842
Intermediate	1,001,800	598,022	(403,778)	546,858	1,164	50,000	598,022
State	104,883,164	100,872,226	(4,010,938)	92,523,686	7,756,209	592,331	100,872,226
Federal	65,000	69,747	4,747	63,423	3,162	3,162	69,747
Other Financing Sources	-	1,232,761	1,232,761	1,232,761			1,232,761
Total Revenues	135,837,105	131,868,598	(3,968,507)	122,908,842	7,908,989	1,050,766	131,868,597

			Under / (Over)				
EXPENDITURES			Under / (Over)				
Salaries	65,314,600	65,159,188	155,412	42,396,068	5,761,202	17,001,918	65,159,188
Associated Payroll Costs	39,601,507	38,566,289	1,035,218	25,196,472	3,795,229	9,574,588	38,566,289
Purchased Services	25,378,336	23,877,248	1,501,088	15,841,465	2,856,553	5,179,230	23,877,248
Supplies and Materials	5,809,366	4,545,695	1,263,672	2,840,961	494,268	1,210,466	4,545,695
Capital Outlay	2,452,177	2,452,177	-	2,014,247	276,451	161,478	2,452,177
Other (Debts, Dues & Fees)	1,676,313	1,651,241	25,072	1,475,277	74,107	101,857	1,651,241
Transfers	3,535,913	3,475,913	60,000	3,475,913	-	-	3,475,913
Total Expenditures	143,768,212	139,727,750	4,040,462	93,240,404	13,257,809	33,229,537	139,727,750

			Under / (Over)
SURPLUS / (DEFICIT)	(7,931,107)	(7,859,152)	71,955

(Revenues minus Expenditures)

			(Under) / Over
Beg. Fund Balance	14,522,218	18,958,789	4,436,571

End Fund Balance	6,591,111	11,099,637	4,508,526
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(Sum of Surplus/Deficit and Beg. Fund Balance)

Assumptions: FY 2020-21	
Revenues:	ODE estimates as of 3/3/2021 - Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, total ADMw: 14,246.13 2020-21 Estimate (including Charters)
Expenditures:	Estimate is a preliminary amount until audit is complete.
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 2020-21

2015 Capital Bond Projects April 2021 Board Report - Estimated Annual

BOND CAPITAL PROJECTS FUND

	Working Budget	4/30/2021 MTD	Fiscal YTD	Fiscal Year Projected	Budget Versus FY Projected
RESOURCES					(Under) / Over
Beginning Balance	2,892,700	-	2,473,020	2,473,020	(419,680)
Bond Sale Proceeds	-	-	-	-	-
Local Sources <i>(Incl. Interest Earnings)</i>	2,500	-	-	-	(2,500)
Total Resources	2,895,200	-	2,473,020	2,473,020	(422,180)
REQUIREMENTS					Under / (Over)
Salaries	-	-	-	-	-
Employer Costs/Benefits	-	-	-	-	-
Purchased Services	442,200	4,050	67,110	442,200	-
Supplies and Materials	52,500	-	-	52,500	-
Capital Outlay	2,400,500	279,694	1,345,255	1,948,470	452,030
Other Objects	-	400	29,850	29,850	(29,850)
Contingencies	-	-	-	-	-
Total Expenditures	2,895,200	284,144	1,442,216	2,473,020	422,180
PERIOD NET ACTIVITY		(284,144)	1,030,805		
PROJECTED ENDING FUND BALANCE-ROLL TO 2020-21				-	
(Total Resources minus Requirements)				-	

Notes : 1) *Beginning Balance is Audited number.*
 2) *The projections are estimates which can and may vary up to 10%.*

Multnomah County School District #7

2015 Bond Capital Fund Report by Function For the Period 04/01/2021 through 04/30/2021

Fiscal Year: 2020-2021

	<u>04/01/2021 - 04/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
INCOME					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$2,473,020.40	\$2,892,700.00	\$419,679.60	85.5%
Local Sources (+)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : Revenues	\$0.00	\$2,473,020.40	\$2,895,200.00	\$422,179.60	85.4%
Total : INCOME	\$0.00	\$2,473,020.40	\$2,895,200.00	\$422,179.60	85.4%
EXPENSES					
Expenditures					
Facilities Acquisition & Conststruction (-)	\$284,143.84	\$1,442,215.69	\$2,895,200.00	\$1,452,984.31	49.8%
Sub-total : Expenditures	(\$284,143.84)	(\$1,442,215.69)	(\$2,895,200.00)	(\$1,452,984.31)	49.8%
Total : EXPENSES	(\$284,143.84)	(\$1,442,215.69)	(\$2,895,200.00)	(\$1,452,984.31)	49.8%
NET ADDITION/(DEFICIT)	(\$284,143.84)	\$1,030,804.71	\$0.00	(\$1,030,804.71)	0.0%

End of Report

Multnomah County School District #7

2015 Bond Capital Fund Report by Object For the Period 04/01/2021 through 04/30/2021

Fiscal Year: 2020-2021

	<u>04/01/2021 - 04/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
INCOME					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$2,473,020.40	\$2,892,700.00	\$419,679.60	85.5%
Local Sources (+)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : Revenues	\$0.00	\$2,473,020.40	\$2,895,200.00	\$422,179.60	85.4%
Total : INCOME	\$0.00	\$2,473,020.40	\$2,895,200.00	\$422,179.60	85.4%
EXPENSES					
Expenditures					
Purchased Services (-)	\$4,050.00	\$67,110.22	\$442,200.00	\$375,089.78	15.2%
Supplies and Materials (-)	\$0.00	\$0.00	\$52,500.00	\$52,500.00	0.0%
Capital Outlay (-)	\$279,693.84	\$1,345,255.47	\$2,400,500.00	\$1,055,244.53	56.0%
Other Objects (-)	\$400.00	\$29,850.00	\$0.00	(\$29,850.00)	0.0%
Sub-total : Expenditures	(\$284,143.84)	(\$1,442,215.69)	(\$2,895,200.00)	(\$1,452,984.31)	49.8%
Total : EXPENSES	(\$284,143.84)	(\$1,442,215.69)	(\$2,895,200.00)	(\$1,452,984.31)	49.8%
NET ADDITION/(DEFICIT)	(\$284,143.84)	\$1,030,804.71	\$0.00	(\$1,030,804.71)	0.0%

End of Report

2020-2021 Enrollment by Grade Data Excluding Charters

Grade	6-Oct-2020	29-Oct-2020	12-Nov-2020	3-Dec-2020	15-Dec-2020	7-Jan-2021	26-Jan-2021	4-Feb-2021	23-Feb-2021	4-Mar-2021	30-Mar-2021	27-Apr-2021
Kndgtn	568	597	601	605	605	606	608	609	611	611	616	621
1st	697	716	714	713	711	710	713	715	714	714	714	711
2nd	681	701	699	701	700	701	700	699	700	704	701	697
3rd	699	707	706	705	705	707	708	708	710	708	707	708
4th	708	722	723	724	723	726	723	723	723	723	719	722
5th	768	791	792	793	793	796	800	798	795	794	788	786
6th	804	780	780	780	782	778	778	774	770	770	765	767
7th	849	821	816	816	815	814	815	812	815	815	814	817
8th	729	715	718	721	721	722	721	719	718	719	716	722
9th	758	834	826	813	813	817	813	816	815	814	815	812
10th	701	741	735	735	729	727	727	729	727	727	728	730
11th	608	677	675	660	660	655	653	655	656	656	654	656
12th	730	809	812	794	796	790	788	792	794	795	794	787
SPED SC	65	77	77	80	80	81	81	82	84	83	82	83
Total	9,365	9,688	9,674	9,640	9,633	9,630	9,628	9,631	9,632	9,633	9,613	9,619

Pd	Change	Rept Date vs March 2020
Chg	10/6 to Current	3/2020 Data
5	53	757
(3)	14	726
(4)	16	730
1	9	736
3	14	795
(2)	18	801
2	(37)	818
3	(32)	725
6	(7)	778
(3)	54	729
2	29	659
2	48	679
(7)	57	682
1	18	170
6	254	Total
		-166

2019-2020 Enrollment by Grade Data Excluding Charters

Grade	3-Oct-2019	24-Oct-2019	14-Nov-2019	5-Dec-2019	18-Dec-2019	8-Jan-2020	24-Jan-2020	13-Feb-2020	2-Mar-2020	19-Mar-2020	10-Apr-2020	29-Apr-2020
Kndgtn	760	752	751	756	756	757	755	759	757	757	757	757
1st	729	736	724	727	729	732	732	730	726	726	726	726
2nd	736	732	730	730	731	729	728	727	730	730	730	730
3rd	751	750	742	737	736	734	727	736	736	736	736	736
4th	795	797	795	803	806	802	795	799	795	795	795	795
5th	798	804	802	808	806	806	804	801	801	801	801	801
6th	839	831	840	836	832	829	826	823	818	818	818	818
7th	746	753	750	739	744	742	737	729	725	725	725	725
8th	783	793	794	786	779	783	778	783	778	778	778	778
9th	748	797	756	748	746	741	739	738	729	729	729	729
10th	651	701	666	672	669	659	660	656	659	659	659	659
11th	717	767	715	702	702	705	701	684	679	679	679	679
12th	718	751	717	714	713	709	706	701	682	682	682	682
SPED SC	169	166	166	171	163	164	167	169	170	170	170	170
Total	9,940	10,130	9,948	9,929	9,912	9,892	9,855	9,835	9,785	9,785	9,785	9,785

Pd	Change
Chg	10/3 to Current
-	(3)
-	(3)
-	(6)
-	(15)
-	-
-	3
-	(21)
-	(21)
-	(5)
-	(19)
-	8
-	(38)
-	(36)
-	1
-	(155)

Unit Change in Data 2020-2021 as Compared to 2019-2020 Excluding Charters

Grade	10/6/2020 vs 10/3/2020	10/29/2020 vs 10/24/2019	11/12/2020 vs 11/14/2019	12/3/2020 vs 12/5/2019	12/15/2020 vs 12/18/2019	1/7/2021 vs 1/8/2020	1/26/2021 vs 1/24/2020	2/4/2021 vs 2/13/2020	2/23/2021 vs 3/2/2020	3/4/2021 vs 3/19/2020	3/30/2021 vs 4/10/2020	4/27/2021 vs 4/29/2020
Kndgtn	(192)	(155)	(150)	(151)	(151)	(151)	(147)	(150)	(146)	(146)	(141)	(136)
1st	(32)	(20)	(10)	(14)	(18)	(22)	(19)	(15)	(12)	(12)	(12)	(15)
2nd	(55)	(31)	(31)	(29)	(31)	(28)	(28)	(30)	(26)	(26)	(29)	(33)
3rd	(52)	(43)	(36)	(32)	(31)	(27)	(19)	(28)	(26)	(28)	(29)	(28)
4th	(87)	(75)	(72)	(79)	(83)	(76)	(72)	(76)	(72)	(72)	(76)	(73)
5th	(30)	(13)	(10)	(15)	(13)	(10)	(4)	(3)	(6)	(7)	(13)	(15)
6th	(35)	(51)	(60)	(56)	(50)	(51)	(48)	(49)	(48)	(48)	(53)	(51)
7th	103	68	66	77	71	72	78	83	90	90	89	92
8th	(54)	(78)	(76)	(65)	(58)	(61)	(57)	(64)	(60)	(59)	(62)	(56)
9th	10	37	70	65	67	76	74	78	86	85	86	83
10th	50	40	69	63	60	68	67	73	68	68	69	71
11th	(109)	(90)	(40)	(42)	(42)	(50)	(48)	(29)	(23)	(23)	(25)	(23)
12th	12	58	95	80	83	81	82	91	112	113	112	105
SPED SC	(104)	(89)	(89)	(91)	(83)	(83)	(86)	(87)	(86)	(87)	(88)	(87)
Total	(575)	(442)	(274)	(289)	(279)	(262)	(227)	(204)	(153)	(152)	(172)	(166)

2020-2021 Enrollment by School Data Excluding Charters

School	6-Oct-2020	29-Oct-2020	12-Nov-2020	3-Dec-2020	15-Dec-2020	7-Jan-2021	26-Jan-2021	4-Feb-2021	23-Feb-2021	4-Mar-2021	30-Mar-2021	27-Apr-2021
Alder	429	431	431	434	434	434	438	437	436	436	434	435
Davis	397	421	423	421	420	420	421	424	424	423	423	427
Fairview	287	293	290	291	291	291	290	291	292	291	292	288
Glenfair	380	419	419	420	419	424	421	422	423	422	425	424
Hartley	405	412	411	411	411	412	410	411	412	415	415	415
M Scott	401	402	405	409	407	407	409	409	408	406	408	407
Salish Ponds	340	376	376	376	376	375	378	378	379	379	379	379
Sweetbriar	301	301	302	300	300	302	304	304	304	304	302	304
Troutdale	381	379	379	378	377	375	375	373	373	374	371	379
Wilkes	431	430	432	434	435	435	436	433	437	439	433	426
Woodland	378	376	373	376	376	377	376	376	373	377	372	371
Lee MS	805	797	794	796	795	794	798	793	791	790	783	789
RMS	1002	961	963	963	964	963	966	965	962	963	961	961
WMMS	592	579	578	577	578	577	570	573	573	573	573	577
RHS	2,573	2,765	2,749	2,707	2,706	2,700	2,693	2,701	2,694	2,692	2,682	2,680
RLA	153	217	219	216	228	225	225	226	233	235	243	241
Cornerstone/Tutoring/Outside Pic	110	129	130	131	116	119	118	118	118	118	117	110.6
Total	9,365	9,688	9,674	9,640	9,633	9,630	9,628	9,631	9,632	9,633	9,613	9,614

PD	Change	Rept Date vs March 2020	
Chg	10/3 to Current	3/1/2020	Change
1	6	440	-5.00
4	30	427	0.00
(4)	1	321	-33.00
(1)	44	452	-28.00
-	10	442	-27.00
(1)	6	399	8.00
-	39	419	-40.00
2	3	345	-41.00
8	(2)	432	-53.00
(7)	(5)	495	-69.00
(1)	(7)	445	-74.00
6	(16)	790	-1.00
-	(41)	951	10.00
4	(15)	596	-19.00
(2)	107	2,411	269.00
(2)	88	211	30.00
(6)	1	209	-98.40
1	249	9,785	-171.40

2019-2020 Enrollment by School Data Excluding Charters

School	3-Oct-2019	24-Oct-2019	14-Nov-2019	5-Dec-2019	18-Dec-2019	8-Jan-2020	24-Jan-2020	13-Feb-2020	2-Mar-2020	19-Mar-2020	10-Apr-2020	29-Apr-2020
Alder	434	434	433	439	436	444	442	442	440	440	440	440
Davis	413	420	420	428	428	431	426	428	427	427	427	427
Fairview	327	327	326	324	324	324	323	323	321	321	321	321
Glenfair	463	469	460	458	456	449	449	455	452	452	452	452
Hartley	442	434	433	436	438	438	435	443	442	442	442	442
M Scott	401	401	394	398	398	398	398	395	399	399	399	399
Salish Ponds	427	427	421	425	428	423	422	420	419	419	419	419
Sweetbriar	341	337	336	341	341	346	345	345	345	345	345	345
Troutdale	430	432	430	429	431	432	429	426	432	432	432	432
Wilkes	507	507	505	497	496	498	496	495	495	495	495	495
Woodland	456	455	453	456	456	445	445	445	445	445	445	445
Lee MS	816	810	807	800	796	802	797	793	790	790	790	790
RMS	986	983	993	984	975	969	969	967	951	951	951	951
WMMS	594	599	596	597	594	591	591	596	596	596	596	596
RHS	2,562	2,700	2,533	2,503	2,485	2,463	2,454	2,431	2411	2411	2411	2411
RLA	180	195	189	200	208	208	208	211	211	211	211	211
Cornerstone/Tutoring	161	200	219	210	230	225	226	215	209	209	209	209
Total	9,940	10,130	9,948	9,929	9,912	9,892	9,855	9,835	9,785	9,785	9,785	9,785

PD	Change
Chg	10/3 to Current
-	6
-	14
-	(6)
-	(11)
-	-
-	(2)
-	(8)
-	4
-	2
-	(12)
-	(11)
-	(26)
-	(35)
-	2
-	(151)
-	31
-	48
-	(155)

Unit Change in Data 2020-2021 as Compared to 2019-2020 Excluding Charters

School	10/6/2020 vs 10/3/2019	10/29/2020 vs 10/24/2019	11/12/2020 vs 11/14/2019	12/3/2020 vs 12/5/2019	12/15/2020 vs 12/18/2019	1/7/2021 vs 1/8/2020	1/26/2021 vs 1/24/2020	2/4/2021 vs 2/13/2020	2/23/2021 vs 3/2/2020	3/4/2021 vs 3/19/2020	3/30/2021 vs 4/10/2020	4/27/2021 vs 4/29/2020
Alder	(5.00)	(3.00)	(2.00)	(5.00)	(2.00)	(10.00)	(4.00)	(5.00)	(4.00)	(4.00)	(6.00)	(5.00)
Davis	(16.00)	1.00	3.00	(7.00)	(8.00)	(11.00)	(5.00)	(4.00)	(3.00)	(4.00)	(4.00)	0.00
Fairview	(40.00)	(34.00)	(36.00)	(33.00)	(33.00)	(33.00)	(33.00)	(32.00)	(29.00)	(30.00)	(29.00)	(33.00)
Glenfair	(83.00)	(50.00)	(41.00)	(38.00)	(37.00)	(25.00)	(28.00)	(33.00)	(29.00)	(30.00)	(27.00)	(28.00)
Hartley	(37.00)	(22.00)	(22.00)	(25.00)	(27.00)	(26.00)	(25.00)	(32.00)	(30.00)	(27.00)	(27.00)	(27.00)
M Scott	0.00	1.00	11.00	11.00	9.00	9.00	11.00	14.00	9.00	7.00	9.00	8.00
Salish Ponds	(87.00)	(51.00)	(45.00)	(49.00)	(52.00)	(48.00)	(44.00)	(42.00)	(40.00)	(40.00)	(40.00)	(40.00)
Sweetbriar	(40.00)	(36.00)	(34.00)	(41.00)	(41.00)	(44.00)	(41.00)	(41.00)	(41.00)	(41.00)	(43.00)	(41.00)
Troutdale	(49.00)	(53.00)	(51.00)	(51.00)	(54.00)	(57.00)	(54.00)	(53.00)	(59.00)	(58.00)	(61.00)	(53.00)
Wilkes	(76.00)	(77.00)	(73.00)	(63.00)	(61.00)	(63.00)	(60.00)	(63.00)	(58.00)	(56.00)	(62.00)	(69.00)
Woodland	(78.00)	(79.00)	(80.00)	(80.00)	(80.00)	(70.00)	(69.00)	(69.00)	(72.00)	(72.00)	(73.00)	(74.00)
Lee MS	(11.00)	(13.00)	(13.00)	(4.00)	(1.00)	(8.00)	1.00	0.00	1.00	0.00	(7.00)	(1.00)
RMS	16.00	(22.00)	(30.00)	(21.00)	(11.00)	(12.00)	(3.00)	(2.00)	11.00	12.00	10.00	10.00
WMMS	(2.00)	(20.00)	(18.00)	(20.00)	(16.00)	(14.00)	(21.00)	(26.00)	(23.00)	(23.00)	(23.00)	(19.00)
RHS	11.00	65.00	216.00	204.00	221.00	237.00	239.00	270.00	283.00	281.00	271.00	269.00
RLA	(27.00)	22.00	30.00	12.00	28.00	19.00	17.00	11.00	22.00	24.00	32.00	30.00
Cornerstone/Tutoring/Outside Pic	(51.00)	(71.00)	(89.00)	(79.00)	(114.00)	(106.00)	(108.00)	(97.00)	(91.00)	(91.00)	(92.00)	(98.40)
Total	(575)	(442)	(274)	(289)	(279)	(262)	(227)	(204)	(153)	(152)	(172)	(171)

ACTUAL ATTENDANCE COUNT REPORT 2020-2021

Elementary Enrollment By Classroom																COMPARISON TO		COMPARISON TO 2019-					
April 27, 2021																2020-21 Projected		@ March 2020					
																Projected	Diff	2019-2020	YOY Chg				
School	SPED SC	Kndgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE	Grade								
Alder		15		28		26		27		29		15				Alder							
<i>Bilingual Classrooms</i>		18		19		23		21		19		18											
		18		19		27		20		19		30											
												32											
Montessori Kinder		12																					
Total	0	63		66		76		68		67		95	435	-		438	-3	440	-37				
# of Classes		3		3		3		3		3		4											
Average Class Size		17.00		22.00		25.33		22.67		22.33		23.75											
Davis	SPED SC	22		22		24		24		25		23				Davis							
		21		22		26		24		24		23											
		21		23		26		26		26		25											
Total	0	64		67		76		74		75		71	427	-						429	-2	427	-21
# of Classes		3		3		3		3		3		3											
Average Class Size		21.33		22.33		25.33		24.67		25.00		23.67											
Fairview	SPED SC	14		15		16		22		21		16				Fairview							
		14		15		16		22		22		15											
		14		16		13				22		15											
Total	0	42		46		45		44		65		46	288	-						314	-26	321	-22
# of Classes		3		3		3		2		3		3											
Average Class Size		14.00		15.33		15.00		22.00		21.67		15.33											
Glenfair	SPED SC	22		20		29		25		19		22				Glenfair							
		21		19		29		24		20		23											
		22		19		27		25		19		20											
				19																			
Total	0	65		77		85		74		58		65	424	-		458	-34	452	-23				
# of Classes		3		4		3		3		3		3											
Average Class Size		21.67		19.25		28.33		24.67		19.33		21.67											

ACTUAL ATTENDANCE COUNT REPORT 2020-2021

Elementary Enrollment By Classroom April 27, 2021															COMPARISON TO 2020-21 Projected		COMPARISON TO 2019- @ March 2020		
School	SPED SC	Kndgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE	Grade	Projected	Diff	2019-2020	YOY Chg
				Grade															
Hartley	SPED SC	24		21		16		24		24		26				Hartley			
		23		20		16		25		23		29							
		23		20		15		21		23		27							
						15													
Total	0	70		61		62		70		70		82	415	-		424	-9	442	-9
# of Classes		3		3		4		3		3		3							
Average Class Size		23.33		20.33		15.50		23.33		23.33		27.33							
M Scott	SPED SC	21		22		29		23		24		25				M Scott			
		20		20		25		22		19		25							
		20		20				23		23		26							
				20															
Total	0	61		82		54		68		66		76	407	-		408	-1	399	-5
# of Classes		3		4		2		3		3		3							
Average Class Size		20.33		20.50		27.00		22.67		22.00		25.33							
Salish Ponds	SPED SC	18		17		20		22		21		22				Salish Ponds			
		18		17		22		20		20		23							
		17		17		20		22		23		22							
				18															
Total	0	53		69		62		64		64		67	379	-		429	-50	424	-15
# of Classes		3		4		3		3		3		3							
Average Class Size		17.67		17.25		20.67		21.33		21.33		22.33							
Sweetbriar	SPED SC	19		17		22		20		25		32				Sweetbriar			
		19		18		21		20		23		32							
				16		11	x	9											
Total	0	38		51		54		49		48		64	304	-		340	-36	345	10
# of Classes		2		3		2.5		2.5		2		2							
Average Class Size		19.00		17.00		21.60		19.60		24.00		32.00							

ACTUAL ATTENDANCE COUNT REPORT 2020-2021

Elementary Enrollment By Classroom																COMPARISON TO		COMPARISON TO 2019-					
April 27, 2021																2020-21 Projected		@ March 2020					
																Projected	Diff	2019-2020	YOY Chg				
School	SPED SC	Kndgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE	Grade								
Troutdale	SPED SC	22		19		16		26		24		22				Troutdale							
		20		18		17		23		23		22											
		21		19		16		9	x	14		24											
										9	x	15											
Total	0	63		56		49		58		70		83	379	-		427	-48	431	-10				
# of Classes		3		3		3		2.5		3		3.5											
Average Class Size		21.00		18.67		16.33		23.20		23.33		23.71											
Wilkes	SPED SC	18		16		18		20		25		21				Wilkes							
		20		17		17		18		23		23											
		20		17		15		19		25		21											
	10			20		18		20															
	5																						
Total	15	58		70		68		77		73		65	426	-		483	-57	495	10				
# of Classes		3		4		4		4		3		3											
Average Class Size		19.33		17.50		17.00		19.25		24.33		21.67											
Woodland	SPED SC	14		21		24		19		19		20				Woodland							
	6	15		22		21		17		20		21											
	10	15		22		19		20		20		20											
	6																						
Total	22	44		65		64		56		59		61	371	-		440	-69	445	-8				
# of Classes		3		3		3		3		3		3											
Average Class Size		22		14.67		21.67		21.33		18.67		19.67	20.33										
SPED Outside Placements/Tutoring		0		1		2		6		7		11	27			26	1	40	-14				
Grade Totals	37	621		711		697		708		722		786	4,282	-		4,616	-334	4,661	(144)				
Total # of Classes		32		37		33.5		32		32		33.5											
Total Average Class Size		19.03		19.22		20.81		22.13		22.56		23.46											



Budget Calendar July 1, 2020 to June 30, 2021

Board of Directors Meeting **July 22, 2020**

- √ Board Appoints Budget Officer
- √ Board Considers 2020-2021 Budget Calendar for 2021-2022 Budget

Staff and Community Input Sessions **October 15, 2020 and November 5, 2020**

- √ Staff Input
- √ Community Input

Budget Priorities Discussion **December 09, 2020**

Adoption of 2021-2022 Budget Priorities **January 27, 2021**

Conduct 1st Budget Committee Work Session **April 08, 2021**

Publish 1st Notice of Budget Committee Meetings **April 09, 2021**

- √ 5 to 30 Days Before the 1st Meeting (Gresham Outlook)

Conduct 2nd Budget Committee Work Session **April 15, 2021**

Publish 2nd Notice of Budget Committee Meetings **April 16, 2021**

- √ 5 to 30 Days Before the 2nd Meeting (Gresham Outlook)

Proposed Budget Published **April 29, 2021**

1st Budget Committee Meeting **May 6, 2021**

- √ Appoint Presiding Officer
- √ Receive Budget Message
- √ Receive Proposed Budget Document and Discuss Relevant Changes
- √ Respond to Questions from Budget Committee

2nd Budget Committee Meeting **May 13, 2021**

- √ Receive Public Testimony
- √ Budget Committee Deliberations
- √ Respond to Questions from First Meeting

3rd Budget Committee Meeting (if needed) **May 20, 2021**

Publish Notice of Budget Hearing (only once) **May 28, 2021**

- √ 5 to 30 Days Before the Hearing (Gresham Outlook)
- √ Publish Financial Summaries

Board of Directors Meeting - Conduct Budget Hearing **June 23, 2021**

- √ Conducted by School Board
- √ Open to Public
- √ Run Budget Hearing Concurrent with Board Meeting

Board of Directors Meeting - Enact Resolutions **June 23, 2021**

- √ Adopt Budget, Authorize Appropriations & Impose and Categorize Taxes
- √ Amend 2020-2021 Appropriations (if necessary)

Submit Tax Certification Documents **July 15, 2021**

- √ To County Assessor Office by July 15, 2021
- √ File Budget Document with County Recorder and Designated Agencies

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: May 26, 2021

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:

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. Acceptance of Grants
 - I. Davis STEM Planning Grant
 - II. Davis MCREN Grant
 - III. SSA Summer School Grants
 - IV. Grant MOU between State Library of Oregon and Reynolds School District
 - V. Clean Diesel Grant Agreement with DEQ for New School Buses
- D. ESS Contract Renewal and Addendum
- E. CAL Charter Contract Renewal

Staff Recommendation:

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

Motion:

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

**Reynolds School District
Board of Education Business Meeting**

April 28, 2021

7:00 PM

Virtual Meeting

Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, John Lindenthal: Present, Ricki Ruiz: Present, Joe Teeny: Absent, Valerie Tewksbury: Present.

I. 6:00p - Executive Session

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

II. 7:00p - Call to Order

- Chair Tewksbury called the April 28, 2021 meeting to order at 7:06p.

A. Pledge of Allegiance

B. Land Acknowledgement

- Director Lindenthal read the land acknowledgement into the record.

C. Consider Approval of the April 28, 2021 Agenda

I move to approve the agenda with the addition of an action item to appointment a Board member to the vacant position and moving resolution 2020-2021-029 from the consent agenda to an action item. This motion, made by John Lindenthal and seconded by Ana Gonzalez Muñoz, Passed.

Yea: 4, Nay: 0

III. 7:10p - Board Recognition

A. Student Recognition

B. Volunteer/Community Partner Recognition

C. Staff Recognition

D. Resolution 2020-2021-026: Asian American and Pacific Islander Heritage Month

- Chair Tewksbury read this resolution into the record.

E. Resolution 2020-2021-027: Committing to the Safety and Wellbeing of our Asian/Asian American and Pacific Islander Communities and Denouncing Xenophobic, Racist, and Anti-Asian Attacks

- Director Gonzalez read this resolution into the record.

F. Resolution 2020-2021-028: Teacher Appreciation Week

- Chair Tewksbury read this resolution into the record.

G. Resolution 2020-2021-029: Regarding State Testing

- Dr. Charles gave an overview of this resolution and the reasoning behind it.

IV. 7:30p - Public to be Heard

Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each.

V. 7:35p - Bargaining Group Updates

- Evan Selby, REA
- Suzi Mutschler, OSEA
- Wade Bakley, RAA

VI. 7:45p - Presentation to the Board

A. Multnomah Youth Commission

- Stephen Liu and Daniel Interian, students at Reynolds High School and members of the Multnomah Youth Commission

B. Citizen's Oversight Committee

- William Ohle, Chair of the Citizen Oversight Committee; closing report

C. Facilities Master Plan

- Dan Hess and Elisa Warner, BRIC Arcitecture

D. Technology Standards and Digital Citizenship Curriculum

- Chris Greenhalgh, Gary Schuh, Adam Davis, Clair Thiel

VII. 8:45p - Board Reports

A. Board Announcements

i. Individual Board Members - Announcements and Reports

ii. Upcoming Board Meetings

VIII. 8:50p - Superintendent's Reports

A. Announcements/Reports

B. Student Achievement

C. Equity

D. Communications

E. Fiscal Responsibility

i. Financial Reports

ii. Enrollment Report

iii. Budget Update

IX. 9:50p - Consent Agenda

I move to approve the consent agenda, with the removal of item C.4. This motion, made by John Lindenthal and seconded by Yesenia Delgado, Passed.

Yea: 5, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Approval of Resolutions

i. Resolution 2020-2021-026: Asian American and Pacific Islander Heritage Month

ii. Resolution 2020-2021-027: Committing to the Safety and Wellbeing of our Asian/Asian American and Pacific Islander Communities and Denouncing Xenophobic, Racist, and Anti-Asian Attacks

iii. Resolution 2020-2021-028: Teacher Appreciation Week

I move that the Board adopt Resolution 2020-2021-029 Regarding State Testing for 2021. This motion, made by John Lindenthal and seconded by Yesenia Delgado, Passed.

Yea: 5, Nay: 0

iv. Resolution 2020-2021-029: Regarding State Testing

D. Approval of Suicide Prevention Policy

X. 9:55p - Action Items

A. Technology Standards and Digital Citizenship Curriculum

I move that the board approve the adoption of the international Society for Technology in Education (ISTE) standards. This motion, made by Yesenia Delgado and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

I move that the Board approve the adoption of the Common Sense Digital Citizenship Curriculum. This motion, made by Yesenia Delgado and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

B. Authorization to Spend: HS Seismic Upgrades

I move that the Board approve the authorization to spend more than \$150,000 for the seismic upgrade for the Reynolds High School Gym and authorize staff to enter into a new contract with Pence Construction for the completion of the seismic upgrade in accordance with the attached proposal. This motion, made by Ana Gonzalez Muñoz, Unseconded.

C. Added Action Item: Appointment for Board Position 2 Vacancy

I move that the Board approve the appointment Bob Fowler into the currently vacant RSD Board Position 2, with the term expiring June 30, 2021. This motion, made by Yesenia Delgado and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

XI. 10:05p - Board Discussion

- Ricki Ruiz: encourages the Board to direct staff to look into a later start time for the high school, engaging students, staff, and community members.

XII. 10:15p - Adjourn

- Chair Tewksbury adjourned the April 28, 2021 Business Meeting at 10:41p.

**Reynolds School District
Board of Education Work Session**

May 12, 2021

6:00 PM

Virtual Meeting

Attendance Taken at 6:09 PM. Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, John Lindenthal: Present, Ricki Ruiz: Present, Joe Teeny: Absent, Valerie Tewksbury: Present.

I. 6:00p - Call to Order and Land Acknowledgement

- Vice Chair Yesenia Delgado called the May 12, 2021 Work Session to order at 6:03p. She then read the Land Acknowledgement into the record.

II. 6:05p - Public to be Heard

III. 6:10p - CEE Dashboard Presentation

IV. 6:40p - Policy Update Presentation

V. 7:10p - Adjourn

- Chair Valerie Tewksbury recessed the Board into Executive Session at 7:14p.

VI. 7:10p - Executive Session

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

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

Subject: Acceptance of Grant from Multnomah Education Services District

Policy: [Instructional Goal – IA](#); [Equity Policy - IKAAA/GCCB/GDCB](#)

Date: May 26, 2021

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

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.

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:

The Multnomah Education Services District is awarding a School-wide STEM Transformation grant to use STEM education as the basis for lasting school-wide transformation at the elementary and middle school level. Many of Oregon’s administrators and classroom educators already understand the power of STEM education and have created pockets of STEM excellence in their classrooms and schools. To ensure that these efforts reach beyond one administrator or educator – beyond a single classroom or one employee’s tenure at the school – cultivating a school-wide STEM culture is necessary.

Davis Elementary School applied for the STEM Planning Schools Subaward in the amount of \$47,470, which was awarded in its entirety.

Previous Board Action:

Not Applicable

Background:

The District has applied for various grants to support district initiatives.

Financial Implications:

\$47,470

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends acceptance of the grant award.

Motion:

I move to accept the School-wide STEM Transformation grant awarded by the Multnomah Education Services District in the amount of \$47,470.

Memorandum of Understanding (MOU) for Sub-Recipient of Grant Awarded to MESD

Name of Grant

Date:	Date 3/15/2021	Grant Name (Grant):	Grant Name STEM Transforming Schools	Grantor Name (Grantor):	Grantor Name Davis Elementary School / Reynolds School District
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MOU Party #1 (MESD) Agency Name and Address	MOU Party #2 (Sub-Recipient) Agency Name and Address
Multnomah Education Service District 11611 NE Ainsworth Circle Portland, OR 97220	Davis Elementary School 19501 NE Davis St. Portland, OR 97230

Declaration: Grantor has awarded the Grant named above to MESD for the work described in the Grant application. Per the approved proposal and/or subsequently awarded Grant terms and conditions, Sub-Recipient named above is a sub-awardee of the Grant. Sub-Recipient is eligible to receive a portion of the grant funds passed through MESD for Sub-Recipient's portion of work, described in this MOU and its attachments, pursuant to the Grant. This MOU does not establish an agency or an employment or a contractual relationship between the Parties. The Parties affirm that each qualifies under Oregon Statute as an Independent Contractor.

Total Amount of Sub-Award:	\$47,470.00	Grant Period:	January 1, 2020 - June 30, 2021
Disbursement Plan: Funds are to be disbursed, as work is completed, through incremental payments. Davis Elementary School (or Reynolds School District on behalf of Davis Elementary) should send invoices to MESD itemized by the categories in the attached "Narrative Planning Schools - Davis Elementary School" document. MESD will pay invoices subsequent to approval from Portland Metro STEM Partnership (PMSP), Portland State University (PSU), and Oregon Department of Education (ODE). MESD may request additional documentation be submitted before invoices are paid. Funds will typically be dispersed within 30 days of an invoice being received and approved from PMSP, PSU, and ODE. If requested by MESD, Sub-Recipient agrees to provide MESD with a completed W-9 form.			
Includes Federal Dollars?	No		

This MOU incorporates the following attachments *(check all that apply)*

<input type="checkbox"/> Grant Proposal Document <input checked="" type="checkbox"/> Grant Award Document (required attachment) <input type="checkbox"/> Scope of Work <input type="checkbox"/> Schedule of Deliverables / Work Calendar <input type="checkbox"/> Other (please describe)	<input type="checkbox"/> Disbursement Plan / Payment Schedule <input type="checkbox"/> Indemnification & Insurance Requirements <input type="checkbox"/> Confidential Data Sharing & FERPA Provisions <input type="checkbox"/> Roster of Contacts <input type="checkbox"/> Other (please describe)
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Principal Contacts & Authorization Signatures.
The authorized signers below affirm they have been granted authority by their agencies to agree to the stipulations described above.

MESD Grant Administrator's Name Name	Sub-Recipient Grant Administrator's Name Name
MESD Business Officer's Name & Initials Doana Anderson	Sub-Recipient Business Officer's Name & Initials Name
MESD Authorized Signer's Name & Title Sam Breyer, MESD Superintendent Signature & Date:	Sub-Recipient Authorized Signer's Name & Title Name & Title Signature & Date:



Narrative for STEM Planning Schools Subaward for Davis Elementary School

Subaward Scope of Work

This Subaward Scope of Work Narrative is for the STEM Transformation Planning Schools ODE Grant. This work is a subaward of Portland Metro STEM Partnership (PMSP), where Portland State University (PSU) serves as the fiscal agent. East Metro STEAM Partnership (EMSP) where Multnomah Education Service District (MESD) is the fiscal agent and will be granting the subaward to Davis Elementary School where Reynolds School District serves as the fiscal agent.

EMSP Project Summary and Deliverables

- Leverage the Regional PLC for NGSS Capacity Grant (EMSP is lead, sub to PMSP) to provide guidance and increase regional and cross-hub coherence as part of this project.
- Participate in PMSP will hosted in-person regional planning sessions.
- Handle regional logistical issues, payments, etc. and assure their teams in EMSP region are supported and meeting deadlines.
- Support EMSP-region teams in completing 3-day and a 5-day summer professional development institutes to address key learning needs connected to NGSS implementation, leadership for change, etc.
- Obtain/maintain Participating schools “letter of commitment” signed by both the principal and upper level district administrator. This commitment is to active engagement in the STEM Transformation Planning Process, the production of a complete STEM Transformation Plan for their school, participation of the majority of teachers in the 3-day and 5-day PD institutes, and implementation of their plan in their building.

Overall Project Summary from PMSP

School-wide STEM Transformation grants use STEM education as the basis for lasting school-wide transformation at the elementary and middle school level. Many of Oregon’s administrators and classroom educators already understand the power of STEM education and have created pockets of STEM excellence in their classrooms and schools. To ensure that these efforts reach beyond one administrator or educator – beyond a single classroom or one employee’s tenure at the school – cultivating a school-wide STEM culture is necessary.

Overall Grant Outcomes:

- Administrators, classroom educators, and staff understand and believe in STEM pedagogy
- Development of a statewide framework for STEM School rubrics and designations
- Partner schools create School-wide STEM Transformation Plans and are ready to implement those plans
- Partner school curricula are transformed to be integrated and aligned vertically, and based on NGSS and CCSS standards
- Partner school instruction is transformed to be interdisciplinary, emphasize project-based and career-connected learning, problem-solving, and inquiry, and integrate the use of technology
- Development of a statewide STEM School Professional Learning Community

Overview of Proposed Project:

Portland Metro STEM Partnership (PMSP) has been refining a STEM School Transformation Planning Process that was designed approximately seven years ago. The STEM Hub Network has asked PMSP to be the lead in this work, building off of our experiences and expertise in leading our existing process. This funding will support the following outcomes:

- Redesign, test and iterate an improved STE(A)M School Transformation Planning Process that incorporates current research on initiating and support school transformation, culture change and leadership development aligned to the grant's goals
- Implement this Planning process with 10 schools in five STEM Hub regions. Final plans for each school will include the following core elements: full NGSS alignment, integration of highly relevant and place based learning opportunities for students, development of regional partnerships, and the use of academic and STEM Identity data to guide planning and implementation.
 - Participating schools that complete all aspects of the planning process will be well positioned to fully implement their STEM Transformation plans during the next biennium (AY2021-23)
- Build the capacity of four other STE(A)M Hubs to support future planning processes in their regions
- Develop a framework and a set of recommendations for a STE(A)M School Designation Process

Core Strategies:**(1) STE(A)M Transformation Planning Process:**

- PMSP will host five in-person planning sessions for our region. Close-in hubs have the option of participating in these sessions.
- For Hubs outside the region, PMSP will repeat the sessions via Zoom as virtual facilitator to lead the overall session, with each participating Hub "calling in". Hub directors or their staff are the in-room facilitator for regional school teams who are meeting in-person.
 - Requires active involvement of STE(A)M Hub staff who are a member of their regional team(s)

- Each Hub handles their regional logistical issues, payments, etc. and assure their teams are supported and meeting deadlines
- Concurrently, PMSP will engage master STE(A)M educators to design and develop a 3-day and a 5-day summer professional development institutes to address key learning needs connected to NGSS implementation, leadership for change, etc.
- Participating schools will be required to sign a “letter of commitment” signed by both the principal and upper level district administrator. This commitment is to active engagement in the STEM Transformation Planning Process, the production of a complete STEM Transformation Plan for their school, participation of the majority of teachers in the 3-day and 5-day PD institutes, and implementation of their plan in their building.

(2) STE(A)M School Designation Process:

PMSP will utilize a Professional Learning Community approach to bring together experienced STE(A)M educators, university researchers, and others to determine if a STE(A)M school designation process is beneficial, and if so, what that process might look like and identify the tools needed, including a STE(A)M school implementation rubric. Participants in this effort may participate in the planning process as guest observers and/or critical friends participants. Two full-day events will combine professional learning, advising, and/or work sessions.

Deliverables:

- Research-based framework and supporting resources for STE(A)M Transformation Planning Process, including lessons learned and recommendations for future work
- Two professional development institutes (3-day & 5-day) directly supporting STE(A)M education
- A set of recommendations regarding the utility and viability of a STE(A)M School Designation Process, including but not limited to district- and state-level policies needed, description of the process, tools required, and additional next steps needed to fully implement the approach

Metrics & Methods of Evaluating Progress and Success:

- Completion of project activities
- Recruitment and engagement of participants
- Feedback from participants via focus groups and online surveys
- Quality of STE(A)M Transformation Plans
- Quality of PD Institutes via expert review, evaluation surveys, and focus groups
- Utility of recommendations from PLC group

Number of Educators Served:

- 10 schools and approximately 180 educators
- 8-12 STE(A)M educators (PLC participants)

Sustainability Plan:

- Deliverables will be available after this project ends (PD Institutes and Planning Process framework and resources)
- Participating schools will be positioned to continue their efforts with district and REN support
- Educators participating in the PLC process will be well positioned to serve as champions and advocates for STE(A)M education and STE(A)M schools

- Participating Hubs will connect with their EAC/RENs and school districts to leverage future funding
- The 3-day and 5-day professional development institutes should be assets of particular interest to the EAC/RENs

Scalability Plan:

- This project explores the model that multiple STEM Hubs can be supporting regional schools in a STEM Transformation process with facilitation being led from one source (PMSP). In future years, this model could be scaled with more hubs (perhaps all) supporting schools in their regions and planning processes occurring every two years.
- The participating Hubs may be positioned to support other schools outside their region in a similar approach, thereby building the capacity of additional hubs.
- The implementation of the two NGSS institutes across the state will allow regions to include additional schools/educators as space allows. It will also allow regions to incorporate inclusion of future institutes into their PD plans.
- All deliverables will be available to the STEM Hub Network for use within their regions

TERM:

Start Date: 1/01/2020

End Date: 6/30/2021

COMPENSATION TOTAL - Not to exceed:

\$47,470.00

COMPENSATION BY LINE ITEM:

310 IPTS - Teacher leader development time

Description: STEM Leader Capacity development: Educator leaders time to work with coach, support school, support designation process. (200 hours at \$50/hour shared).

Subaward Amount (\$10,000)

310 IPTS - Planning team time - Davis ES

Description: 150 hours of session time and 150 hours per school for planning team members, teachers to provide input, etc. at \$50/hour. (About 5 people per team)

Subaward Amount (\$12,375)

310 IPTS - Teacher PD and facilitated planning - Year 1 - Davis ES

Description: 60% of staff participating in the equivalent of a 5-day institute (30hrs) Hours based on workbook entries at \$41/hr

Subaward Amount (\$95.00)

310 IPTS - Teacher PD and facilitated planning - Year 2 - Davis ES

Description: 80% of staff participating in the equivalent of a 3-day institute (18hrs at \$41/hr)

Subaward Amount (\$15,000)

400 Supplies and Materials – Davis ES

Description: This amount is to be used for STEM Materials & Equipment and is contingent on completing subaward milestones as prescribed mt PMSP. Currency, \$5,000 is available for Davis Elementary School and another \$5,000 may be made available

Subaward Amount (\$10,000)

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

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

Subject: Acceptance of Grant from Multnomah-Clackamas Regional Educator Network

Policy: [Instructional Goal – IA](#); [Equity Policy - IKAAA/GCCB/GDCB](#)

Date: May 26, 2021

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

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.

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:

The Multnomah-Clackamas Regional Educator Network (MCREN) is awarding a grant to assist in the improvement team’s learning and the MCREN as a whole. The learning sessions will support teams’ continuous improvement and human-centered design learning, developing content-area expertise relevant to our shared specific and measurable goals, and provide guidance on using a racialized equity lens to improve our systems.

Davis Elementary School applied for the REN Design and Improvement Grant in the amount of \$5,890.50, which was awarded in its entirety.

Previous Board Action:

Not Applicable

Background:

The District has applied for various grants to support district initiatives.

Financial Implications:

\$5,890.50

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends acceptance of the grant award.

Motion:

I move that the Board accepts the REN Design and Improvement grant awarded by the Multnomah-Clackamas Regional Educator Network in the amount of \$5,890.50.



May 13, 2021

Mykle Rojas
Assistant Principal/Subdirector
Davis Elementary School
19501 NE Davis Street
Portland, OR 97230

Dear Mykle,

We are pleased to approve Davis Elementary School's application for \$5,000 STEAM Grant to support the STEAM School Transformation Planning process, funded through the Oregon Department of Education, as part of the subaward grant to East Metro STEAM Partnership at Multnomah ESD.

Thank you for all the hard work you do to improve learning for all students!

Sincerely,

Handwritten signature of Kristen Harrison in black ink.

Kristen Harrison, MTE
Co-Director/Partnerships

Handwritten signature of Jerian Abel in black ink.

Jerian Abel, Ph.D.
Co-Director/Research & Assessment

PMSP STEM Center
650 NW 118th Avenue
Portland, OR 97229
info@pdxstem.org

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Dr. Alma Charles, Interim Chief Academic Officer

Subject: Acceptance of Student Success Act Summer Programs Grant

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

Date: May 26, 2021

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

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 attached document is presented to the Board for consideration:

- Grant Agreement with the Oregon Department of Education

Staff is requesting authorization to accept the Student Success Act (SSA) Summer Programs grants from the Oregon Department of Education (ODE) in a total amount of \$538,519.61 for Summer 2021. These grant funds help provide high-quality summer programming for students at Davis Elementary (\$108,694.64), Glenfair Elementary (\$114,831.99), Salish Ponds Elementary (\$107,902.72) and Reynolds Middle School (\$207,090.26).

Previous Board Action:

Not Applicable

Background:

The purpose of ODE’s SSA Summer Programs Grant is to provide high-quality summer programming for students with a specific goal to meet the strengths and needs of students who are underserved and/or marginalized. Grantees provide a broad array of focused, well-rounded, and culturally responsive educational activities targeted to meet the needs of students to advance academic achievement and support student success including, but not limited to, activities that support inquiry-based, hands-on instruction; healthy and active lifestyle including physical activity; and students’ social and emotional well-being. The services provided in SSA

Summer Programs focus on helping children in Title I eligible schools to succeed academically through the application of at least 60 hours of direct academic instruction. This program is designed to redress the disruptions experienced by students during distance learning this past school year.

Financial Implications:

This grant is an expense reimbursement grant in total amount of \$538,519.61.

Alternatives:

The Board could determine that it is in the best interest of the District to decline the grant, reducing resources for offering summer learning in our lowest performing schools.

Staff Recommendation:

Staff recommends the Board authorize acceptance of the Student Investment Account Summer School Grant from the Oregon Department of Education, providing resources for summer learning programs at Davis Elementary, Glenfair Elementary, Salish Ponds Elementary and Reynolds Middle School.

Motion:

I move that the Board authorize staff to accept the Student Success Act Summer Programs grants from the Oregon Department of Education in a total amount of \$538,519.61, which will help provide high-quality summer programming for students at Davis Elementary (\$108,694.64), Glenfair Elementary (\$114,831.99), Salish Ponds Elementary (\$107,902.72) and Reynolds Middle School (\$207,090.26).

STATE OF OREGON GRANT AGREEMENT

Grant No. 14418

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Reynolds School District 7 (“Grantee”) on behalf of Davis Elementary School, each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 327.341, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding for the creation of high-quality summer programs for students Kindergarten through 8th grade, with a specific goal to meet the strengths and needs of currently and historically underserved students.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of April 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Raquel Gwynn
255 Capitol St. NE Salem, OR 97310
Phone: 503-947-5785
raquel.gwynn@state.or.us

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201st Ave Fairview, OR 97025
Phone: 503-661-7201
aolson@rsd7.net

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the performance periods outlined in Section 6 (each a “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee Grant Funds for the Project as identified in the table below (“Grant Funds”). Agency will pay the Grant Funds from monies available through the Statewide Education Initiatives Account (“Funding Source”).

PROGRAM YEAR	PERFORMANCE PERIOD	TOTAL
Summer 2021	April 1, 2021 – September 30, 2021	\$108,694.64
Summer 2022	October 1 2021 – September 30, 2022	*\$108,694.64
Summer 2023	October 1, 2022 – September 30, 2023	*\$108,694.64

*Actual amount disbursed, if any, is subject to Agency’s receipt of adequate funding, appropriations, limitations, allotments or other expenditure authority.

Grant Funds must be used for Project activities conducted during each Performance Period and may not be carried forward to subsequent Performance Periods. Any Grant Funds unexpended at the conclusion of a Performance Period must be returned to Agency in accordance with Exhibit A.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Upon request by Agency, Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A.

7.1.3 If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee

under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for any Performance Period following the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 90 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a school district duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and

holding public meetings; and

- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name 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 from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following

events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended at the end of each Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities;
- 17.4 Any Grant funds requested by Grantee as payment for deficient activities or materials; or
- 17.5 Any Grant Funds for a future Performance Period if Grantee fails to make satisfactory progress on Project activities as determined by Agency.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties..

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 Upon 30 days advance written notice to Agency; provided, however, Agency may seek remedies in accordance with Section 16.1 if a Grantee requests termination during a Performance Period or less than 30 days prior to the beginning of the subsequent Performance Period;
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant;
- 18.3.3 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable

laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.4 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this

reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Mandee Wilding, Contracting Officer

Date

Grantee

By: _____
Authorized Signature

Date

Danna Diaz

Superintendent

Printed Name

Title

93-6000836

Legal Approved: 4/25/2021

Federal Tax ID Number

Board Approved:

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email/ on file with Agency
Jake Hogue, Assistant Attorney General

04/12/2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In 2019, the Oregon Legislature enacted House Bill 3427, also known as the Student Success Act (SSA), which directed Agency to make summer program grants available to improve student achievement in schools, with a goal of improving educational opportunities for Oregon students, especially those who have been historically underserved. SSA provides a generational investment in Oregon’s schools, communities, and students.

Grantee is one of 35 schools eligible to receive Grant Funds. Eligibility was based in part on the following factors:

- Considered high poverty under Title I-A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act;
- Has significant achievement gaps; and
- Has been determined by the Agency to require additional supports and interventions based on school performance.

The overall goal of this Project is for Grantee to establish a high-quality summer learning program for historically underserved students Kindergarten through 8th grade in order to help close opportunity gaps and to focus on helping children succeed academically by participating in meaningful and enriching activities.

SECTION II. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

Grantee must use the Grant Funds only for the costs of Project activities that occur, including expenses incurred, during each Performance Period.

#	ACTIVITY	DUE DATE
1	<p>Implement a summer program that furthers the implementation, requirements, and objectives of the programs described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended).</p> <p>Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and program budget (“Budget”) for each Performance Period in accordance with the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended) and the following:</p> <ul style="list-style-type: none"> • All Project activities must further and implement the requirements and objectives described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended); • To guide Project activities and ensure progress toward Project goals, Grantee is encouraged to develop the Plan through active collaboration with stakeholders, coordination with similar programs 	<p>By June 4, 2021 (or prior to start of summer program), and by June 15 annually thereafter</p>

ODE GRANT #14418 – SSA Summer Program Grant – Davis Elementary School

#	ACTIVITY	DUE DATE
	<p>and projects within the state of Oregon, and in alignment to its schools and district continuous improvement plans; and</p> <ul style="list-style-type: none"> The summer program must operate at least 3 consecutive weeks with a minimum of 4 days per week and adhere to all Ready School Safe Learners (RSSL) and companion guidance, as amended. <p>Agency and Grantee will collaborate to ensure the Grantee's proposed Plan and Budget are reasonable, necessary and directly related to Project activities</p>	
2	Submit to Agency a request for disbursement for the amount identified in the applicable Performance Period identified Section 6 and in accordance with the Budget and Section IV of this Exhibit A	On or before June 30 th , annually
3	Participate in in-person or virtual monitoring visits with Agency Grant Manager or designee to include but not be limited to the review and/or revision of Plan, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, and effective monitoring of the summer program	Ongoing and as requested by Agency
4	<p>Comply with annual data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring and technical assistance</p> <p>Data subject to evaluation includes but is not limited to:</p> <ul style="list-style-type: none"> Student, staff, and caregiver surveys; and Staff interviews 	Ongoing and as requested by Agency
5	<p>Submit to Agency an end of summer program report using an Agency provided form to include but not be limited to the following:</p> <ul style="list-style-type: none"> Final student roster; Student attendance; Report on established set of performance measures; and Final expenditure report detailing the expenditure of Grant Funds 	On or before September 30 th , annually
6	Return unexpended funds to Agency in accordance with Section IV of this Exhibit A	Within 45 days from September 30 th , annually

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION III. PLAN AND BUDGET

Plan/Budget Adjustments. After the Plan is accepted by Agency, the Plan may be adjusted only with written approval from the Agency Grant Manager, or designee, in order to reflect agreed upon

ODE GRANT #14418 – SSA Summer Program Grant – Davis Elementary School

modifications necessary for delivery measures, achievement of outcomes, and/ or effective use of Grant Funds.

Grantee must follow the approved budget as set forth in its Plan. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Budget by up to and including 10% of the category or line item without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown in the accepted Budget for each category or line item in the Budget by more than 10% of the category or line item with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant for each Performance Period. Any adjustment that results in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Grantee must submit any Plan adjustments, or Budget adjustments of more than 10% allocated for any category or line item in the Budget, to Agency using an Agency provided form. No adjustments to the Budget will bind the Agency, nor will the Agency be required to compensate Grantee in accordance with such adjustments, unless and until Agency Grant Manager, or designee, approves such adjustments in writing.

Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds expended under this Grant for each Performance Period, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS"). Administrative costs must be charged as described in this Section III regardless of any adjustments to the Budget.

Capitalized Assets. Grantee must seek and obtain Agency's prior written approval before using Grant Funds to purchase any assets or property (whether tangible or intangible) with a useful life of more than one year and a per-unit acquisition cost of \$5,000.

SECTION IV. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, upon receipt of Grantee's request for disbursement. All requests for disbursement must be submitted in EGMS by June 30th, annually.

Grantee must return any Grant Funds that remain unexpended for each Performance Period. All unexpended Grant Funds must be returned within 45 days from the end of each Performance Period annually. Any unexpended Grant Funds must be returned with a completed form, as provided by the Agency.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

ODE GRANT #14418 – SSA Summer Program Grant – Davis Elementary School

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this exhibit.

STATE OF OREGON GRANT AGREEMENT

Grant No. 14419

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Reynolds School District 7 (“Grantee”) on behalf of Glenfair Elementary School, each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 327.341, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding for the creation of high-quality summer programs for students Kindergarten through 8th grade, with a specific goal to meet the strengths and needs of currently and historically underserved students.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of April 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Raquel Gwynn
255 Capitol St. NE Salem, OR 97310
Phone: 503-947-5785
raquel.gwynn@state.or.us

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201st Ave Fairview, OR 97025
Phone: 503-661-7201
aolson@rsd7.net

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the performance periods outlined in Section 6 (each a “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee Grant Funds for the Project as identified in the table below (“Grant Funds”). Agency will pay the Grant Funds from monies available through the Statewide Education Initiatives Account (“Funding Source”).

PROGRAM YEAR	PERFORMANCE PERIOD	TOTAL
Summer 2021	April 1, 2021 – September 30, 2021	\$114,831.99
Summer 2022	October 1 2021 – September 30, 2022	*\$114,831.99
Summer 2023	October 1, 2022 – September 30, 2023	*\$114,831.99

*Actual amount disbursed, if any, is subject to Agency’s receipt of adequate funding, appropriations, limitations, allotments or other expenditure authority.

Grant Funds must be used for Project activities conducted during each Performance Period and may not be carried forward to subsequent Performance Periods. Any Grant Funds unexpended at the conclusion of a Performance Period must be returned to Agency in accordance with Exhibit A.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Upon request by Agency, Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A.
- 7.1.3 If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee

under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for any Performance Period following the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 90 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a school district duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and

holding public meetings; and

- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name 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 from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following

events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended at the end of each Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities;
- 17.4 Any Grant funds requested by Grantee as payment for deficient activities or materials; or
- 17.5 Any Grant Funds for a future Performance Period if Grantee fails to make satisfactory progress on Project activities as determined by Agency.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties..

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 Upon 30 days advance written notice to Agency; provided, however, Agency may seek remedies in accordance with Section 16.1 if a Grantee requests termination during a Performance Period or less than 30 days prior to the beginning of the subsequent Performance Period;
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant;
- 18.3.3 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable

laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.4 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this

reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Mandee Wilding, Contracting Officer

Date

Grantee

By: _____
Authorized Signature

Date

Danna Diaz
Printed Name

Superintendent
Title

93-6000836
Federal Tax ID Number

Legal Approved: 4/25/2021
Board Approved:

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email/ on file with Agency
Jake Hogue, Assistant Attorney General

04/12/2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In 2019, the Oregon Legislature enacted House Bill 3427, also known as the Student Success Act (SSA), which directed Agency to make summer program grants available to improve student achievement in schools, with a goal of improving educational opportunities for Oregon students, especially those who have been historically underserved. SSA provides a generational investment in Oregon’s schools, communities, and students.

Grantee is one of 35 schools eligible to receive Grant Funds. Eligibility was based in part on the following factors:

- Considered high poverty under Title I-A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act;
- Has significant achievement gaps; and
- Has been determined by the Agency to require additional supports and interventions based on school performance.

The overall goal of this Project is for Grantee to establish a high-quality summer learning program for historically underserved students Kindergarten through 8th grade in order to help close opportunity gaps and to focus on helping children succeed academically by participating in meaningful and enriching activities.

SECTION II. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

Grantee must use the Grant Funds only for the costs of Project activities that occur, including expenses incurred, during each Performance Period.

#	ACTIVITY	DUE DATE
1	<p>Implement a summer program that furthers the implementation, requirements, and objectives of the programs described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended).</p> <p>Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and program budget (“Budget”) for each Performance Period in accordance with the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended) and the following:</p> <ul style="list-style-type: none"> • All Project activities must further and implement the requirements and objectives described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended); • To guide Project activities and ensure progress toward Project goals, Grantee is encouraged to develop the Plan through active collaboration with stakeholders, coordination with similar programs 	<p>By June 4, 2021 (or prior to start of summer program), and by June 15 annually thereafter</p>

ODE GRANT #14419 – SSA Summer Program Grant – Glenfair Elementary School

#	ACTIVITY	DUE DATE
	<p>and projects within the state of Oregon, and in alignment to its schools and district continuous improvement plans; and</p> <ul style="list-style-type: none"> The summer program must operate at least 3 consecutive weeks with a minimum of 4 days per week and adhere to all Ready School Safe Learners (RSSL) and companion guidance, as amended. <p>Agency and Grantee will collaborate to ensure the Grantee's proposed Plan and Budget are reasonable, necessary and directly related to Project activities</p>	
2	Submit to Agency a request for disbursement for the amount identified in the applicable Performance Period identified Section 6 and in accordance with the Budget and Section IV of this Exhibit A	On or before June 30 th , annually
3	Participate in in-person or virtual monitoring visits with Agency Grant Manager or designee to include but not be limited to the review and/or revision of Plan, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, and effective monitoring of the summer program	Ongoing and as requested by Agency
4	<p>Comply with annual data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring and technical assistance</p> <p>Data subject to evaluation includes but is not limited to:</p> <ul style="list-style-type: none"> Student, staff, and caregiver surveys; and Staff interviews 	Ongoing and as requested by Agency
5	<p>Submit to Agency an end of summer program report using an Agency provided form to include but not be limited to the following:</p> <ul style="list-style-type: none"> Final student roster; Student attendance; Report on established set of performance measures; and Final expenditure report detailing the expenditure of Grant Funds 	On or before September 30 th , annually
6	Return unexpended funds to Agency in accordance with Section IV of this Exhibit A	Within 45 days from September 30 th , annually

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION III. PLAN AND BUDGET

Plan/Budget Adjustments. After the Plan is accepted by Agency, the Plan may be adjusted only with written approval from the Agency Grant Manager, or designee, in order to reflect agreed upon

modifications necessary for delivery measures, achievement of outcomes, and/ or effective use of Grant Funds.

Grantee must follow the approved budget as set forth in its Plan. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Budget by up to and including 10% of the category or line item without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown in the accepted Budget for each category or line item in the Budget by more than 10% of the category or line item with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant for each Performance Period. Any adjustment that results in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Grantee must submit any Plan adjustments, or Budget adjustments of more than 10% allocated for any category or line item in the Budget, to Agency using an Agency provided form. No adjustments to the Budget will bind the Agency, nor will the Agency be required to compensate Grantee in accordance with such adjustments, unless and until Agency Grant Manager, or designee, approves such adjustments in writing.

Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds expended under this Grant for each Performance Period, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS"). Administrative costs must be charged as described in this Section III regardless of any adjustments to the Budget.

Capitalized Assets. Grantee must seek and obtain Agency's prior written approval before using Grant Funds to purchase any assets or property (whether tangible or intangible) with a useful life of more than one year and a per-unit acquisition cost of \$5,000.

SECTION IV. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, upon receipt of Grantee's request for disbursement. All requests for disbursement must be submitted in EGMS by June 30th, annually.

Grantee must return any Grant Funds that remain unexpended for each Performance Period. All unexpended Grant Funds must be returned within 45 days from the end of each Performance Period annually. Any unexpended Grant Funds must be returned with a completed form, as provided by the Agency.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this exhibit.

STATE OF OREGON GRANT AGREEMENT

Grant No. 14420

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Reynolds School District 7 (“Grantee”) on behalf of Reynolds Middle School, each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 327.341, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding for the creation of high-quality summer programs for students Kindergarten through 8th grade, with a specific goal to meet the strengths and needs of currently and historically underserved students.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of April 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Raquel Gwynn
255 Capitol St. NE Salem, OR 97310
Phone: 503-947-5785
raquel.gwynn@state.or.us

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201st Ave Fairview, OR 97025
Phone: 503-661-7201
aolson@rsd7.net

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the performance periods outlined in Section 6 (each a “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee Grant Funds for the Project as identified in the table below (“Grant Funds”). Agency will pay the Grant Funds from monies available through the Statewide Education Initiatives Account (“Funding Source”).

PROGRAM YEAR	PERFORMANCE PERIOD	TOTAL
Summer 2021	April 1, 2021 – September 30, 2021	\$207,090.26
Summer 2022	October 1 2021 – September 30, 2022	*\$207,090.26
Summer 2023	October 1, 2022 – September 30, 2023	*\$207,090.26

*Actual amount disbursed, if any, is subject to Agency’s receipt of adequate funding, appropriations, limitations, allotments or other expenditure authority.

Grant Funds must be used for Project activities conducted during each Performance Period and may not be carried forward to subsequent Performance Periods. Any Grant Funds unexpended at the conclusion of a Performance Period must be returned to Agency in accordance with Exhibit A.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Upon request by Agency, Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A.

7.1.3 If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee

under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for any Performance Period following the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 90 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a school district duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and

holding public meetings; and

- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name 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 from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following

events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended at the end of each Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities;
- 17.4 Any Grant funds requested by Grantee as payment for deficient activities or materials; or
- 17.5 Any Grant Funds for a future Performance Period if Grantee fails to make satisfactory progress on Project activities as determined by Agency.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties..

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 Upon 30 days advance written notice to Agency; provided, however, Agency may seek remedies in accordance with Section 16.1 if a Grantee requests termination during a Performance Period or less than 30 days prior to the beginning of the subsequent Performance Period;
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant;
- 18.3.3 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable

laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.4 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this

reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Mandee Wilding, Contracting Officer

Date

Grantee

By: _____
Authorized Signature

Date

Danna Diaz
Printed Name

Superintendent
Title

93-6000836
Federal Tax ID Number

Legal Approved: 4/25/2021
Board Approved:

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email/ on file with Agency
Jake Hogue, Assistant Attorney General

04/12/2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In 2019, the Oregon Legislature enacted House Bill 3427, also known as the Student Success Act (SSA), which directed Agency to make summer program grants available to improve student achievement in schools, with a goal of improving educational opportunities for Oregon students, especially those who have been historically underserved. SSA provides a generational investment in Oregon’s schools, communities, and students.

Grantee is one of 35 schools eligible to receive Grant Funds. Eligibility was based in part on the following factors:

- Considered high poverty under Title I-A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act;
- Has significant achievement gaps; and
- Has been determined by the Agency to require additional supports and interventions based on school performance.

The overall goal of this Project is for Grantee to establish a high-quality summer learning program for historically underserved students Kindergarten through 8th grade in order to help close opportunity gaps and to focus on helping children succeed academically by participating in meaningful and enriching activities.

SECTION II. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

Grantee must use the Grant Funds only for the costs of Project activities that occur, including expenses incurred, during each Performance Period.

#	ACTIVITY	DUE DATE
1	<p>Implement a summer program that furthers the implementation, requirements, and objectives of the programs described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended).</p> <p>Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and program budget (“Budget”) for each Performance Period in accordance with the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended) and the following:</p> <ul style="list-style-type: none"> • All Project activities must further and implement the requirements and objectives described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended); • To guide Project activities and ensure progress toward Project goals, Grantee is encouraged to develop the Plan through active collaboration with stakeholders, coordination with similar programs 	<p>By June 4, 2021 (or prior to start of summer program), and by June 15 annually thereafter</p>

#	ACTIVITY	DUE DATE
	<p>and projects within the state of Oregon, and in alignment to its schools and district continuous improvement plans; and</p> <ul style="list-style-type: none"> The summer program must operate at least 3 consecutive weeks with a minimum of 4 days per week and adhere to all Ready School Safe Learners (RSSL) and companion guidance, as amended. <p>Agency and Grantee will collaborate to ensure the Grantee's proposed Plan and Budget are reasonable, necessary and directly related to Project activities</p>	
2	Submit to Agency a request for disbursement for the amount identified in the applicable Performance Period identified Section 6 and in accordance with the Budget and Section IV of this Exhibit A	On or before June 30 th , annually
3	Participate in in-person or virtual monitoring visits with Agency Grant Manager or designee to include but not be limited to the review and/or revision of Plan, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, and effective monitoring of the summer program	Ongoing and as requested by Agency
4	<p>Comply with annual data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring and technical assistance</p> <p>Data subject to evaluation includes but is not limited to:</p> <ul style="list-style-type: none"> Student, staff, and caregiver surveys; and Staff interviews 	Ongoing and as requested by Agency
5	<p>Submit to Agency an end of summer program report using an Agency provided form to include but not be limited to the following:</p> <ul style="list-style-type: none"> Final student roster; Student attendance; Report on established set of performance measures; and Final expenditure report detailing the expenditure of Grant Funds 	On or before September 30 th , annually
6	Return unexpended funds to Agency in accordance with Section IV of this Exhibit A	Within 45 days from September 30 th , annually

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION III. PLAN AND BUDGET

Plan/Budget Adjustments. After the Plan is accepted by Agency, the Plan may be adjusted only with written approval from the Agency Grant Manager, or designee, in order to reflect agreed upon

modifications necessary for delivery measures, achievement of outcomes, and/ or effective use of Grant Funds.

Grantee must follow the approved budget as set forth in its Plan. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Budget by up to and including 10% of the category or line item without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown in the accepted Budget for each category or line item in the Budget by more than 10% of the category or line item with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant for each Performance Period. Any adjustment that results in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Grantee must submit any Plan adjustments, or Budget adjustments of more than 10% allocated for any category or line item in the Budget, to Agency using an Agency provided form. No adjustments to the Budget will bind the Agency, nor will the Agency be required to compensate Grantee in accordance with such adjustments, unless and until Agency Grant Manager, or designee, approves such adjustments in writing.

Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds expended under this Grant for each Performance Period, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS"). Administrative costs must be charged as described in this Section III regardless of any adjustments to the Budget.

Capitalized Assets. Grantee must seek and obtain Agency's prior written approval before using Grant Funds to purchase any assets or property (whether tangible or intangible) with a useful life of more than one year and a per-unit acquisition cost of \$5,000.

SECTION IV. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, upon receipt of Grantee's request for disbursement. All requests for disbursement must be submitted in EGMS by June 30th, annually.

Grantee must return any Grant Funds that remain unexpended for each Performance Period. All unexpended Grant Funds must be returned within 45 days from the end of each Performance Period annually. Any unexpended Grant Funds must be returned with a completed form, as provided by the Agency.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

ODE GRANT #14420 – SSA Summer Program Grant – Reynolds Middle School

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this exhibit.

STATE OF OREGON GRANT AGREEMENT

Grant No. 14421

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Reynolds School District 7 (“Grantee”) on behalf of Salish Ponds Elementary School, each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 327.341, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding for the creation of high-quality summer programs for students Kindergarten through 8th grade, with a specific goal to meet the strengths and needs of currently and historically underserved students.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of April 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Raquel Gwynn
255 Capitol St. NE Salem, OR 97310
Phone: 503-947-5785
raquel.gwynn@state.or.us

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201st Ave Fairview, OR 97025
Phone: 503-661-7201
aolson@rsd7.net

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the performance periods outlined in Section 6 (each a “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee Grant Funds for the Project as identified in the table below (“Grant Funds”). Agency will pay the Grant Funds from monies available through the Statewide Education Initiatives Account (“Funding Source”).

PROGRAM YEAR	PERFORMANCE PERIOD	TOTAL
Summer 2021	April 1, 2021 – September 30, 2021	\$107,902.72
Summer 2022	October 1 2021 – September 30, 2022	*\$107,902.72
Summer 2023	October 1, 2022 – September 30, 2023	*\$107,902.72

*Actual amount disbursed, if any, is subject to Agency’s receipt of adequate funding, appropriations, limitations, allotments or other expenditure authority.

Grant Funds must be used for Project activities conducted during each Performance Period and may not be carried forward to subsequent Performance Periods. Any Grant Funds unexpended at the conclusion of a Performance Period must be returned to Agency in accordance with Exhibit A.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Upon request by Agency, Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A.
- 7.1.3 If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee

under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for any Performance Period following the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 90 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a school district duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and

holding public meetings; and

- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name 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 from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following

events:

- 15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 **Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 **Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 **Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended at the end of each Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities;
- 17.4 Any Grant funds requested by Grantee as payment for deficient activities or materials; or
- 17.5 Any Grant Funds for a future Performance Period if Grantee fails to make satisfactory progress on Project activities as determined by Agency.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties..

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 Upon 30 days advance written notice to Agency; provided, however, Agency may seek remedies in accordance with Section 16.1 if a Grantee requests termination during a Performance Period or less than 30 days prior to the beginning of the subsequent Performance Period;
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant;
- 18.3.3 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable

laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.4 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this

reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Mandee Wilding, Contracting Officer

Date

Grantee

By: _____
Authorized Signature

Date

Danna Diaz

Printed Name

Superintendent

Title

93-6000836

Federal Tax ID Number

Legal Approved: 4/25/2021
Board Approved:

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email/ on file with Agency
Jake Hogue, Assistant Attorney General

04/12/2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In 2019, the Oregon Legislature enacted House Bill 3427, also known as the Student Success Act (SSA), which directed Agency to make summer program grants available to improve student achievement in schools, with a goal of improving educational opportunities for Oregon students, especially those who have been historically underserved. SSA provides a generational investment in Oregon’s schools, communities, and students.

Grantee is one of 35 schools eligible to receive Grant Funds. Eligibility was based in part on the following factors:

- Considered high poverty under Title I-A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act;
- Has significant achievement gaps; and
- Has been determined by the Agency to require additional supports and interventions based on school performance.

The overall goal of this Project is for Grantee to establish a high-quality summer learning program for historically underserved students Kindergarten through 8th grade in order to help close opportunity gaps and to focus on helping children succeed academically by participating in meaningful and enriching activities.

SECTION II. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

Grantee must use the Grant Funds only for the costs of Project activities that occur, including expenses incurred, during each Performance Period.

#	ACTIVITY	DUE DATE
1	<p>Implement a summer program that furthers the implementation, requirements, and objectives of the programs described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended).</p> <p>Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and program budget (“Budget”) for each Performance Period in accordance with the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended) and the following:</p> <ul style="list-style-type: none"> • All Project activities must further and implement the requirements and objectives described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended); • To guide Project activities and ensure progress toward Project goals, Grantee is encouraged to develop the Plan through active collaboration with stakeholders, coordination with similar programs and projects within the state of Oregon, and in alignment to its schools and district continuous improvement plans; and 	<p>By June 4, 2021 (or prior to start of summer program), and by June 15 annually thereafter</p>

ODE GRANT #14421 – SSA Summer Program Grant – Salish Ponds Elementary School

#	ACTIVITY	DUE DATE
	<ul style="list-style-type: none"> The summer program must operate at least 3 consecutive weeks with a minimum of 4 days per week and adhere to all Ready School Safe Learners (RSSL) and companion guidance, as amended. <p>Agency and Grantee will collaborate to ensure the Grantee’s proposed Plan and Budget are reasonable, necessary and directly related to Project activities</p>	
2	Submit to Agency a request for disbursement for the amount identified in the applicable Performance Period identified Section 6 and in accordance with the Budget and Section IV of this Exhibit A	On or before June 30 th , annually
3	Participate in in-person or virtual monitoring visits with Agency Grant Manager or designee to include but not be limited to the review and/or revision of Plan, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, and effective monitoring of the summer program	Ongoing and as requested by Agency
4	<p>Comply with annual data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring and technical assistance</p> <p>Data subject to evaluation includes but is not limited to:</p> <ul style="list-style-type: none"> Student, staff, and caregiver surveys; and Staff interviews 	Ongoing and as requested by Agency
5	<p>Submit to Agency an end of summer program report using an Agency provided form to include but not be limited to the following:</p> <ul style="list-style-type: none"> Final student roster; Student attendance; Report on established set of performance measures; and Final expenditure report detailing the expenditure of Grant Funds 	On or before September 30 th , annually
6	Return unexpended funds to Agency in accordance with Section IV of this Exhibit A	Within 45 days from September 30 th , annually

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION III. PLAN AND BUDGET

Plan/Budget Adjustments. After the Plan is accepted by Agency, the Plan may be adjusted only with written approval from the Agency Grant Manager, or designee, in order to reflect agreed upon modifications necessary for delivery measures, achievement of outcomes, and/ or effective use of Grant Funds.

Grantee must follow the approved budget as set forth in its Plan. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Budget by up to and including

ODE GRANT #14421 – SSA Summer Program Grant – Salish Ponds Elementary School

10% of the category or line item without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown in the accepted Budget for each category or line item in the Budget by more than 10% of the category or line item with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant for each Performance Period. Any adjustment that results in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Grantee must submit any Plan adjustments, or Budget adjustments of more than 10% allocated for any category or line item in the Budget, to Agency using an Agency provided form. No adjustments to the Budget will bind the Agency, nor will the Agency be required to compensate Grantee in accordance with such adjustments, unless and until Agency Grant Manager, or designee, approves such adjustments in writing.

Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds expended under this Grant for each Performance Period, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS"). Administrative costs must be charged as described in this Section III regardless of any adjustments to the Budget.

Capitalized Assets. Grantee must seek and obtain Agency's prior written approval before using Grant Funds to purchase any assets or property (whether tangible or intangible) with a useful life of more than one year and a per-unit acquisition cost of \$5,000.

SECTION IV. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, upon receipt of Grantee's request for disbursement. All requests for disbursement must be submitted in EGMS by June 30th, annually.

Grantee must return any Grant Funds that remain unexpended for each Performance Period. All unexpended Grant Funds must be returned within 45 days from the end of each Performance Period annually. Any unexpended Grant Funds must be returned with a completed form, as provided by the Agency.

EXHIBIT B

INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY **Required** **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE **Required** **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

To: Board of Directors

From: Dr. Alma Charles, Interim Chief Academic Officer

Prepared by: Chris Greenhalgh, Director of Instructional Technology

Subject: Grant MOU between the State Library of Oregon and Reynolds School District #7

Policy: [Funding Proposal and Applications – DD](#)

Date: May 26, 2021

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

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:

This memorandum is between the State Library of Oregon and Reynolds School District #7 for the purpose of school library collection development with a focus on equity, diversity, inclusion, and/or antiracism.

Previous Board Action:

Not Applicable

Background:

The current environment in our city, state, and nation has brought attention to the negative effects of systemic bias, implicit bias, and explicit bias against people of color in our society. Staff, families, and community members are united in a desire to make the Reynolds School District educational system more affirming of all peoples, and specifically for students of color. This requires the ability for our schools to engage students in library materials that are reflective of all races, cultures, and identities. Reynolds School District acknowledges this diversity as an asset. This MOU with the State Library of Oregon will help to support the work of the Culturally Relevant Text Committee.

Financial Implications:

The Reynolds School District will receive up to \$5,000 from the FY2020 Library Services and Technology Act grant.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommend the Reynolds School Board accept the grant and enter into the MOU with the State Library of Oregon.

Motion:

I move that the Board accepts the grant MOU with the State Library of Oregon.



State Library of Oregon

250 Winter St. NE
Salem, OR 97301-3950
503-378-4243
Fax 503-585-8059
www.oregon.gov/library

Memorandum of Understanding between the State Library of Oregon and Reynolds School District #7

April 28, 2021

This memorandum is between the State Library of Oregon (State Library) and Reynolds School District #7 for the purpose of school library collection development with a focus on equity, diversity, inclusion, and/or antiracism.

This MOU shall become effective upon signature by the authorized officials from each entity. This memorandum will expire on September 30, 2021.

The State Library agrees to:

- Direct up to \$5000 from the FY2020 Library Services and Technology Act grant to Reynolds School District #7 for the direct purpose of this memorandum.

Reynolds School District #7 agrees to:

- Adhere to the purchasing criteria listed on the [grant guide](#).
- Submit a simple status report via a form provided by the State Library indicating how much of the funds have been expended to date, by May 21, 2021.
- Acknowledge the funding source on any public-facing information or resources purchases made with these grant funds.
- Expend all funds received by August 31, 2021.
- Submit all invoices and documentation related to grant purchases to the State Library by August 31, 2021. Please ensure that the documentation adds up to at least the total grant amount, as the State Library wants all the funds expended.
- Submit a simple final report via a form provided by the State Library by September 30, 2021.

Signatures

State Library of Oregon
Buzzy Nielsen
Program Manager for Library Support

Reynolds School District #7
Name Chris Greenhalgh
Title Director of Instructional Technology

Title

Purchasing Criteria

- Funds may only be used to purchase books; titles may be in print, audiobook, and/or ebook format
- Books must be in support of one or more equity, diversity, and/or inclusion initiatives or goals; this is flexible in that it could address ebooks or audiobooks for accessibility, hi-lo books for struggling readers, materials in Spanish, books with characters or by authors that reflect the demographics of your student population, books as windows to cultures that are not heavily represented in your student population, etc.
- Funds must be spent on school library collections, and may not be used for classroom libraries, novel sets, or textbooks
- Books must be for students (versus for a staff professional collection, for example)
- No more than 3 copies of the same title in all, or 3 of the same title per school if multiple schools will receive books to add to their library collections
- Districts must use funds at the district level (such as ebooks for a shared platform) or for multiple schools; a district may not use all of the funds for one school except when the district is small and only has one school
- These costs are **NOT allowed**: operational costs; prizes or incentives; internet service or internet-connected devices (unless library ensures CIPA compliance). This is not an exhaustive list; see our Allowable Cost Guide for more details.



Maximum Allowable Grant Request

Student enrollment (ODE 2020-21 data) => Maximum allowable grant request

- 20,000 students and more => \$10,000
- 12,500 to 19,999 students => \$7,500
- 6,000 to 12,499 students => \$5,000
- 3,000 to 5,999 students => \$2,500
- 1,000 to 2,999 students => \$1,000
- 400 to 999 students (including all non-profit private schools and public charter schools with 400 or more students) => \$500
- 399 or fewer students (including all non-profit private schools and public charter schools with 399 or fewer students) = \$250

Example Spending Scenarios

- District: Purchase titles to add to an ebook platform shared by all or multiple schools 225
- District: Coordinate with library staff at a specific number of schools to

Allowable and Unallowable Costs in LSTA Grants

State Library of Oregon

Source:

2 CFR 200 – Uniform administrative requirements, cost principles, and audit requirements for federal awards, Electronic Code of Federal Regulations (e-CFR), Government Publishing Office.

Allowable and Unallowable Costs – A Quick Reference Guide

Generally, costs that are necessary and reasonable for the proper and efficient administration of a grant project are allowable costs that may be proposed as budget items in a LSTA grant application. If a cost is not allowable under local or state regulations, it will not be covered by LSTA. Costs need to be consistent with policies and procedures that apply to other activities of the organization, and be in accordance with accepted accounting principles. For brevity, we have noted one or the other but not both legal citations where applicable. The absence of an item from this FAQ guide does not imply that a cost is allowable.

Cost Associated with Grant	Allowable			e-CFR	NOTE
	Yes	No	Maybe		
General Cost Questions					
Costs incurred before the grant started			x	2 CFR§200.458	Depends on pre-award cost authorization
Fines and penalties		x		2 CFR§200.441	
Reimbursement for excess costs from a previous grant		x		2 CFR§200.453	
Grant writing for an additional year of LSTA funding paid for by current grant			x	2 CFR§200.460	Permissible only for potential federal awards and continuing LSTA grants
Fund raising		x		2 CFR§200.442	
Costs of meetings or events related to fund raising		x		2 CFR§200.442	
Grant writing to foundations, non-federal sources		x		2 CFR§200.430	
Donations / Charitable contributions		x		2 CFR§200.434	
Construction costs (planning, wiring, remodeling, architects' fees, land, siting, new furnishings)		x		Not allowed in 20 U.S.C. 9109	

Cost Associated with Grant	Allowable			e-CFR	NOTE
	Yes	No	Maybe		
Costs of Events and Meetings					
Entertainment		x		2 CFR§200.438	
Food			x		Event must be during a meeting and on the agenda as a working meal. Follow fiscal agent per diem limits. In general, avoid this cost
Alcoholic beverages		x		2 CFR§200.423	
Performers			x	2 CFR§200.438	If integral to the content of an educational program, e.g. summer reading
Salary			x		Oregon's LSTA program will not replace local salary
Work time	x			2 CFR§200.430 (8)	Hours paid for work on LSTA projects must be documented with timecards
Travel			x	2 CFR§200.474	Use fiscal agent rates and reimbursement practices. Travel related to lobbying not covered.
Location rental fees	x			2 CFR§200.465	If necessary to carry out grant activities
Marketing, Public Relations, Advertising	Yes	No	Maybe		
Advertising in news, TV, radio, etc. to recruit personnel for LSTA grant projects	x			2 CFR§200.421	
Advertising in news, TV, radio, etc. for procuring or acquiring goods, equipment, and services for the performance of LSTA grant	x			2 CFR§200.421	

Cost Associated with Grant	Allowable			e-CFR	NOTE
Advertising in news, TV, radio, etc. for a specific purpose to fulfill the grant's activities	x			2 CFR§200.421	
Advertising or promoting the library in general		x		2 CFR§200.421	
Marketing, Public Relations, Advertising cont.	Yes	No	Maybe		
Informing the public or press about a specific LSTA project	x			2 CFR§200.421	
Costs of displays, demonstrations, and exhibits			x	2 CFR§200.421	Ok only if promoting specific project.
Prizes for contests or drawings		x		2 CFR§200.421	Item should have no intrinsic value, e.g. certificate
T-shirts, mugs, pens, Frisbees, posters, magnets, and other promotional items with intrinsic value		x		2 CFR§200.421	A rare exception would be if the item directly relates to the grant and is a lot more informational than promotional.
Bookmarks, brochures, posters, other promotional materials	x			2 CFR§200.441 2 CFR§200.421	Strictly informational in nature regarding LSTA project
Promotion of general library services to people with diverse cultural and/or socioeconomic backgrounds, individuals with disabilities, and to people with limited functional literacy or information skills.	x			Purpose 4 of the Library Services and Technology Act 2010	
Promotion of general library services to persons having difficulty using a library, underserved urban and rural communities including children from families with incomes below the poverty line	x			Purpose 5 of the Library Services and Technology Act 2010	
Gifts		x		2 CFR§200.421	

Cost Associated with Grant	Allowable			e-CFR	NOTE
	Yes	No	Maybe		
Research	Yes	No	Maybe		
Planning, developing or conducting studies or surveys	x				
Focus groups	x				
Memberships / Community Involvement	Yes	No	Maybe		
Membership in an civic or community organization			x	2 CFR§200.454	Must be in grant application and requires approval of the State Library.
Membership in business, technical, and professional organizations	x			2 CFR§200.454	
Costs Associated with Districting Grants	Yes	No	Maybe		
Governmental fees (use fees, ballot filing fees, permits, etc.)		x		2 CFR§200.450	
Forming a non-profit, 501(c)3 filing fees		x		2 CFR§200.458	
Attorney fees for reviewing documents, and legal guidance.			x	2 CFR§200.459	Must be in grant application and requires approval of the State Library. Does not cover ballot review or drafting resolutions for governmental bodies
Writing ballot measures		x			
Filing election paperwork		x			
Providing a technical and factual presentation of information on the process of forming a district	x			2 CFR§200.450	Must be in grant application and requires approval of the State Library.
Costs of communicating with the public and press pertaining the specific LSTA project			x	2 CFR§200.421	As long as its informational, not urging a vote
Planning to serve unserved and underserved populations	x				
Costs of travel, meeting time relating to urging a governing body to pass a resolution or ordinance		x		2 CFR§200.450	This falls under lobbying

Cost Associated with Grant	Allowable		e-CFR	NOTE
Attempt to “influence the outcomes of any...local election, referendum, initiative or similar procedure..., including introductions of legislation”		x	2 CFR§200.450	
Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying		x	2 CFR§200.450	
Establishing, administering, or paying the expenses of a campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections		x	2 CFR§200.450	

To: Board of Directors

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

Prepared by: Rehana Nelson, Transportation Coordinator

Subject: Acceptance of Clean Diesel Grant Agreement with Oregon Department of
Environmental Quality for New School Buses

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

Date: May 26, 2021

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

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:

Staff is requesting authorization to accept the Clean Diesel Grant from the Oregon Department of Environmental Quality (DEQ). This grant will provide 30% of the funding for five new school buses, not to exceed \$198,375.

Please refer to the following attachment: Attachment A State of Oregon Department of Environmental Quality State Clean Diesel Grant Agreement

Previous Board Action:

Not Applicable

Background:

DEQ funding for this grant is provided by the federal Diesel Emissions Reduction Act (DERA). The purpose of DERA and the DEQ Clean Diesel Grant is to reduce emissions from diesel engines that do not meet the 2007 or later standards which would continue to be used if not for the grant opportunity.

Currently, we have eight buses that do not meet these emission standards. Oregon Revised Statute (ORS) 468A.796 requires that we replace, repower, or retrofit all these buses by January 1, 2025. This grant will aid in meeting this deadline and reduce the cost to the district of doing so.

The grant requires that the replaced buses be destroyed and that the new buses be paid for by June 30, 2022.

Financial Implications:

This grant is an expense reimbursement grant so the initial cost to the district is \$661,250. After reimbursement, the district capital expense will be \$462,875.

Through the State School Fund Transportation Grant, 70% of the total cost of the bus will be reimbursed over 10 years, resulting in the district receiving \$324,012.50. The final cost for these buses to the district will be approximately \$138,862.50.

The value of the grant agreement is \$198,375.

Alternatives:

The Board could decline to accept the grant, thus reducing resources for the required bus replacements to meet emissions standards by January 1, 2025.

Staff Recommendation:

Staff recommends the Board authorize acceptance of the Oregon DEQ Clean Diesel Grant for the purchase of new school buses in order to replace older diesel school buses that do not meet the 2007 standard.

Motion:

I move that the Board authorize staff to accept the Clean Diesel Grant from the Oregon Department of Environmental Quality in an amount not to exceed \$198,375 for the purpose of replacing five new buses that meet current emissions standards.

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE CLEAN DIESEL GRANT AGREEMENT**

Project Name: Reynolds School District #7 Bus Replacement
VW Environmental Mitigation Fund PCA # 11100-14613-A19203

DEQ Agreement Number 134-21

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ") and Reynolds School District #7 ("Recipient").

Recipient Data	DEQ Data
Grant Administrator: Sean Schroeder Recipient: Reynolds School District #7 (Inc.) dba Reynolds School District Address: 1204 NE 201 st Avenue Fairview, OR, 97024-9642 Phone: (503) 492-4921 x3442 Email: SSchroeder@rsd7.net DUNS: 086622719 Recipient's Taxpayer ID# : 93-6000836	Grant Administrator: Lynda Viray Organization: Department of Environmental Quality Address: 700 NE Multnomah Street Portland, OR 97232 Phone: (503) 229-5159 Email: lynda.viray@oregon.gov

1. **Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it or, if approval by the Oregon Department of Justice ("DOJ") is required, on the date it is approved by DOJ, whichever date is later (the "Effective Date"). Recipient agrees to complete the Project (described in Exhibit A) no later than **June 30, 2022** ("Project Completion Deadline") (the time period from the Effective Date through the Project Completion Deadline, the "Project Period"). Recipient must submit all invoices for disbursement of Grant funds under Section 4 **no later than 45 days from Project Completion Deadline** (the "Invoice Deadline"). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
2. **Agreement Documents.** This Agreement consists of this document and the attached Exhibits: Exhibit A (Project Requirements), Exhibit B (Payment Request and Certification), which are listed in descending order of precedence. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control.
3. **Grant Funds and Match.**
 - (a) DEQ funding for this Agreement is provided through a State Clean Diesel Grant issued to DEQ as a result of the settlement of claims made against Volkswagen America. Subject to the terms and conditions of this Agreement, DEQ will reimburse Recipient the lesser of 30% of the purchase price or \$50,000, for each replacement school bus purchased during the Project Period by Recipient, as further described in and subject to the requirements of Exhibit A, provided that the total reimbursement under this Agreement will not exceed **\$198,375** (the "Grant").
 - (b) Recipient agrees to provide matching funds at least equal to the portion of the purchase price of each replacement school bus in excess of the Grant funds made available under this Agreement. Recipient can and is encouraged to provide additional matching funds in excess of the minimum set forth above. Funds from a federal source are eligible as match – but **must** be called out and distinguished from other match funds. Current match expenditures must be reported with all invoices.
4. **Disbursements and Expenses.**
 - (a) This is an expense reimbursement Grant. Disbursements for reimbursement of the purchase price of replacement school buses will be made only in accordance with the schedule and requirements contained in this Section 4 and subject to the conditions set forth in this Agreement. Supporting documentation must be provided for purchase price expenses for which reimbursement is claimed and for all expenses satisfying cash match requirements. This includes, but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; and copies of paid invoices for equipment, when applicable. The reimbursement request must be made on a completed and signed Payment Request and Certification Form (Exhibit B).
 - (b) Recipient may submit monthly reimbursement requests for purchase price expense reimbursement. Reimbursement requests must be accompanied by invoices that itemize and explain all purchase price expenses for which reimbursement is claimed and all expenses satisfying cash match requirements. Reimbursement requests must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested and for all expenses satisfying cash match requirements. Recipient may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement nor may expenses used to satisfy any cash match requirement under this Agreement be used to satisfy the match or cost sharing requirement of any other project or program. Invoices and receipts must be submitted with the Payment Request and Certification (Exhibit B).

Reimbursement requests and related invoices for reimbursement of expenses occurring in a State fiscal year (July 1 to June 30) must be received no later than the following July 15th. Reimbursement requests and related invoices must be sent electronically to DEQEXP@deq.state.or.us. Reimbursement requests, together with the

supporting documentation (i.e., invoices and receipts) are subject to the review and approval of the DEQ Grant Administrator. In addition, all payments are subject to Section 7. Payments will be sent to: **Sean Schroeder, Reynolds School District #7 (Inc) dba Reynolds School District, 1204 NE 201st Avenue, Fairview, OR, 97024-9642.**

DEQ may withhold up to 10% of the Grant amount until Recipient has submitted, and DEQ has accepted, the Final Report on the Project (as required and described in Section 11) and a Final Payment Request and Certification. DEQ in its sole discretion may release retention amounts withheld at anytime.

- (c) Notwithstanding Sections 4(a) and 4(b) above and the disbursement conditions of Section 7 below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.
5. **Recovery of Grant Funds.** Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.
 6. **Recipient's Representations And Warranties.** Recipient represents and warrants to DEQ as follows:
 - (a) Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
 - (b) The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
 - (c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
 - (d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 7. **Conditions Precedent to Each Disbursement.** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (a) DEQ has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - (b) Recipient is in compliance with the reporting requirements described in Section 11;
 - (c) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement, with the same effects as though made on the date of disbursement.; and
 - (d) Recipient is not in default under Section 17.
 8. **Contracts.** Recipient may enter into contracts to implement the Project without obtaining prior written consent from the DEQ's Grant Administrator. Recipient is not relieved of any duties under this Agreement when it enters into contracts to implement the Project. Recipient must ensure that terms applicable to Recipient apply also to subcontractors.
 9. **Project.** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement no later than the Project Completion Deadline; provided, however, that if the total amount of the Grant is not available solely because the conditions set forth in Section 7(a) are not satisfied, Recipient will not be required to complete the Project.
 10. **Grant Requirements.** All equipment and materials purchased with Grant funds made available by this Agreement must be used as a school bus as defined in OAR 581-53-0003(33). In addition, Recipient shall comply with the following requirements:
 - (a) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition and in compliance with state public contracting laws, as applicable. Contract awards shall be made to the bidder whose bid is responsive to the solicitation and is most advantageous to Recipient, price, quality and other factors considered.
 - (b) Equipment acquired by Recipient and funded in whole or in part by this Grant is intended to achieve diesel emissions reductions until the equipment is no longer capable of achieving the verified or certified reduction of diesel emissions. Recipient must continue to use the equipment for its intended purpose of achieving verified or certified reduction in diesel emissions after the end of the Project Period, as specified in Exhibit A, Project Requirements, Paragraph 6.
 - (c) Title to equipment acquired by Recipient and funded in whole or in part with this Grant shall vest in Recipient. All equipment and materials purchased with funds made available by this Agreement must be used as a school bus as defined in OAR 581-53-0003(33). Recipient shall immediately notify DEQ of any equipment acquired by Recipient and

funded in whole or in part with this Grant that is removed from service on or before the third anniversary of the Project Completion Deadline. Equipment records shall be maintained accurately.

- (d) When acquiring replacement equipment, Recipient may sell the equipment to be replaced as scrap. Equipment sold as scrap must, as part of the scrapping process, be rendered inoperable for transportation purposes and made available for recycle. The proceeds of any sale must be used as cash match under this Agreement.
- (e) Recipient shall, at a minimum, maintain insurance coverage for equipment acquired with Grant funds equivalent to the coverage Recipient maintains for other similar property owned by Recipient.
- (f) Recipient shall establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement. Conflicts of Interest must be disclosed in writing to the DEQ Grant Administrator within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

11. Reporting.

- (a) Recipient must submit quarterly Project Status Reports no later than ten (10) calendar days after the end of each federal fiscal quarter during the Project Period. **Project Status Report due dates for this Agreement are January 10th, April 10th, July 10th and October 10th of each year during the Project Period.** The Project Status Reports must address the progress made towards the Project goals, including a description of the vehicles purchased or scrapped. In general, the Project Status Reports must also include summary information on technical progress (outputs and outcomes), the successes and lessons learned from the Project to date and the planned activities for the next federal fiscal quarter.
- (b) Recipient must submit a Final Report to the DEQ Grant Administrator no later than the Invoice Deadline. The Final Report must include a summary of the Project including a list of the replacement buses identified by serial number, engine family number and horsepower of the engine. The Report must also describe actual results (outputs and outcomes) and costs, the successes and lessons learned for the entire Project, documentation to demonstrate each replacement is not due to normal attrition, evidence of scrapping the replaced buses, reporting of program income as well as a summary of all categories of information required for the quarterly Project Status Reports.
- (c) Recipient must provide a yearly report for three (3) years after the Project Completion Deadline containing the information required in Section 6 in Exhibit A.

Recipient will immediately notify the DEQ Grant Administrator of any problems, delays or adverse conditions which might materially impair its ability to deliver on the outputs/outcomes specified in this Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

Recipient agrees that it will notify the DEQ Grant Administrator of any favorable developments which might enable meeting schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

- 12. Record Maintenance and Access.** Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance. DEQ, the Oregon Secretary of State's Office, and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following the end of the Project Period, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 13. Compliance with Applicable Law.** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project or Recipient's activities under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B, and ORS 279C, as applicable to Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

- 14. Recycled Material Use.** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as the term "recycled product" is defined in ORS 279A.010(1)(ii)).

15. Indemnity.

- (a) Recipient shall defend, save, hold harmless, and indemnify the State of Oregon and DEQ and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

(b) This Section 15 shall survive termination of this Agreement.

16. Termination.

- (a) This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to Recipient.
- (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, (i) if DEQ fails to receive sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make payments under this Agreement, (ii) if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (iii) in accordance with Section 18.

17. Default by Recipient. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- (b) Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
- (c) Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 20 consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

18. Remedies Upon Default. If Recipient's default under Section 17(a) or 17(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section 17(c) or 17(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.

19. Intangible Property. Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. For any such work, Recipient grants to DEQ a nonexclusive, irrevocable, perpetual, royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.

20. No Implied Waiver, Cumulative Remedies. The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.

21. Notices. Any notification under this Agreement shall be in writing, and provided to the party to be notified only by one of the following methods: in-person; U.S. mail, postage prepaid; or email. Notices mailed or emailed must be sent to the address or email address set forth in this Agreement on page 1. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system.

22. Amendments. The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. DEQ will not consider a request for an amendment to this Agreement from Recipient unless (a) the request is submitted in writing to the DEQ Grant Administrator and includes a justification for the amendment and (b) the request is received at least thirty (30) calendar days before the end of the Project Period.

23. Assignment; Successors and Assigns. Recipient may not assign or transfer its interest in this Agreement without the prior written consent of DEQ and any attempt by Recipient to assign or transfer its interest in this Agreement without such

consent will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

- 24. Survival.** All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than those rights or obligations in sections 5, 10, 12, 15, 20, and 21 and those that by their nature or express terms are intended to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the parties under this Agreement prior to termination.
- 25. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 26. Governing Law; Venue; Consent to Jurisdiction.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 27. Alternative Dispute Resolution.** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement at the lowest level. This may be done at any management level, including at a level higher than persons directly responsible for the administration of this Agreement. In addition, the parties may agree to utilize a jointly-selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 28. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 29. Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 30. Independent Contractors.** DEQ and Recipient agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 31. Severability.** DEQ and Recipient agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 32. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. DEQ ENTERS INTO THIS AGREEMENT UNDER THE AUTHORITY OF OREGON REVISED STATUTES 190.110, 459.053(7), 459A.120 or 468A.805.

AGREED BY RECIPIENT:

Rehana Nelson, Transportation Coordinator

Date

AGREED BY DEQ:

Jennifer Wigal, Acting Deputy Director- DPO

Date

11100-14613-A19203
Index-PCA-Pjt

APPROVED AS TO LEGAL SUFFICIENCY

Approved via email by Sam Zeigler dated 2/23/2021

EXHIBIT A

Oregon Department of Environmental Quality VW Environmental Mitigation School Bus Grant	
Recipient: Reynolds School District #7 (Inc.) dba Reynolds School District	DEQ Agreement No. 134-21

BACKGROUND Diesel is the dominant fuel used by many sectors of the American economy. Diesel engines offer fuel economy, power and durability that is highly valued in many commercial and industrial applications.

While the operational advantages of diesel are clear, diesel engines emit a disproportionate amount of nitrogen oxides and particulate matter, and other toxic air pollutants compared to even gasoline engines. Diesel exhaust contains dozens of toxic substances but one of the leading concerns is the particulate matter that is very small in size (< 2.5 microns - a typical human hair is 70 microns). The small size makes it highly breathable to the deepest part of the lungs. Because of their small size and comparatively large surface area other substances are also absorbed onto these ultra-fine particles, increasing overall toxicity.

Increasingly medical studies link diesel particulate matter to serious public health impacts that range from aggravating asthma to heart and lung problems, cancer and premature mortality. Diesel exhaust also has environmental significance as a global warming contributor as well as adding to visibility impairment and regional haze. Oregonians have an increased risk for these and other health effects at present levels of exposure in everyday life - many times above public health benchmarks. Federal regulations and cleaner fuels are addressing diesel exhaust over time, but existing diesel engines will continue to pollute for another 30 years before older, dirtier engines are removed from service. Replacing older vehicles with low emitting newer vehicles is a cost effective strategy to improve public health.

This Grant provides funding for the replacement of school buses with late model, low emission buses. Expected outputs will be a reduction in diesel particulate matter, and increased awareness of and support for future clean diesel projects with a greater adoption of cleaner vehicles, ultimately leading to widespread health and welfare improvements from reduced emissions.

PROJECT REQUIREMENTS

1. Recipient has conducted a review of its fleet to determine the best candidates for replacement considering the age of the vehicle or equipment, the type of engine, the type of use, and the annual hours used. The vehicles selected for replacement under this Agreement are shown below. Any changes to the list of vehicles must be approved by the DEQ Grant Administrator before work can proceed.

Reynolds School District #7	School Bus List			
Vehicle Identification Number	Bus Number	Engine Mfr.	Engine Model	Engine Model Year
1BABNBKA26F236578	7	CAT	C7	2005
1BABNBKA76F235152	55	CAT	C7	2005
1BABNBKA06F235154	57	CAT	C7	2005
1BABNBKA26F235155	58	CAT	C7	2005
1BABNBKA46F235156	59	CAT	C7	2005

2. For purposes of this Agreement, the purchase price of a replacement bus is the price paid for the bus as well as the cost of modifications, attachments, accessories or auxiliary apparatus necessary to make the bus usable for the purpose of transporting children to and from school. Other charges, such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the purchase price in accordance with Recipient's regular accounting practices.
3. Recipient represents and warrants to DEQ that replacement of each of the buses identified above would not have occurred through normal attrition. Normal attrition is defined as replacement that is scheduled to take place within three years following the Effective Date. Recipient further represents and warrants to DEQ that each of the buses identified above has operated in Oregon during the year preceding the Effective Date. Recipient shall provide DEQ with written documentation confirming the foregoing representations and warranties.
4. In compliance with all applicable state and local procurement regulations, Recipient must purchase one replacement bus for each of the buses identified above that will perform the same function and operation as the bus being replaced. The replacement buses must be new (with Recipient as the first owner) and equipped with an engine certified to meet or emit less than the emission standards outlined in 40 CFR 86.007-11 for heavy-duty model year 2010 and later engines. Each

replacement bus must be of the same type and similar gross vehicle weight rating or horsepower as the bus being replaced. **Horsepower increases of more than 25% require written approval of the DEQ Grant Administrator.**

5. The bus and engine being replaced must be scrapped and rendered permanently disabled and made available for recycle. Drilling a 3 inch hole in the engine block and manifold and disabling the chassis is an acceptable scrapping method. Disabling the chassis may be completed by cutting the frame/frame rails on each side at a point located between the front and rear axles. Other methods may be considered and will require prior DEQ approval. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g., seats, tires, etc.). If scrapped or salvaged vehicles/parts are to be sold, program income must be reported and can only be used toward meeting match requirements.
6. During the three years following the Project Completion Deadline, more than 50% of Recipient's use of each replacement bus must be in Oregon. During the three years following the Project Completion Deadline Recipient shall report to DEQ no later than June 30th of each year for the year then-ended, the total annual vehicle miles or hours used and annual vehicle miles traveled in Oregon for each replacement bus.
7. During the three (3) years following the Project Completion Deadline, Recipient shall maintain the replacement buses to manufacturer's specifications and make them available to DEQ for inspection. For each replacement bus, Recipient shall maintain records on vehicle maintenance, the total annual vehicle miles traveled, the total annual number of miles traveled in Oregon.

EXHIBIT B
Oregon Department of Environmental Quality
VW Environmental Mitigation School Bus Grant
PAYMENT REQUEST AND CERTIFICATION

Recipient Name: Reynolds School District #7 (Inc.) dba Reynolds School District DEQ Grant Agreement # 134-21

Recipient DUNS #: 086622719

Recipient Address: 1204 NE 201st Avenue, Fairview, OR, 97024-9642

Recipient Grant Administrator Name/ Phone: Sean Schroeder, (503) 492-4921 x3442

Total Amount of Grant Award: \$198,375

Total Amount of Match provided by Recipient: \$

Total Amount of Match (Federal) \$

Total Amount of Match (Non-Federal) \$

Total Payments Received to Date: \$

Amount of this Request: \$ _____

=====

RECIPIENT CERTIFICATION

1. I certify that the equipment purchased and installed with funds provided by this Agreement was for the early replacement of diesel powered school buses used to transport children to and from school and other locations related to meeting the educational and instructional goals of the district.

2. **I certify that this certification is true and correct and that all expenditures reported have been made in accordance with the terms and provisions contained in the Agreement.**

Recipient Signature: _____
(PRINTED NAME AND SIGNATURE)

APPROVED FOR PAYMENT:	DEQ Grant Administrator: _____	Date _____
	DEQ Program Manager: _____	Date _____

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Regina Sampson, Interim Director of Financial Services

Subject: Special Procurement – ESS Contract Addendum

Policy: [Special Procurement and Exemptions from Competitive Bidding – DJC-AR](#)

Date: May 26, 2021

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 District uses substitutes to cover for sick and other leave of our employees who work in our schools. The substitute staffing services for the District has been handled by EMS SubDesk LLC of Hillsboro, Oregon

This proposal seeks approval of the ESS contract addendum extending the term to June 30, 2022.

Please refer to the following attachments:

- ESS Reynolds Executed Agreement
- ESS Reynolds Addendum 2020-21
- ESS Reynolds Addendum 2021-22

Previous Board Action:

- August 28, 2019 – Board Authorized Expenditure in Excess of \$150,000 for Substitute Services

- October 28, 2020 – Board authorized the approval of the ESS contract addendum to extend the contract for substitute services to June 30, 2021

Background:

In 2016, the Board received information supporting a decision to contract with a third-party provider to improve vacancy fill rates, coordinate substitutes working across multiple districts, and track assignment requests and reduce processing tasks for the District.

2021-22 will be year three of the agreement with EMS SubDesk LLC.

Financial Implications:

The 2021-22 budget includes allocations to cover contracted substitute services based upon estimates of usage. There is \$2.65 million budgeted in the proposed budget for contracted substitute services across all funds for 2021-22.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends that the Board authorize the contract addendum to extend the ESS Contract to June 30, 2022 for substitute services.

Motion:

I move that the Board authorize the approval of the ESS contract addendum to extend the contract for substitute services to June 30, 2022.

ESS West, LLC

SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of February 25, 2019, by and between **ESS West, LLC** (the "Company") located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Reynolds School District** located at 1204 NE 201st Avenue, Fairview, OR 97024 (hereinafter referred to as "LEA" for Local Education Agency). This Agreement was cooperatively procured under David Douglas School District RFP 8.15.16.1 pursuant to ORS 279A.215.

Background

The Company is in the business of providing substitute teachers for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows: 244

1. Provision of Substitute Staff. The Company shall be the exclusive provider of substitute teachers and other staff (**hereinafter "Substitute Staff"**) to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Substitute Staff to the LEA for all agreed upon positions. All or any placement of Substitute Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA will provide a list of staff which the LEA has employed prior to the Agreement which the LEA desires to remain in the pool of Substitute Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Substitute Staff of the LEA meet the state requirements to serve as Substitute Staff (ex. Criminal history, Blocks) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Substitute Staff will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company's responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Substitute Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Substitute Staff as Employees of the Company All Substitute Staff provided by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting:

2.1 The Company shall maintain all needed personnel and payroll records for the Substitute Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Staff; The Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an “employer” with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers’ compensation insurance coverage for the Substitute Staff in such amounts as may be required by law; and

2.4 Substitute Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA’s employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Substitute Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Substitute Staff’s credentials to the county or state department of education office to obtain the Substitute Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

245

3. The Company’s Obligations

3.1 The Company will act in good faith to provide Substitute Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA, (b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Substitute Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company’s fees.

3.3 The Company seeks to provide Substitute Staff that are trained for the requested positions. The Company will provide Substitute Staff training as required by the State, including as applicable, classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Staff. For existing LEA staff, the Company shall provide training as requested by the LEA for a fee equal to the Company’s actual cost.

3.4 The Company expects that the Substitute Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company via the company electronic portal that a Substitute Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Substitute Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

3.5 The Company shall not subcontract any of the work required by this Agreement or assign or transfer any of its interest in this Agreement, without the prior written consent of the LEA, which may be withheld without cause. The LEA may withhold such consent for any or no reason. In addition to any other provisions the LEA may require, Company shall require of any permitted subcontractor under this Agreement, that the subcontractor be bound by all the same terms and conditions of this Agreement. Such subcontracts are solely between the Company and the subcontractor and shall not have any binding effect on the LEA. This Agreement is not assignable by the Company, either whole or in part, unless Company has obtained the prior written consent of the LEA.

3.6 Company shall certify status as an independent contractor in accordance with Exhibit 5. 246
Company shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

3.7 The LEA and Company are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

3.8 The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

3.9 In the event of nonperformance under this Agreement, the LEA, after seven (7) days' written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Company. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.

4. The LEA's Obligations. In connection with Substitute Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Substitute Staff as needed to allow the Substitute Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations. Provide office space within the LEA for the Company onsite manager;

4.3 Provide Substitute Staff with (i) adequate information, training, and safety equipment with

respect to hazardous substances and any inherent dangers of the workplace (including known violent students), (ii) emergency procedures, and (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Substitute Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Substitute Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by an LEA teacher; 247

4.7 If Substitute Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate password security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records;

4.9 Not promise any Substitute Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;

4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Substitute Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the LEA or building supervisory contact information;

4.13 To the extent possible, LEA should encourage its staff to notify the Company as soon as possible of the staff's absence, but no later than 6 a.m. daily or 3 hours prior to the start of the class, whichever is earlier, through the protocols established by the Company for such notice; provided, however, the Company and the LEA recognize that the need for a substitute may occur after the above times and that in such cases the Company will use best efforts to find a substitute for such LEA requests. Calculation of fill rate will be based only on full day substitute staff who enter absences on or before midnight (12:00 am) prior to the day of absence.

4.14 Comply with all Company policies and procedures to accurately invoice the LEA, process the

daily record keeping and other tasks necessary for the Company to administer and track Substitute Staff, including but not limited to, sign in and out procedures and related records;

4.15 The LEA shall be solely responsible to control staff absences and any budgetary impact resulting therefrom;

4.16 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.17 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company; (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts;

4.18 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.19 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA. The LEA understands 248 that failure to cooperate in this regard may lead to a delay in services.

4.20 In the event of a complaint concerning Substitute Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the LEA by the Company. The Company shall indemnify and hold the LEA's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the LEA. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.

5.2 Indemnification of the Company by the LEA. The LEA shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification

may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Governmental Immunity and Limitations. Nothing contained herein shall be construed as waiving the LEA's immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G Chapter 7 Part 1 through Part 9.

5.6 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

249

6.1. The Company's Pricing Plan, The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Staff, not scheduled time. Company will comply with state laws, if any, requiring paid leave. For all years under this Agreement, licensed substitute salary rates will match or exceed the ODE calculated rate. Other substitute salary rates will be negotiated as part of each yearly Agreement extension.

Company will invoice the LEA for: The salary of the substitute, **plus a 25% payroll fee.** The payroll fee includes the cost for employer paid taxes on the substitute salaries and associated benefits, as well as administrative costs including purchasing licenses to the Absence Reporting Software, Applicant Tracking, Job Fair and recruiting, support and service, custom reports and any other services that are part of the Company's Absence Reporting/Substitute Placement Services.

6.2 If the Agreement is renewed, payroll fee percentage may be increased by up to 1% per year starting with the second year of the agreement. Company must submit to LEA any proposed cost adjustments at least 30 days before the proposed effective date of such increases with a detailed explanation for each adjustment. The Company may change the Pricing Plan in the event that government (local, state or federal) mandated labor costs, including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. LEA reserves the right to reject any changes to this Agreement it deems unacceptable.

6.3 Based on an agreed estimate in substitute wages for each school year, Company may request a prepayment of the anticipated payroll fee starting July 15 of each year.

6.4 The maximum not to exceed amount payable under this Agreement shall not exceed \$5,000,000 per Agreement year.

6.5 Affordable Care Act. The Patient Protection and Affordable Care Act (“ACA”) became effective January 1, 2014. The ACA has a look back period that determines Substitute Staff eligibility for healthcare insurance coverage that shall begin on the beginning of this Agreement.

6.6 As required by ORS 279B.220, the Company shall: Make payment promptly, as due, to all persons supplying to such Company labor or material for the prosecution of the work provided for this Agreement. Pay all contributions or amounts due the Industrial Accident Fund by the Company or subcontractors, if permitted, incurred in the performance of this Agreement. Not permit any lien or claim to be filed or prosecuted against the LEA on account of any labor or material furnished. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Company fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, the LEA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Company by reason of such Agreement.

The payment of a claim in this manner shall not relieve the Company or the Company's surety, if any, from obligation with respect to any unpaid claims. 250

6.7 Hours of Labor (Required by ORS 279B.020, 279B.235). Company shall not require or permit its workers to work in excess of 10 hours in any one day or 40 hours in any one week, except in cases of necessity or emergency or when the LEA absolutely requires it.

Company shall pay at least time and a half for all overtime worked in excess of ten hours a day or 40 hours in any one week and for all work performed on Saturday and the legal holidays set for in ORS 279B.020(1)(b). This section does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

6.8 Use or Employment of Substitute Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup. Failure of the LEA to promptly notify the Company that it has employed Substitute Staff may result in the Company continuing to pay wages to the Substitute Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Substitute Staff, lost markup, and reasonable collection costs.

6.9 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement, without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor

any corporate employee of the Company (i.e. employee working for Company in a role other than as “Substitute Staff”) with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, “Company” also includes Source 4 Solutions LLC.

6.10 Payment. The LEA shall pay the Company (ESS) upon receipt of invoice via an ACH Debit initiated by Company. If the LEA is unable to provide an ACH initiated by Company, the LEA can elect to provide an ACH, wire transfer, or check. Payment not received within thirty (30) business days after receipt of invoice will be subject to a \$25.00 late fee and 1% per month service charge. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will not delay payment and will be applied to the following invoice. LEA shall be liable for all of the Company’s reasonable costs of collection, including reasonable attorneys’ fees, both (i) and (ii) to apply without any prior notice requirement.

6.11 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on **July 1, 2019** and shall remain in effect through June 30, 2020. Thereafter, the Agreement shall automatically renew on a yearly basis after the term for up to four (4) years unless either party provides written notice of termination at least one hundred and twenty (120) days prior to the end of the fiscal school year. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student or LEA employee physically or verbally assault or injure a Company’s employee, and the LEA does not respond to the incident to the Company’s satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

251

7.1 The LEA in its sole discretion may terminate this Agreement for any reason on 30 days’ written notice to Company. The LEA may terminate this Agreement immediately by written notice to Company upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Company must hold to provide services under this Agreement.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers’ compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Staff are performed as required under ORS 279B.230, and ORS 656.017 or employers that are exempt under ORS 656.126. See Contractor Exemption Certification – if you believe you may be exempt from this requirement.;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems (“Confidential Information”). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

10. Absentee Management System; Data and Intellectual Property. To provide Substitute Staff, 252 Company may utilize its own or the LEA’s absentee management system (hereinafter “System”) as it is agreed between the parties. Under either method, the Company owns all employee and absence management information data related to Substitute Staff. If the Company utilizes the LEA’s System, the LEA shall allow and authorize the Company full access to the System (sometimes referred to as “Super User” status) throughout the term of the Agreement and for thirty days after termination. In the event this Agreement is terminated, Company shall have thirty (30) days to remove Company data from the System. All Company data, intellectual property, including processes, procedures and knowhow, trademarks and copyrights, are and shall remain the sole property of the Company.

11. When Work is Performed on LEA Property, Company shall comply with the following:

11.1 **Identification.** Contractors performing work on LEA property or for the LEA shall be in appropriate attire all times. In addition, all such persons shall carry photo identification and will present such to anyone on request. If such identification cannot be produced by Company, or is not acceptable to the LEA, the LEA may provide at its sole discretion, such identification tags to Company. Company shall bear the entire cost of producing and assigning such identification.

11.2 **Uniforms.** Contractors that do not have specific uniforms for employees shall provide identification tags as described above, and/or any other mechanism, that the LEA in its sole discretion determines is required to easily identify Contractors.

11.3 As required by schools served by the LEA, on each day of work Company's employees shall sign into the Main Office to receive an in-school identification/visitor tag to be displayed on the person at all times they are in the school or other location.

11.4 **No Smoking.** Smoking or other use of tobacco is prohibited on LEA property.

11.5 **No Drugs.** LEA property sites and schools served by the LEA are drug-free zones.

11.6 **No Weapons or Firearms.** Except as provided by Oregon statutes and LEA policy,

weapons and firearms are prohibited on LEA property.

11.7 **Safety.** Prior to instituting work on LEA property, Company, its subcontractors, and suppliers shall review the safety and security policies issued by the LEA's Risk Management Department and shall comply with those policies while on LEA property.

11.8 **Confidentiality.** Company will not disclose any information or records regarding students or their families that Company may learn or obtain in the course and scope of Company's performance of this Agreement.

11.9 **No Unsupervised Contact with Students.** "Unsupervised contact with students" means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Company will ensure that Company, any subcontractors, and their officers, agents, and employees who will have any direct unsupervised contact with students while on LEA property have passed a third-party background screening. Company will enlist the services of a third party background screening provider to perform FBI fingerprint, Social Security Number verification, and investigate criminal arrests and conviction records in all counties reported by the Company's employe(s) for the five year period immediately prior to the date Company's employee is hired by the Company. In addition, Company authorizes the LEA to obtain information about Company and Company's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Company that will have unsupervised contact with students. Company will provide results of the screenings to LEA no later than 4 weeks from the start date of the Company's employee. Company also agrees to cause Company's employees and/or subcontractors, if any, to authorize the LEA to conduct such background checks. Company shall pay all fees assessed by Oregon Department of Education for processing the background check. The LEA may deduct the cost of such fees from a progress or final payment to the Company under this Agreement, unless the Company elects to pay such fees directly. 253

11.10 **FERPA Redislosure.** The Parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict penalties for improper disclosure or redislosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 U.S.C. § 1232g; 34 CFR Part 99). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be redislosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement, except as may be required or authorized by law.

11.11 **Anti-discrimination Clause.** Company must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Company shall not discriminate against minority-owned, women-owned, or emerging small businesses.

11.12 **Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party

shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the LEA metropolitan area for the type of legal services performed.

11.13 **Rule of Construction.** The rule of construction that a Agreement is construed against the drafter shall not apply to any dispute over the interpretation of application of the Agreement.

11.14 **Notices.** All notices or demands of any kind required or desired to be given by LEA or Company 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 noted below.

LEA – Attn: Jennifer Ellis / 1204 NE 201st Avenue, Fairview, OR 97024

ESS West – Attn: Scott Cummins / 1915 NE Stucki Ave, #260, Hillsboro, OR 97006

12. Miscellaneous

12.1 **Amendments; Waivers.** This Agreement may be amended as agreed between the parties. 254 No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

12.2 **Notices.** Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

12.3 **Governing Law.** This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state.

12.4 **Language Construction.** The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

12.5 **Payment of Fees.** In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable

attorneys' fees and costs.

12.6 **Force Majeure.** Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

12.7 **Access to Records.** The Company agrees that the LEA and its authorized representatives shall have access to the books, documents, papers, and records of the Company which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Company shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Company shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Company's performance.

Company acknowledges and agrees that the LEA's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Company that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Company shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. 255

12.8 **Ownership of Work.** All work products created by the Company as part of Company's performance of this Agreement, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the LEA. If any such work products contain intellectual property of the Company that is or could be protected by federal copyright, patent, or trademark laws, Company hereby grants the LEA a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The LEA shall have no rights in any pre-existing work product of Company provided to the LEA by Company in the performance of this Agreement except to copy, use, and re-use any such work product for LEA use only.

If this Agreement is terminated by either party or by default, the LEA, in addition to any other rights provided by this Agreement, may require the Company to transfer and deliver such partially completed work products, reports, or other documentation that the Company has specifically developed or specifically acquired for the performance of this Agreement.

12.9 **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

12.10 **Signature by Facsimile.** An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

12.11 **Assignment.** No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in

connection with a sale or other disposition of all or substantially all of its business and may assign custodial services to Custodial Services, LLC.

12.12 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

12.13 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

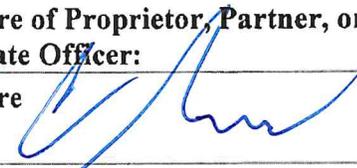
12.14 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

12.15 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

12.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties 256 with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

CONTRACTOR DATA AND SIGNATURE

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

Name of Proprietor, Partnership, or Corporation	Signature of Proprietor, Partner, or Corporate Officer:	
Business Name ESS West, LLC	Signature 	
Street Address 1915 NE Stucki Ave #260, Beaverton, OR 97006	Printed Name of Signatory Charlie Spencer	
Mailing Address 1915 NE Stucki Ave #260, Beaverton, OR 97006	Title Executive Vice President	
City, State, and Zip Code	Date Signed	10-30-19
Phone Number 503-208-7454	Fax Number	257
E-mail Address cspencer@ess.com		
Federal Tax ID Number Or Social Security # 47-3715295	State of Incorporation Delaware	
Business Designation (check one): <input type="checkbox"/> Individual <input checked="" type="checkbox"/> <u>Partnership</u> <input type="checkbox"/> Joint Venture Sole <input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____ <i>If a Joint Venture, attach verification that all parties to the joint venture accept the terms, and agree to perform services under this Agreement. The attached page must contain signatures of all parties to the joint venture.</i>		
Is Contractor a nonresident alien? YES <u>NO</u>		

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

NOTE: Contractor must also sign Exhibit 2 and (if attached) Exhibit 3.

Contractor Signature



Name:

10-30-19

Date

**EXHIBIT 1
INSURANCE REQUIREMENTS**

Agency shall at all times maintain in force, at Agency's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to 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 must have this insurance unless exempt under ORS 656.027 (see Exhibit 4).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Agency does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required by DISTRICT Not required by DISTRICT

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000,

\$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required by DISTRICT Not required by DISTRICT

258

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by Not required by

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Agency shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Agreement. Agency's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Agency shall furnish a current Certificate(s) of Insurance to the LEA prior to Agreement execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Agency's insurer to the LEA. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the LEA, its agents, officers, and employees are Additional Insureds with respect to Agency's services to be provided under this Agreement. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until the LEA receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the LEA.

EXHIBIT 3

Workers' Compensation Exemption Certificate

(To be used only when Agency claims to be exempt from Workers' Compensation coverage requirements.)

Agency is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

SOLE PROPRIETOR

- o Agency is a sole proprietor, and
- o Agency has no employees, and
- o Agency will not hire employees to perform this Agreement.

CORPORATION - FOR PROFIT

- o Agency's business is incorporated, and
- o All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- o All work will be performed by the officers and directors; Agency will not hire other employees to perform this Agreement.

CORPORATION - NONPROFIT

- o Agency's business is incorporated as a nonprofit corporation, and
- o Agency has no employees; all work is performed by volunteers, and
- o Agency will not hire employees to perform this Agreement.

260

PARTNERSHIP

- o Agency is a partnership, and
- o Agency has no employees, and
- o All work will be performed by the partners; Agency will not hire employees to perform this Agreement, and
- o Agency is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- o Agency is a limited liability company, and
- o Agency has no employees, and
- o All work will be performed by the members; Agency will not hire employees to perform this Agreement, and
- o If Agency has more than one member, Agency is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR 436-050-0005(28), a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

Agency Printed Name

Agency Signature

Agency Title

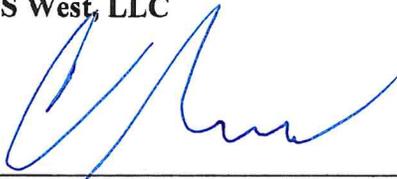
Date

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

261

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ESS West, LLC

By 
Charles Spencer, Executive V.P.

Date 10-30-19

Reynolds School District

262

By 
Signature

Dawn Lopez, COO
Name and Title

Date 8/29/19

ADDENDUM TO EXTEND AGREEMENT

This is an Addendum to an Agreement between **ESS West, LLC**, a Delaware limited liability company (the "Company") located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Reynolds School District** (hereinafter referred to as "LEA" for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2020;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2021 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2020 through June 30, 2021;
2. Effective July 1, 2020, Addendum "A" to the Agreement, Pricing, is amended as per the attached revised Addendum "A";
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Reynolds School District

By _____
Signature

Name and Title

Date _____

ESS West, LLC

By Steve Gritzuk
Steve Gritzuk, Chief Operating Officer

**EXHIBIT A
Pricing Plan**

Description		Pay Rate	Bill Rate
Full Day Long Term Substitute Teacher	FD	\$222.72	\$278.40
Full Day Licensed Teacher	FD	\$189.32	\$236.65
Half Day Long Term Substitute Teacher	HD	\$111.36	\$139.20
Half Day Licensed Teacher	HD	\$94.66	\$118.33
Hourly Licensed Teacher	HRLY	\$23.67	\$29.59
Full Day Licensed Teacher - Outdoor School	FD	\$248.72	\$310.90
Half Day Licensed Teacher - Outdoor School	HD	\$124.36	\$155.45
Hourly Educational Assistant	HRLY	\$15.70	\$19.63
Hourly Noon Assistant	HRLY	\$13.25	\$16.56
Hourly Health Assistant	HRLY	\$14.25	\$17.85
Hourly Administrative/Receptionist Substitute (1 hr lunch)	HRLY	\$15.33	\$19.16
Hourly Campus Safety Monitor	HRLY	\$16.26	\$20.33
Hourly Secretary	HRLY	\$15.33	\$19.16
Hourly Library Aide/Media Assistant	HRLY	\$15.70	\$19.63
ESY Clerical	HRLY	\$13.25	\$16.56

ADDENDUM TO EXTEND AGREEMENT

This is an Addendum to an Agreement between **ESS West, LLC**, a Delaware limited liability company (the “Company”) located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Reynolds School District** (hereinafter referred to as “LEA” for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2021;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2022 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2021 through June 30, 2022;
2. Effective July 1, 2021, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Reynolds School District

By _____
Signature

Dr. Danna Diaz, Superintendent
_ Name and Title

Date _____

Legal Approved: 4/16/2021

Board Approved:

ESS West, LLC

By _____
Steve Gritzuk, Chief Operating Officer

**EXHIBIT A
Pricing Plan**

Substitute Classification	Pay to Substitute	Bill Rate
Full Day LT Sub. Teacher	\$222.72	\$280.63
Half Day LT Sub. Teacher	\$111.36	\$140.31
Full Day Licensed Teacher	\$189.32	\$238.54
Full Day Licensed Teacher - Outdoor School	\$248.72	\$313.39
Half Day Licensed Teacher	\$94.66	\$119.27
Half Day Licensed Teacher - Outdoor School	\$124.36	\$156.69
Hourly Licensed Teacher	\$23.67	\$29.82
Hourly Campus Safety Monitor	\$16.26	\$20.49
Hourly Library Aide/Media Asst.	\$15.70	\$19.78
Hourly Noon Asst.	\$13.25	\$16.70
Hourly Admin/Reception Sub.	\$15.33	\$19.32
ESY Clerical	\$13.25	\$16.70
Hourly Health Asst.	\$14.25	\$17.96
Hourly Secretary	\$15.33	\$19.32
Hourly Ed. Assistant	\$15.70	\$19.78

To: Board of Directors

From: Dr. Alma Charles, Interim Chief Academic Officer

Prepared by: April Olson, Director of Federal Programs

Subject: Public Charter School Renewal – Center for Advanced Learning

Policy: [Public Charter Schools Policy Code – LBE](#)

Date: May 26, 2021

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

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:

This proposal seeks approval from its cooperating districts to renew its charter effective July 1, 2021, to be in effect for a period of five (5) years.

The following document is attached: Center for Advanced Learning (CAL), Charter School Agreement, June 2021.

Previous Board Action:

Not Applicable

Background:

Since 2003, in partnership with local school districts, the Center for Advanced Learning has been a regional facility that provides high school students with advanced, specially designed learning environments, using industry-driven curriculum and technology, aligned with Common Core State Standards and Oregon State Standards for Career Technical Education (CTE). The sponsoring district is Gresham Barlow; the cooperating partner districts are Centennial and Reynolds School District.

For the 2020-21 school year, CAL requested, and the sponsoring district school board granted, a one-year extension of this Agreement.

Financial Implications:

The ownership of Center for Advanced Learning is determined according to the percentage of fiscal investment each partner (cooperating districts and Mt. Hood Community College) has made in construction and equipping of the facility. Students attend CAL as half-time students and we have 95 student slots. Each district's funding provisions are 97% of ADM for filled seats; 80% of ADM for unfilled seats for each cooperating district.

Each participating district agrees to distribute 50% of the HS Success (Measure 98) funding for each student attending CAL. This amount will be calculated based on the prior year October 1 enrollment.

Alternatives:

The Board could reject the recommendation or redirect the department in some way through further direction or guidance.

Staff Recommendation:

The CAL Governing Board and the CAL Director request the Reynolds School Board to authorize the acceptance of the renewal of the CAL Public School Charter and authorize the continued partnership of the Reynolds School District.

Motion:

I move that the Board authorize the approval of the Center for Advanced Learning's Public Charter School Renewal, from July 1, 2021 through to June 30, 2026.

CHARTER SCHOOL AGREEMENT

DATED: June_____, 2021

PARTIES: CENTENNIAL SCHOOL DISTRICT 28J—Cooperating District
GRESHAM- BARLOW SCHOOL DISTRICT 10J—Sponsoring District
REYNOLDS SCHOOL DISTRICT 7—Cooperating District (“Districts”)

AND: THE CENTER FOR ADVANCED LEARNING (“CAL”)

RECITALS

A. In June 2001 pursuant to ORS Chapter 338, CAL was approved as a public charter school. It was co-sponsored by the Districts that are parties to this Agreement.

B. The Districts that are parties to this Agreement, as well as Corbett School District and Mt. Hood Community College entered into an Intergovernmental Agreement for the purchase of property, the development of that property and the construction and operation of a building for the purpose of locating and operating CAL. The ownership rights and responsibilities as owners of property at 1484 NW Civic Drive, Gresham, Oregon (hereinafter “CAL Property”) is set forth in an Amended and Restated Intergovernmental Agreement dated January 24, 2004.

C. In February 2003 the State Board of Education approved a waiver request from the Districts and CAL that the Districts be co-sponsors of CAL notwithstanding the requirements of ORS Chapter 338 that there be only one sponsoring school district.

D. In January 2009 the school districts who were party to the original Charter Agreement with CAL, and CAL renewed the existing Charter Agreement between the parties for a period of five years.

E. After January 2009 and during the Spring of 2010 representatives from the Oregon Department of Education informed the parties that the original waiver granted by the State Board of Education was no longer in place following the renewal of the Charter Agreement, and therefore the parties needed to amend the Charter Agreement to bring it into conformity with ORS Chapter 338.

F. On June 4, 2010, Gresham-Barlow School District acquired the ownership interests in the CAL Property owned by the Corbett School District, effectively extinguishing the Corbett School District’s interest in the property and its desire to continue to participate as a sponsoring district in this Charter Agreement. The ownership interests in the CAL property are set forth in a separate Intergovernmental Agreement.

G. In 2011, ORS 338.080 became effective, allowing a sponsor and a public charter school to enter into a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services.

- H. This Charter School Agreement supersedes any previous Charter Agreement.
- I. Gresham-Barlow School District is the sponsor of CAL pursuant to ORS 338.005(5).
- J. Centennial School District 28J and Reynolds School District (hereinafter “Cooperating Districts”) are also parties to this charter agreement based upon mutual obligations and rights conferred upon the Cooperating Districts by the sponsoring district and CAL.
- K. Both the Sponsoring District and the Cooperating Districts (hereinafter “Participating Districts”) and CAL have jointly agreed to various provisions within this agreement that defines the role that each shall play in the formation, organization and oversight of this Charter Agreement.
- L. The Sponsoring District School Board held a public hearing on the provisions of the Application and evaluated the criteria set forth in ORS 338.055 and district policies, and as the Sponsoring district, it determined that this Charter Agreement complies with the purposes and requirements of ORS 338 and district policies.
- M. The Cooperating District school boards have also determined that they wish to be bound by certain obligations and responsibilities to the sponsoring district and CAL that are more fully described in this Agreement so that all three school districts share some responsibilities for the CAL operations.
- N. For the 2020-21 School year, CAL requested, and the Sponsoring District School Board granted, a one year extension of this Agreement.
- O. CAL requested a renewal of this Agreement and on February 4, 2021 the District held a public hearing on the renewal in accordance with ORS 338.065(5).
- P. The District agreed to a renewal on March 4, 2021 effective July 1, 2021, to be in effect for a period of five years, subject to renewal in accordance with this agreement and ORS Chapter 338.
- Q. This Agreement shall constitute the agreement between the parties regarding the governance and operation of CAL and the legal authorization for the establishment of CAL under ORS 338.065(1). This Agreement shall also constitute the agreement for the formation and supervision and operation of CAL between the Sponsoring District and two Cooperating Districts.
- R. The parties desire that CAL be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

CHARTER AGREEMENT

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

1. Grant of Charter.

The Gresham-Barlow School District (referred to herein as the Sponsoring District) is the sponsor of CAL, known as the Center for Advanced Learning that is to be operated in cooperation with the

Centennial School District and the Reynolds School District (hereinafter “Cooperating Districts”) in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein. The Sponsoring District and the Cooperating Districts, when referred to together in this Agreement will be called the “Participating Districts”.

The charter school proposal for the Center for Advanced Learning was developed through a partnership of the Centennial, Corbett, Gresham-Barlow and Reynolds school districts and Mt. Hood Community College. Centennial, Gresham-Barlow and Reynolds school districts remain active school district partners as described above. Mt. Hood Community College remains an active community partner.

1.1 The parties sought and received a waiver of ORS 338.125(2) to give priority admission to students from the Cooperating Districts from the State Board of Education. Thereafter, ORS 338.080 and ORS 338.125(3)(c)(C) became effective, allowing priority admission for students from the Cooperating Districts.

2. Effective Date; Term; Renewal.

2.1 **Effective Date.** When this Agreement has been duly executed by all School District Boards and CAL’s board of directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment of CAL as a public charter school, as provided in ORS 338.065(1).

2.2 **Term.** CAL shall be permitted to operate CAL for a term of five (5) school years, subject to the other terms of this Agreement, and thus the term of this Agreement shall expire on June 30 following the end of the fifth such school year. The first school year under this renewal shall begin in September, 2021 and thus the initial term shall expire June 30, 2026.

2.3 **Renewal of Term.** Renewal of this Agreement will be governed by ORS 338.065. The Participating Districts agree that in order to renew the charter contract pursuant to ORS 338.065, this will take the written approval of a contract renewal by all participating Districts. If one or more of the Participating Districts notify the other Districts and CAL that it does not wish to renew the Charter Agreement, the remaining Districts that wish to renew the charter are bound by the decision of the non-renewing Participating District or Districts and agree that the Charter Agreement shall not be renewed. However, so long as Gresham-Barlow School District remains the sponsoring District, any remaining District that wishes to continue its relationship as a cooperating district may enter into a new charter contract with CAL, the Sponsoring District and any remaining Cooperating Districts. In this event, there shall be a new Charter Agreement between the remaining parties.

2.3.1 Nothing in Agreement precludes CAL’s rights of appeal under ORS 338.065. However, the parties agree not to participate in such a hearing which contests a District’s decision to not participate.

3. Relationship Between Participating Districts

The Participating Districts acknowledge that each of them has an equal interest in and responsibility for the Charter Agreement with CAL. Each acknowledges the other Districts’ rights

under this contract to participate in the governance of the affairs of CAL, as well as the decisions that affect the relationship between CAL and the Districts.

3.1 There shall be a board of directors for CAL, as more fully described below under the section relating to governance and operation in Section 12. The Participating Districts agree to work collaboratively with each other in the formation, operation and supervision of this Charter Agreement.

4. Grade Range of CAL; Number of Students; Minimum.

4.1 **Number of Grades.** During the term of this Agreement, CAL may provide instruction to approximately 500 11th and 12th graders from the Participating Districts on a part-time basis.

4.2 **Number of Students.** CAL's plan is to enroll approximately 500 students, roughly 250 students in grade 11 and 250 students in grade 12. However, CAL may in its discretion allow the number of students between 11th and 12th grade to vary. CAL is required to notify all Participating Districts in writing if at any time it wishes to change the number of students it wishes to enroll or the grade levels of those enrollees.

4.3 **Notification Requirement.** CAL shall provide prior notification to the Participating Districts of any change to the number of grades served or any 10% increase or decrease in student enrollment.

4.4 **Minimum Number of Students in Charter School.** As provided in ORS 338.115(5), CAL shall maintain an active enrollment of at least 25 students. It is understood that for purposes of counting, this means 25 full time equivalency students which may come from any of the Participating Districts. For example, a full time equivalency student may mean one student who is attending .3 time, a second student from another district attending .3 time, and a third student attending .3 time. These three students are the equivalent of 1 full time student. It is understood that students attending CAL will also be taking some classes in their home school district as part of a separate agreement between CAL and their home school districts.

5. Enrollment and Admissions.

5.1 **Voluntary Enrollment; Who is Eligible.** Student enrollment in CAL shall be voluntary. All students who meet legal age requirements applicable to a particular grade level will be eligible for enrollment. These requirements will be consistent with District policies relating to admission of students into any grade. Other than the age of a student and the preferences allowed by law (see Section 5.7) and the preference for District residents described in Section 5.9, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in CAL when the student's application has been unconditionally accepted by CAL following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied.

5.1.1 Because there are three Participating Districts, the parties agree that there will be allocation for available seats for each Participating District based on that District's

proportional share of its contribution to the development of the CAL facility as set for in the most current Intergovernmental Agreement between the parties.

5.1.2 Based upon ORS 338.125(3)(c)(C)CAL has the authority to give priority to Cooperating Districts' students.

5.1.3 As space allows, students who are not residents of Participating Districts may be admitted.

5.2 **Recruitment Process.** The Participating Districts will proactively work with CAL to recruit students to attend CAL and to address barriers to enrollment, including issues related to schedules of Participating Districts and regular notification to students of the rolling waitlist and the possibility for a mid-year CAL enrollment. At least annually, the Participating Districts will meet with CAL to obtain and review data about enrollment barriers and will recommend changes to both CAL operations and the operations of the Participating Districts to address such barriers.

5.3 **Phased Enrollments; Deadlines.** CAL may, in its discretion, elect to conduct a series of open enrollments for each school year, provided the process conforms to this Agreement. Each year, CAL will set deadlines by which applications must be received for each phase of the enrollment process and will determine the number of students to be admitted in each grade. These deadlines may change from year to year at the discretion of CAL. The CAL Board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best. CAL will accumulate all applications received on or before the deadline for each phase of enrollment; applicants are not accepted on a "first come, first served" basis, except as provided in Section 5.6 [after waiting list is exhausted].

5.4 **Application Process; First Phase of Enrollment Process.** Beginning on a date set each year by CAL and up through the deadline for the first phase of enrollment set under Section 6.2, prospective students may apply for admission to CAL for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the number of students to be admitted for each grade as determined under Section 5.3, then all the applications for that grade will be accepted (applications from nonresidents are governed by Section 5.9). To illustrate, if the determined number of students to be admitted for a grade is 25, and if 20 applications are received, then all 20 applicants will be accepted. The remaining five "available spaces" will be filled in the second or later phases.

If the number of applications received for any grade is greater than the number of students to be admitted for that grade, then CAL will conduct an equitable lottery, in a manner determined by CAL and consistent with state law and District policy relating to charter schools, to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the number of students to be admitted for a grade is 25, and if 40 applications are received, then 25 applicants will be accepted through the lottery process, and a waiting list of 15 can be determined [with order of priority on the waiting list also determined through the lottery process].

To take into account the priority given by law to resident students (as provided in Section 5.9), if, out of the 40 applications, 30 are from resident students and 10 are from nonresidents, then a lottery will be held first as to the 30 resident applications and 25 will be accepted, with five going on the waiting list. Then a lottery will be held among the 10 nonresidents to determine order of priority on the waiting list.

5.5 **Second and Additional Phases of Enrollment.** If CAL receives fewer applications than the maximum number of students allowed for any grade, then CAL will set a second application deadline. The admissions process will be the same as with the first phase, but will apply only with respect to the “available spaces,” if any, for each grade. However, CAL may also accept additional applicants in order to create or expand a waiting list for any grade.

Finally, if after the second enrollment there still remain “available spaces” in any grade, or CAL desires to create or expand a waiting list for any grade, CAL may set a third and additional application deadlines before the school year begins. The admissions process will be the same as with the second phase, again applying only with respect to the “available spaces” for each grade (or to create or expand a waiting list for any grade). Thereafter, including during the school year, additional students who apply will be added to the waiting list in the order the applications are received.

5.6 **Use of Waiting List; Filling Spaces if No Waiting List.** If at any time a student who has been enrolled declines to attend CAL, or if an attending student withdraws or is permanently expelled, CAL may admit the next student on its waiting list for the applicable grade. CAL may enroll the first student who applies after a space becomes available in a situation where (a) the final phase of enrollment under Section 5.5 has been completed, or the space becomes available during the school year; and (b) either there is no waiting list for the applicable grade or all students on the waiting list for that grade have already enrolled or have been extended an offer to enroll and have declined.

5.6.1 In the event one or more Participating Districts have students who are placed on a waiting list, while one or more Participating Districts are not able to use the number of spaces allocated to CAL for students attending those Districts, the Participating District with students on the waiting list may negotiate with the Sponsoring District who has spaces available to CAL for the use of those available spaces.

5.7 **Preferences After First Year.** As provided in ORS 338.125(3), CAL may give admissions preference to: (1) students who were enrolled in CAL in the prior year; (2) applicants who have siblings who are presently enrolled in CAL and who were enrolled in CAL in the prior year; and (3) students from the Cooperating Districts.

5.8 **Nondiscrimination.** As provided in ORS 338.125(2), CAL may not limit student admission based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

5.9 **Nonresident Students; Limitations.**

5.9.1 As provided in ORS 338.125(2), if space is available, CAL may admit students who do not reside in the Participating Districts. At each phase of the enrollment process, preference will be given to residents of the Participating Districts. Nonresident applicants may be accepted to fill any “available spaces” (including spaces on waiting lists) in accordance with this Section 5.8. For the purpose of Section 5.8, the term “nonresident student” does not include any student residing within the boundaries of any of the Participating Districts in this Agreement. The Districts acknowledge that each resident student of a particular Participating District is a nonresident of the other Participating Districts. However, for the purposes of Section 5.8, nonresident students are only those who reside outside the attendance boundary of all Participating Districts.

5.9.1.1 The Participating Districts agree that if a nonresident student attends the charter school, Gresham-Barlow School District shall retain 50% of the ADM that a Participating District would retain for a nonresident student pursuant to ORS 338.155. In the event that the nonresident district does not agree to this enrollment, the nonresident student can pay the 50% ADM as tuition to attend the program pursuant to ORS 339.155(1).

5.9.1.2 In the event a nonresident student is admitted in CAL, CAL agrees to: (1) Provide written notice of the student’s enrollment to the District within 10 days. The written notice must include contact information for the enrolled student’s parent or guardian; and (2) Provide written notice of the student’s withdrawal (for any reason other than graduation from high school) to the District within 10 days. The written notice must include contact information for the enrolled student’s parent or guardian.

5.9.2 For ease of reference, all phases of enrollment for which the application deadline is on or before May 1 will be referred to as “pre-May 1-phases”; and all phases that take place after May 1 will be referred to as “post-May 1-phases.” “New applications” means applications received as of the deadline that applies to any particular phase, as contrasted with applications received at an earlier phase.

5.9.3 At each pre-May 1-phase, nonresident applicants will be placed on a waiting list, the order of which will be determined by lottery at each phase (thus, those received in the first phase will be placed in numerical order by lottery; those received in the second phase will likewise be placed in order following the waiting list from the first phase, and so on for each other pre-May 1-phase).

5.9.4 This subsection 5.9.4 applies to the final pre-May 1-phase. Any available spaces for any grade as of the final pre-May 1-phase will be filled in the following order: (a) new applications from resident students; (b) applications from nonresident students received at earlier phases in the order determined by the lottery for each of those phases; and (c) new applications from nonresident students. Applicants will be placed on the waiting list in the following order: (i) resident students placed on the waiting list at earlier phases; (ii) new applications from resident students at the final pre-May 1-phase; (iii) nonresident students placed on the waiting list at earlier phases; and (iv) new applications from nonresident students placed on the waiting list at the final pre-May 1-phase. The

students on the waiting list at that point have priority over all students, resident and nonresident, who apply at a later phase (the post-May 1-phases).

5.9.5 This subsection 5.9.5 applies to the post-May 1-phases. Any available spaces for any grade at each post-May 1-phase will be filled in the following order: (a) new applications from resident students; and (b) new applications from nonresident students. Applicants will be added to the end of any existing waiting list in the following order: (i) new applications from resident students; and (ii) new applications from nonresident students.

5.9.6 The parties recognize that acceptance of a nonresident applicant at the final pre-May 1-phase or at any post-May 1-phase could create uncertainty and unfairness because of the possibility that the law requires that a resident applicant who is accepted at a later phase must be given priority and thus could “bump” the previously accepted nonresident. Therefore, the parties agree that once a nonresident is accepted in the manner described above, the nonresident will not be “bumped” by a resident who has submitted an application as part of a later phase of enrollment; if necessary, the parties will work together to seek a waiver of the applicable state law.

5.10 **Dual Enrollment.** During a school year, if CAL learns that one of its students remains enrolled at another private or public school (other than a Participating District’s high schools), CAL will notify the other school of this fact and will inform the student’s parents that they should take whatever steps may be required to have their child withdrawn from enrollment in the other school or from enrollment in CAL.

5.10.1 The parties acknowledge that students enrolled in CAL may also be enrolled part-time in their school district high school. This shall not be considered dual enrollment. It shall only be considered dual enrollment if a student enrolled in CAL is also enrolled in another high school program outside of their own resident school district.

5.10.2 The Participating Districts agree to enter into all necessary contracts so that students enrolled in CAL can continue to take certain courses at their home high schools so that the educational program at CAL will qualify as a comprehensive education program when combined with certain courses at the students’ high school. The Participating Districts and CAL will allocate certain monies under this Agreement that will demonstrate the payment from CAL to the Participating districts for those courses at the student’s high school. This will be regarded as a contracted service.

5.10.3 The parties will enter into an agreement where each Participating District will agree to provide CAL with data collection, grades, attendance and related information as a contracted service. This agreement shall be in the form of the attached Exhibit A.

6. Special Education Students.

6.1 **Special Education Students; IDEA.** In this Agreement, the term “special education students” means children with disabilities to whom the Individuals with Disabilities Education Act (“IDEA”) applies.

6.2 **Responsibility of Participating District.** Each Participating District acknowledges that it alone is responsible for the special education services of resident students who are attending CAL. Each Participating District acknowledges that the other Participating Districts have no responsibility to serve the special education needs of that special education student, and the Participating District who has an obligation to serve an eligible special education student shall indemnify, defend and hold harmless the other Participating Districts from any special education action, including an Oregon Department of Education complaint, due process hearing or federal lawsuit relating to special education program of that particular student. Nothing shall bar Participating Districts from entering into intergovernmental agreements between themselves for the provision of special education services to students who are enrolled at CAL.

6.3 Application and Enrollment.

6.3.1

6.3.2 CAL will admit students without regard to their status as special education students, unless the student's IEP team determines that the school is not the appropriate placement following this admittance. The parties intend by this process to ensure that CAL does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

6.3.3 For a special education student who is not a resident of a Participating District, ORS 338.165 shall apply, and CAL, the Sponsoring District and the resident school district of such student shall enter into a written agreement for the provision of special education services to the student. The Participating Districts are not responsible for special education services or the costs for such student.

6.4 **Child Find; Accepted Students Later Determined to be Special Education Students.** CAL will work closely with the Participating Districts and any other referring school district to ensure that the Child Find responsibilities are carried out in good faith with respect to students enrolled in CAL. CAL will ensure that at least one of its teaching staff or administrators has been trained in the Child Find process, or if none have been so trained, CAL will arrange for at least one of its teaching staff to receive such training. CAL will promptly notify the student’s resident district and the Sponsoring District if a CAL student is suspected of having a disability and may need evaluation to determine eligibility for special education and will comply with the respective District’s practices and policies for referral of any District student for evaluation. Any student referred for evaluation shall remain enrolled at CAL until an IEP team determines that CAL is not the appropriate placement for that student.

6.4.1 CAL shall provide a list of newly admitted and enrolled students on a monthly basis so that the Districts are able to identify students who are in the evaluation process.

6.5 Administering the IEP's.

6.5.1 CAL will work closely with the Participating Districts and any other resident school district referring special education students to ensure that special education and related services are provided. The parties recognize there will likely be several methods or “delivery mechanisms” for providing these services, and because there is no way to know in advance the specific needs of all special education students who will enroll at CAL, there is no way to specify in this Agreement anything more than a general framework or set of principles for seeing to it that the IEP's are administered.

6.5.2 The following shall apply:

6.5.2.1 CAL will refer a special education student of a Participating District back to their home district for all disciplinary issues resulting in a suspension from school. Nonresident students will be referred to the Sponsoring District for all disciplinary issues.

6.5.2.2 Each IEP team must include a Participating District representative and appropriate District specialists. CAL will have a teacher or designee on the IEP team of each enrolled special education student. CAL will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. CAL will not change the student's program without IEP team action. CAL shall provide the accommodations and modifications to the regular education curriculum and instruction called for in the student's IEP. CAL teachers will assist the district in the development of progress reports related to annual IEP goals. CAL teachers will cooperate with the district in evaluation and reevaluation process, including completing teacher observation/behavior checklists, and sharing results of academic assessments and work samples.

6.5.2.3 CAL staff will comply with training required by an IEP team for delivery of services to a CAL student, although the Participating Districts are responsible for providing special education services. The Participating Districts will pay the costs of any training of CAL staff that the IEP team determines is required to accomplish the implementation of an IEP for a resident student of each Participating District. This is limited to costs for substitutes, consultants, course fees, and necessary supplies and materials.

6.5.2.4 The Participating Districts have the discretion to determine which specialized programs will be offered on site at the CAL facility. For those services that the IEP team, the Districts, and CAL mutually agree would be best delivered by District employees, CAL will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either on-site or pull-out service delivery.

6.5.2.5 For those services that the IEP team, the Participating Districts, and CAL mutually agree would be best delivered by CAL employees, CAL and the District may negotiate a contract under which the Participating Districts will compensate CAL for such special services.

6.5.2.6 Special education transportation will only be provided to a CAL special education student if it is a related service on the student's IEP.

6.5.2.7 CAL shall protect all personally identifiable student information relating to special education students attending CAL and will maintain a complete special education file.

6.5.2.8 CAL will cooperate with the Participating Districts in the event any one of them is required to participate in a special education administrative complaint or due process proceeding.

6.6 **Funding for Special Education Students.** ORS 338.165 governs funding relating to special education students. The parties understand that each special education student counts as 2.0 ADM [not counting other “additional amounts” for English as a Second Language or other items described in ORS 327.013]. Therefore, the 47.5% of the General Purpose Grant that is payable to CAL under ORS 338.165(2)(b) for special education students equates to 95% of 1.0 times the General Purpose Grant. To illustrate, if the District’s General Purpose Grant were to be \$5,000, the District would receive 2.0 times that amount, or \$10,000 for each special education student; the amount payable to CAL for each special education student would be \$4,750; the District would retain the remainder of \$5,250; any portion of such \$5,250 payable to CAL for services provided under Section 6.5.2.5 would be governed by the separate contract described in Section 11.2.2.

7. School Year; School Day; Hours of Operation.

CAL may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law and to the calendars of the sponsoring districts. However, CAL anticipates that its annual calendar shall to the greatest extent possible match the calendar of the Participating Districts, and CAL may maintain a typical nine-month school year for its regular academic program. If CAL adopts a calendar different from the Participating Districts’ calendars that result in additional service costs to these Districts for services CAL either requests or requires under separate contract on those days that CAL is open but these Districts are not open (for example, costs of providing special education services), CAL shall reimburse the Participating Districts for these costs. The number of instructional hours during each school year shall comply with requirements of state law.

8. Records.

CAL shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the Districts’ reporting obligations to the Oregon Department of Education. Before the first year of operation, and from time to time thereafter as state requirements change, the Participating Districts shall provide CAL with a list of records and information required for them to meet their state reporting requirements. CAL shall comply with all applicable

federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the Districts.

8.1 The parties acknowledge that CAL owes a recordkeeping requirement for each Participating District and that CAL shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records for each Participating District. The Participating Districts hereby acknowledge that they shall abide by the applicable federal and state laws concerning the maintenance, retention and disclosure of student records and in the event that any Participating District obtains a record protected under state and federal law from disclosure relating to a student of another Participating District, that the Participating District receiving such information shall comply with all requirements of state and federal law relating to student records.

9. Program and Curriculum, Goals, and Evaluation.

9.1 Acceptance by District of Program and Curriculum.

9.1.1 The Participating Districts accept the curriculum and program design of CAL, and further developed by them and CAL. Each Participating District agrees to waive any of their program and curricular requirements that are not incorporated into the curriculum design. The Participating Districts' intent is to allow CAL, within the requirements of state law, to promote and implement new, innovative, and flexible programs, curricula, learning environments, and learning methods. CAL and Participating Districts will collaborate on curriculum and programming for the smooth transition of students between their home school and CAL. CAL will not add new programs of study or programming without CAL board approval after efforts are made to align with Participating Districts' curriculum, instruction, and career readiness programming.

9.1.2 The parties acknowledge that the CAL curriculum has been jointly developed by CAL and the Participating Districts. As such, the parties acknowledge that the curriculum to be used at CAL is jointly owned by all Participating Districts. The Participating Districts agree that none of them shall take any action that will otherwise transfer the ownership of the curriculum to any other party outside of the three Participating Districts and will take all actions necessary to protect the curriculum that has been developed, and to assure that the curriculum is maintained in its current state with no modifications or changes by any Participating District. The Participating Districts further agree that because the curriculum was developed with the mutual effort of all of them, no one Participating District has the right or power to modify, change or amend the curriculum. It shall take the written consent of all three Participating Districts to make any modification, change or amendment to the curriculum which is the subject of this Agreement.

9.2 **Responsibilities of CAL.** CAL is responsible for doing the following in compliance with state law:

9.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.

9.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.

9.2.3 Providing required services, if any, to students who are English language learners (ELL students) under ORS 336.079 and other provisions of the law.

9.2.4 Providing required services, if any, to academically low achieving students.

9.2.5 Implementing the state-required assessments as provided in ORS 338.115.

9.2.6 Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

9.3 **Goals and Evaluation.** Although CAL has many goals, only the specific goals relating to student performance that will be developed by the CAL Board for overall program evaluation are to be considered in evaluating whether CAL has failed to meet the requirements for student performance (and thus could be a basis for termination of this Agreement) under ORS 338.105(1)(b). The goals will be set by the board and will be reviewed annually. Goals will include, but may not be limited to the following areas: (1) student GPA; (2) college credits earned; (3) graduation rates; and (4) program enrollment.

9.4 **Annual Report.** CAL will submit an annual report to the Participating Districts and the State Board of Education in accordance with ORS 338.095(2) on the performance of CAL and its students by December 31 of each year. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 9.3. CAL complies with this section when it submits one report to the Participating Districts. It need not submit a separate report for each participating District; however, the one annual report must be physically sent by CAL to each participating District. All student data provided in reports to Participating Districts will be disaggregated by race, English Learner, students with disabilities, and other relevant demographics which help identify gaps in access and success among historically underserved populations.

10. School Facility and Transportation.

10.1 Facility

10.1.1 CAL will be located at 1484 NW Civic Drive, Gresham, Oregon 97030. This location is jointly owned by the Participating Districts. CAL shall lease space at this

location from the Participating Districts under a lease agreement separate from this Agreement that is mutually acceptable to the parties.

10.2 **Transportation.** The Participating Districts are not responsible for providing transportation by bus or otherwise of any students to CAL. The Participating Districts may provide transportation in accordance with each district’s transportation policy. The Participating Districts will allow CAL students to ride on District buses to and from CAL, to the extent seats are available for such students; but this does not obligate the Districts to add or extend existing bus routes or other transportation services, as provided in ORS 338.145(2). The Participating Districts will give CAL a two-week notice if a bus on a particular route has consistently become too full to transport CAL students so that parents have time to make other arrangements. The parties recognize that many of CAL students may not be able to use existing District bus routes for transportation to and from CAL.

11. Financial Matters; Funding; Annual Budgets; Annual Audit.

11.1 **No Tuition; Fees.** CAL will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115, the following laws shall apply to the CAL: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, CAL may charge reasonable fees for instructional materials, after-school programs, and student activities. CAL shall waive all fees for indigent students in accordance with applicable federal and state law.

11.2 **Annual Funding.**

11.2.1 **Keeping Count.** CAL shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English Language Learner program under ORS 336.079 and the Oregon Pupil Accounting Manual; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013. CAL shall use the Participating District’s student information system and shall be responsible for proper input of required information.

11.2.2 CAL may enter into separate agreements with Participating Districts as a contracted service that allows a Participating District to keep all records required in this section.

11.2.3 **Calculating ADMw and Funding.**

11.2.3.1 For each school year, the Sponsoring District shall provide funding to the CAL in accordance with ORS 338.155(2), as that formula may be changed from time to time. Until the law is changed, the funding shall be 97% of the Districts’ “Charter School Rate,” as determined by the State of Oregon Department of Education; multiplied by the CAL ADMw. The parties acknowledge that because the student will be attending CAL part-time, the Sponsoring District shall provide one-half of the 97% or 48.5% of the ADM for each resident student attending CAL on a half-time basis.

11.2.3.2 A Participating District shall have no financial obligation to fund any seats allocated to the Sponsoring District but unused by a District resident student. However, if a Participating District student withdraws from CAL during the school year, the Participating District will be notified immediately when the student's seat becomes available. If the vacant seat cannot be filled by the Participating District, the Participating District agrees to continue to provide funding to CAL for that vacant seat for the remainder of the school year at the full time rate of 80% and half-time rate of 40% rather than the rate in Section 11.2.3.1 above.

11.2.3.3 CAL shall determine its ADMw for the period to be covered by reports given to the Participating Districts [using projected ADMw for the first reports specified below].

11.2.3.4 The calculation of the additional amounts under ORS 327.013 shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in English Language Learner program under ORS 336.079

~~11.2.3.5~~ Should either the Multnomah County, Clackamas County, or the state of Oregon provide additional education funding on a per student basis, or if a regional education tax is approved, funding will follow the student. The Center for Advanced Learning will receive funds based upon .97 of enrolled ADM times the per student allotment divided by two.

11.2.3.6 See alternative MOU for the allocation and distribution of Measure 98 funds.

11.2.3.7 This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of charter schools.

11.2.4 **Reports to Districts.** CAL shall give written reports to the Participating Districts, containing the data set forth in Sections 11.2.1 and 11.2.3, on or before the tenth (10th) day of each of the following months of each school year: July, August, September, October, November, December, January, February, March, April, and May. The July and August reports (and possibly the September report), and thus the payments due from the District based on those reports, will be based on the CAL projected ADMw.

11.2.5 **Dates of Payments by Districts to CAL.**

11.2.5.1 Pursuant to ORS 338.155(8), the Sponsoring District shall send payment to CAL in the percentages set out by applicable law (generally 8.33% per month but currently 16.67% in July) within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095.

11.2.5.2 The parties recognize that there may be fluctuations from month to month in the total sum on which the monthly percentage amounts are

calculated due to fluctuations in the Charter School ADMw during a school year, as well as due to possible changes in the state's determination of the general purpose grant or Charter Schools Rate, and thus the amount payable by the Participating District to the Charter School may change from month to month. There will be an adjustment with the final [May or June] payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount or Charter Schools Rate, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the general purpose grant amount or Charter Schools Rate that are not finalized until after the end of a school year.

11.2.6 **End of State Funding.** The financial commitment on the part of the Sponsoring District contained in this Agreement is subject to annual appropriation by the State of Oregon, and they have no obligation to fund charter school operations if State funding does not occur.

11.3 **Initial Budget; Annual Budgets.** On or before June 15th of each year, CAL shall submit to the Participating Districts its proposed budget for the following school year, so that they can review it as part of their consideration of CAL's financial stability. CAL shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.

11.4 **Fiscal Agent.** Gresham-Barlow School District will act as the fiscal agent for grant funds to CAL. Otherwise, CAL shall act as its own fiscal agent. With respect to collection and disbursement of funds, the Participating Districts shall mutually agree with CAL on who will act as the fiscal agent. The CAL board of directors and administration shall be responsible for budgetary planning and determination of day-to-day purchasing, staffing and other expenditures

11.5 **Fiscal Year.** The fiscal year of CAL shall begin on July 1 of each year and end on June 30 of the subsequent year.

11.6 **Financial Records, Audits and Accounting Reports.** CAL shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. CAL shall have audits performed in compliance with any applicable laws, as such laws may be changed from time to time. At the present time, ORS 338.095(3) requires CAL to have an annual audit of the accounts of CAL prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the Participating Districts, the State Board of Education, and the Department of Education. CAL shall provide a copy of its financial audit by November 1 of each year.

11.7 **Financial Management.** CAL shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that CAL's accounting method shall comply in all instances with governmental accounting requirements that explicitly apply to charter schools. Subject to this Agreement, CAL through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by CAL. CAL's budget and accounting system must be compatible with the District's budget and accounting system.

11.8 **Other Sources of Funds for CAL; Fund Raising.** In addition to the funding under Section 11.2, CAL may accept gifts, donations, grants and loans, including those described in ORS 338.155(9). CAL shall comply with all state and federal laws regarding reporting of charitable contributions. CAL shall record all gifts, donations, loans, and grants in the financial records required in Section 11.6. As provided in ORS 338.125(10), CAL may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to CAL.

12. **Governance and Operation.**

12.1 **Corporate Status; Governing Board.**

12.1.1 CAL is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. CAL shall govern and operate CAL as set forth in this Agreement, and the governing board of CAL will be the board of directors of CAL. The governing board shall be comprised of board members meeting the requirements of Section 12.5.1 .

12.1.2 At the request of the Participating Districts, CAL will give them a copy of its Articles of Incorporation and Bylaws. If CAL makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the Participating Districts. If one or more of the Participating Districts believe that any such changes violate either this Agreement or state or federal law, they will so notify CAL. If CAL agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 18.8.

12.1.3 CAL's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of CAL, the assets of CAL that were purchased with public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

12.1.4 CAL shall provide the addresses of these majority directors of CAL in CAL's annual report under Section 9.4 of this agreement.

12.2 **Exempt Status under Section 501(c)(3) of Internal Revenue Code.** CAL has obtained a letter from the IRS stating that CAL is qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

12.3 **Nonreligious, Nonsectarian Status.** As provided in ORS 338.035(8), CAL shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), CAL shall not violate the Establishment Clause of the First Amendment to the United States Constitution or section 5, Article I of the Oregon Constitution, or be religion based.

12.4 **Public Meetings.** CAL and its Board of Directors, when acting as the Governing Body of CAL, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

12.5 **Operational Powers.** Subject to applicable federal and state laws and any restrictions in this Agreement, CAL shall have authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law.

12.5.1 **Governing Board.** The governing board of CAL shall be a board of directors. This board shall be comprised of 7 members. A representative of each of the three Participating Districts and Mt. Hood Community College will comprise four members, while the remaining three appointees will come from the business community.

12.5.2 It is anticipated that one or more superintendents of Participating Districts may act as Board members of CAL. In the unlikely circumstance that one of the Participating Districts has a conflict with CAL over the terms of the Agreement, the superintendent of that Participating District shall recuse himself/herself from consideration on the issue in both his/her board member or superintendent capacity. Such superintendent shall appoint a designee from the Participating District to deal with the dispute on behalf of the Participating District.

12.5.3 **Steering Committee:** A steering committee comprised of the CAL director and the business managers from each Participating District high school may assist with the development of procedures that address logistical issues such as scheduling, transportation and budgeting.

12.5.4 **Advisory Committee:** An advisory committee may be composed to ensure that CAL's curriculum represents the quality necessary for student success in college or other professional training programs. Members would include students (one from each Participating District), staff members, parents (ideally one from each Participating District), and business representatives (one for each program area), and the CAL director who will serve in an ex-officio capacity. The advisory committee would recruit and sustain effective community partnerships, helping secure internships for students and staff, and engage in other efforts, such as grant writing, to augment CAL's resources and learning opportunities. The advisory committee would also recommend changes in school policies or procedures to the CAL Director that better promote student learning.

12.5.5 **CAL Director:** CAL shall have a director who will function as the Board's executive officer to ensure effective and efficient operation of the instructional programs on a daily basis. The CAL Director will provide leadership to the staff, promote effective partnerships, and manage CAL resources effectively. This person will also ensure compliance with collective bargaining agreements as the provisions related to the employees at CAL. The CAL Director will be appointed by the superintendents of the Participating Districts, but will report to CAL's Board of Directors who will conduct an evaluation at least once every two years. The CAL Director will be an employee of CAL. The CAL Director will supervise CAL staff and advise the Board on all policy matters. The CAL Director will also be a member or act in an ex-officio capacity on all standing committees for CAL.

13. **Employment Matters.**

13.1 **Gresham-Barlow School District as Employer:** Gresham-Barlow School District will be the employer for the existing GBSD employees who are assigned to work at CAL and who are members of the GBSD licensed bargaining unit. All provisions of this Section 13 are subject to state and federal laws and applicable collective bargaining agreements, if any. Gresham-

Barlow School District shall control the evaluation, supervision and discipline of these two existing GBSD employees who are assigned to CAL.

13.2 **CAL as Employer:** CAL is the employer of any employees who are not members of the GBSD licensed bargaining unit. CAL shall control the evaluation, supervision and discipline of these existing CAL employees. CAL also shall control the selection and hiring of new CAL employees.

13.3 **Staff Hiring, Compensation, Benefits, PERS.**

13.3.1 The Gresham-Barlow School District, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate its employees assigned to CAL, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits.

13.3.2 CAL, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate its own employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits.

13.3.3 CAL will be responsible for providing substitutes for all CAL teachers requiring substitutes.

13.3.4 The Gresham-Barlow School District will only employ teachers assigned to CAL who are licensed with the Teachers Standards and Practices Commission. For employees of CAL at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at CAL shall be licensed in accordance with ORS 338.135(7). For any individual hired by CAL as a teacher, CAL shall provide the participating Districts with evidence of certification, if any, or other qualification within 60 days after the individual's initial date of hire.

13.3.5 For any employee of a Participating District who chooses to work for CAL and who becomes an employee of CAL, any leave of absence from that Participating District shall be governed by ORS 338.135.

13.3.6 All employees of CAL are entitled to PERS contributions according to ORS 338.135(5).

13.3.7 CAL may enter into a contracted services agreement with Gresham-Barlow School District for the provision of payroll services for CAL employees.

13.3.8 **Employee Records.** Each Employer under this agreement shall be responsible for establishing and maintaining personnel records for its own employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. CAL shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

13.4 **Criminal Records Checks.** As provided in ORS 338.115, ORS 181A.195, 326.603, 326.607, and 342.223 (relating to criminal records checks) shall apply to CAL. CAL

shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15 of each school year that CAL is in operation under this Agreement, CAL shall provide to the Participating Districts a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law. CAL shall provide written verification of its compliance with this section to each sponsoring district by the October 15th date.

14. Application of and Compliance with Laws.

14.1 **Compliance with Laws; Non-Exemption from Certain Laws.** CAL shall comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to CAL, the following laws shall apply to CAL:

- 14.1.1 Federal law.
- 14.1.2 ORS 30.260 to 30.300 (Tort Claims).
- 14.1.3 ORS 192.311 to 192.478 (Public Records Law).
- 14.1.4 ORS 192.610 to 192.690 (Public Meetings Law).
- 14.1.5 ORS chapters 279A, 279B and 279C (Public Contracting Code).
- 14.1.6 ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
- 14.1.7 ORS 326.565, 326.575 and 326.580 (student records).
- 14.1.8 ORS 181A.195, 326.603, 326.607, and 342.223 (Criminal Records Checks).
- 14.1.9 ORS 329.045 (academic content standards and instruction).
- 14.1.10 ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate).
- 14.1.11 ORS 329.496 (physical education).
- 14.1.12 The statewide assessment system developed by the Department of Education under ORS 329.485(2).
- 14.1.13 ORS 337.150 (Textbooks).
- 14.1.14 ORS 339.119 (consideration for educational services).
- 14.1.15 ORS 339.141, 339.147 and 339.155 (Tuition and Fees).
- 14.1.16 ORS 339.250(9) (prohibition of infliction of corporal punishment).
- 14.1.17 ORS 339.326 (notice concerning students subject to juvenile court petitions).

14.1.18 ORS 339.370 to 339.400 (reporting of abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct).

14.1.19 ORS Chapter 657 (Employment Department Law).

14.1.20 ORS 659.850, 659.855 and 659.860 (Discrimination).

14.1.21 Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.

14.1.22 Statutes and rules that expressly apply to public charter schools.

14.1.23 Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109.

14.1.24 Health and safety statutes and rules.

14.1.25 Any statute or rule that is listed in this Charter Agreement.

14.1.26 ORS 336.840 (use of personal electronic devices).

14.1.27 ORS 342.856 (core teaching standards).

14.1.28 ORS Chapter 338.

14.2 **Waiver.** As provided in ORS 338.025(2), CAL may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. CAL shall give the Participating Districts a copy of any application for a waiver promptly after submitting it and shall give the Participating Districts a copy of any grant of a waiver promptly after receiving it.

14.3 **Amendment of Agreement to Conform to New and Changed Laws.** The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to charter schools. To illustrate, under Section 11.6 of this Agreement, CAL is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(3) requires this to be done. However, if ORS 338.095(3) were to be amended so that different audit standards were to apply to charter schools, the parties intend that thereafter they would be bound by the law as amended; CAL would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 11.6. If, at any time during the term of this Agreement, the state amends existing statutes or develops any new rules, regulations or statutes that may affect the terms of this Agreement, change restrictions or requirements on CAL, or otherwise affect CAL, CAL and the Participating Districts shall review this Agreement and conform it accordingly.

14.4 **School Policies.** CAL shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of CAL. CAL will make such policies available for review at the Participating Districts' request. CAL specifically adopts the Gresham-Barlow School District's discipline policy, and all parties agree that the Gresham-Barlow School District's discipline policy will apply to students enrolled at CAL. Each participating District is responsible for any disciplinary appeal process involving its own student attending CAL, and if the GBSD disciplinary policy adopted by CAL differs substantially from the discipline policies of any Participating District, that Participating District shall apply its own discipline policy. Each

shall continue to be subject to their respective resident district's policies and rules during the time that student is attending classes or activities at their resident district.

15. Insurance and Indemnification.

15.1 **Insurance; Proof; Renewals.** CAL shall, at its own expense, secure and retain and provide proof of insurance of the types and in the amounts set forth in this Section 15. As provided in ORS 338.115(13), prior to beginning operation, CAL shall show proof of such insurance to the Sponsoring District; copies of certificates of insurance shall suffice as proof. If CAL fails to provide such a certificate within ten (10) days after demand by one or more Participating Districts, it or they may purchase the insurance required and bill CAL. CAL shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and CAL shall deliver to the Participating Districts certificates of such renewal policies before the expiration of any existing policy. For all insurance policies procured by CAL, CAL agrees to make each Participating District a named insured on that policy.

15.2 **Property Insurance.** The parties anticipate that CAL will enter into a lease or other agreement relating to the CAL facility. CAL shall ensure that such lease or other agreement provides that (a) the facility is to be insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by CAL]; and (b) such policy is a replacement cost policy.

15.3 Commercial General Liability Insurance.

15.3.1 CAL shall maintain a commercial general liability insurance policy (occurrence form) with respect to the CAL facility and the operation of CAL, in accordance with this Agreement. The policy shall be in effect no later than when CAL, or any of its employees, agents, or subcontractors, enters the CAL facility to do any work in connection with the CAL facility. CAL shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

15.3.2 Subject to the following sentence, the limit of CAL's policy shall be a minimum of \$2,000,000 for bodily injury and property damage per occurrence, \$2,000,000 annual aggregate. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, CAL's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

15.3.3 Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 15.9 of this Agreement.

15.4 **Liability Insurance for Directors and Officers.** CAL shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 each policy year, covering CAL, the governing board of CAL, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

15.5 **Business Auto Liability Insurance.** CAL shall procure and maintain business auto liability insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

15.6 **Workers' Compensation Insurance.** CAL shall procure and maintain workers' compensation insurance pursuant to ORS chapter 656 on all CAL employees.

15.7 **Honesty Bond.** CAL shall procure and maintain an honesty bond to cover all employees and volunteers of CAL. Limits are to be determined by the CAL governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.

15.8 **Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 15.3 and the business auto liability policy under Section 15.5, shall name the Participating Districts as additional insureds; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the State of Oregon; and (iv) shall contain a provision that they cannot be cancelled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.

15.9 **Indemnification.**

15.9.1 **CAL Indemnifies Participating Districts.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, CAL agrees to indemnify and hold the Participating Districts, their Boards, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of CAL (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with CAL's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Participating District Board members, officers, agents, or employees. CAL agrees to indemnify, hold harmless and defend the Participating Districts from all contract claims in which CAL has obligated them without the Participating Districts' prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of CAL that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

15.9.2 **Districts Indemnify CAL.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Participating Districts agree to indemnify and hold CAL, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever

which arise out of or are in any manner connected with Districts' operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any CAL or CAL Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any Participating District employee working at CAL whose negligent or wrongful act or omission is caused or directed by CAL. This indemnification shall not apply to any damages incurred regarding any act or omission of the Participating Districts or Participating District Boards that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

15.9.3 **Survival of Indemnification.** This indemnification, defense and hold harmless obligation on behalf of CAL and the Participating Districts shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

15.9.4 **Sponsoring Districts' Mutual Indemnification.** The Participating Districts agree to indemnify, defend and hold harmless each other, their board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage caused by a Participating District, to the extent outlined in Sections 15.9.1 and 15.9.2.

16. **Relationship between Districts and CAL.**

16.1 **Full Faith and Credit.** CAL agrees that it will not extend the faith and credit of the Participating Districts to any third person or entity. CAL acknowledges and agrees that it has no authority to enter into a contract that would bind the Participating Districts. CAL's governing board has the authority to approve contracts to which CAL is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this Agreement.

16.2 **Districts' Disclaimer of Liability.** The parties to this Agreement expressly acknowledge that CAL is not operating as the agent, or under the direction and control, of the Participating Districts Boards except as required by law or this Agreement, and that the Participating Districts Boards assume no liability for any loss or injury resulting from CAL.

16.2.1 The acts or omissions of its directors, trustees, agents or employees;

16.2.2 The use and occupancy of the building occupied by CAL or any matter in connection with the condition of such building; or

16.2.3 Any debt or contractual obligation incurred by CAL.

17. **Termination.**

17.1 **Grounds for Termination.**

17.1.1 As provided in ORS 338.105(1), the grounds for termination of this Agreement by the Sponsoring District are as follows:

17.1.1.1 Failure to meet the terms of the Agreement or ORS Chapter 338.

17.1.1.2 Failure to meet the requirements for student performance.

17.1.1.3 Failure to correct a violation of a federal or state law that is described in ORS 338.115.

17.1.1.4 Failure to maintain insurance as described in this Agreement.

17.1.1.5 Failure to maintain financial stability.

17.1.1.6 Failure to maintain, for one or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065.

17.1.2 If one or more of the Cooperating Districts have reason to believe that CAL has materially breached this contract in one or more of the grounds set forth in subsection 17.1 above, it shall notify all Participating Districts of the breach. All Cooperating Districts shall have the right to bring material breaches to the attention of each other and the Sponsoring District. Such notification must be in writing, with a copy to CAL.

17.1.3 In order to proceed with a termination under this section, all Participating Districts must agree in writing to proceed with contract termination. In the event at least one of the Participating Districts does not agree to terminate the contract under Section 17, the Participating Districts agree that those that wish to terminate the contract will be given the opportunity to withdraw from the contract, rather than to proceed with a termination of the contract.

17.1.4 In the event the Participating Districts cannot agree on termination of the contract, the parties agree to mediate this matter with a mediator mutually selected by the three Participating Districts. If mediation fails to result in a resolution, the Participating District that wishes to withdraw from the contract shall be entitled to do so.

17.2 **Notice of Breach; Opportunity to Cure; Dispute Resolution.**

17.2.1 The parties recognize that the grounds for termination in Section 17.1 may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and therefore the following process is agreed to as a means for dealing with alleged breaches of this Agreement.

17.2.2 If any of the Participating Districts believe that any breach of this Agreement by CAL has occurred, it will give CAL written notice setting forth the alleged breach.

17.2.3 If CAL agrees that a breach has occurred, CAL will cure the breach within thirty (30) days after the Participating Districts' notice was given. If, however, the breach is such that CAL, by acting with due diligence, could not reasonably complete the cure within such time, CAL shall not be in default unless CAL either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after the Participating District gives such notice.

17.2.4 If CAL does not agree that a breach has occurred, CAL will give the Participating Districts a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith to resolve their differences, and either party may at any time demand resolution of the dispute under Section 18.8.

17.3 Notice of Intent to Terminate; Hearing; Appeal.

17.3.1 If the breach by CAL has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the Districts may decide to terminate this Agreement, in which case it will give CAL 60 days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

17.3.2 CAL may appeal the Participating Districts' decision to terminate this Agreement directly to the District Boards. It will take the decision of the Sponsoring District's Board to terminate this agreement. CAL may respond to the allegations in the Participating Districts' written notification by offering documentary evidence and oral argument. The Participating Districts bear the burden of proving the allegations in the written notification by a preponderance of the evidence. CAL has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.

17.3.3 The District Boards' decision may only be appealed to the Oregon Department of Education according to ORS 338.105(3).

17.4 Prompt Termination for Health and Safety Reasons.

17.4.1 As provided in ORS 338.105(4), notwithstanding sections 17.1—17.3, the Sponsoring District may terminate this Agreement immediately and close CAL if CAL is endangering the health or safety of its students.

17.4.2 CAL's governing body may request a hearing from the Sponsoring District's decision on the termination of this Agreement under this subsection 17.4. The Sponsoring District shall hold a hearing within 10 days after receiving the request.

17.4.3 CAL's governing body may appeal a decision of the Sponsoring District under this subsection 17.4 to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

17.4.4 Throughout the appeals process, CAL shall remain closed at the discretion of the Sponsoring District unless the State Board of Education orders it to open CAL and not terminate this Agreement.

17.5 Termination by CAL; Dissolution.

17.5.1 As provided in ORS 338.105(7), CAL's governing body may only terminate the Agreement or dissolve or close CAL at the end of a semester, unless the Participating Districts agree to another date. If CAL intends to terminate this Agreement or dissolve or close CAL, it shall give notice to the Participating Districts at least 180 days prior to the proposed effective date of the termination, closure or dissolution.

17.5.2 If CAL should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of CAL, it is agreed that CAL's governing board shall supervise and have authority to conduct the winding up of the business and affairs of CAL; provided, however, that in doing so, the Participating Districts do not assume any liability incurred by CAL beyond the funds allocated to it by the Participating Districts under this Agreement. If CAL's governing board fails to conduct such winding up in accordance with applicable laws and standards, the Participating Districts may take appropriate legal action to do so. Upon dissolution, CAL must transfer all student education records to the Sponsoring District.

17.6 **Effects of Termination or Dissolution.** Until the effective date of termination of this Agreement, the Sponsoring District shall continue to make the funding payments under Section 11. As provided in ORS 338.105(5), termination of this Agreement shall not abridge CAL's legal authority to operate as a private or non chartered public school. Upon dissolution or termination, all permanent records shall be transferred to the Participating Districts.

17.7 **Assets Currently Owned by CAL; Property Inventory Control.** CAL certifies that prior to execution of this Contract it does not own any assets that (a) were purchased with public funds and (b) CAL holds for the account of CAL. The parties acknowledge that CAL operates one or more other charter schools and nonprofit operations and that it may have acquired other assets with public funds relating to such other operations. CAL shall maintain records of purchase orders for all assets relating to CAL that cost \$5,000.00 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 17.8) or non-public funds. No later than October 15 of each year that CAL is in operation, CAL shall provide the Districts with a copy of this purchase order record for the preceding fiscal year.

17.8 **Definition of Public Funds.** For purposes of this Contract, public funds shall include any and all funds distributed to the CAL:

17.8.1 By the Participating Districts, pursuant to ORS 338.155 and ORS 338.165,
and

17.8.2 By the Oregon Department of Education, including any and all federal grant funds that CAL may apply for and be awarded by the Oregon Department of Education,
and

17.8.3 By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.

17.9 Distribution of Assets upon Termination.

17.9.1 This Section 17.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of CAL, or for any other reason that CAL ceases operations as a public charter school under this Contract.

17.9.2 If any of the foregoing events in Section 17.9.1 occurs, all assets purchased with public funds and still owned by CAL shall be given to the state Board of Education in accordance with ORS 338.105(6). CAL will be entitled to retain ownership of (a) any asset that is identified as being purchased with non-public funds, and (b) any other asset that CAL has acquired through the expenditure of non-public funds.

17.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 17.9 applies. Therefore, CAL will not be held responsible by the Participating Districts for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the Participating Districts do not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If CAL does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

17.9.4 If one Participating District withdraws from the contract or otherwise terminates its relationship under this contract with CAL, it agrees that all money donated and equipment donated to CAL will remain at CAL until CAL is dissolved or the contract is otherwise terminated. After that time whatever equipment remains returns to the Participating District originally providing the equipment. If CAL is terminated, whatever assets were donated to CAL by particular Participating Districts shall return to that District. If money is distributed by the Oregon Department of Education following the termination of CAL, the Participating Districts will share in that money equally if all three Districts have terminated the Charter Agreement. If one or more Participating Districts have withdrawn from the contract, but CAL is later dissolved or terminated, then each Participating District shall share in the return of assets based upon the number of years that particular District was in the contract with CAL. For example, if all three Participating Districts terminate the contract after a period of five years, each District shares equally in the return of assets. However, if one District withdrew from the contract prior to the termination or dissolution of CAL, then that District would share in the percentage of the total number of years the charter school was in operation. For example, if the charter school is in operation for four years prior to dissolution, and one District was only involved in the contract for two of those four years, then that particular District would receive 0.5 of 33% or 16.665% of assets returned to the Districts because of their lesser participation in the length of the contract.

18. Miscellaneous Provisions.

18.1 **Entire Agreement.** This Agreement contains all terms, conditions and provisions of the agreement between the parties relating to creation and operation of CAL and contains the entire understanding and all representations, understandings, and discussions of the parties relating thereto. All prior agreements, representations, drafts, statements, understandings, and discussions

are merged herein and superseded and cancelled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written agreement made concurrently herewith.

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

18.3 **Amendment**. This Agreement may be modified or amended only by written agreement between CAL and the Participating District Superintendents (or designee) or School Boards. The modification or amendment of this Agreement requires the unanimous written consent of the sponsoring District. If, at any time during the term of this Agreement, any party desires to amend the Agreement, it may send the proposed amendment(s) to the other parties, and thereafter the parties will in good faith discuss and negotiate possible amendments. This subsection does not impose on either party any duty to accept any amendment proposed by the other party.

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

18.5 **Governing Law**. This Agreement shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

18.6 **Assignment; Successors and Assigns**. This Agreement may not be assigned by CAL under any circumstances, it being expressly understood that the charter granted by this Agreement runs solely and exclusively to CAL. This does not limit CAL's or CAL's right to enter into contracts and Agreements to the full extent allowed to charter schools under Oregon law. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement bind and benefit the legal representatives, successors and assigns of the parties.

18.7 **Notice**. Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 18.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

18.7.1 By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);

18.7.2 By facsimile to the facsimile number set out on the execution page of this Agreement, provided that the original notice is sent by one of the other methods described in this Section or by first class U.S. Mail [notice by facsimile to be deemed effective when receipt either is acknowledged by the addressee or its office or is confirmed by confirming transmission equipment (provided this occurs before 5:00 p.m. Pacific Time on a business day, otherwise it will be deemed effective on the next business day)];

18.7.3 By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or

18.7.4 By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing.

18.8 **Dispute Resolution; Mediation.**

18.8.1 If any dispute arises between the Participating Districts and CAL concerning this Agreement, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. Mediation requires the consent of both parties, and nothing in this section shall be construed to require either party to mediation without that party's consent.

18.8.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

18.8.3 At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Boards.

18.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.

18.8.5 As to any dispute that is not being determined through mediation, CAL may request a hearing before and decision by a panel comprised of one board member from each of the Participating District Boards. Each panel member's vote will be given weight equal to his or her district's ownership interest in the CAL Intergovernmental Agreement between the Participating Districts. For example, If GBSD's share in CAL is 49%, the vote of the GBSD panel member shall be weighted as 49% of the total vote. Any decision of the panel requires a simple majority vote. The panel's decision may be appealed to the GBSD Board, which may affirm, reverse or modify the panel's decision.

18.8.6 CAL may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

18.9 **Delegation by Participating Districts.** The parties agree and acknowledge that the functions and powers of the District Boards may be exercised by the Superintendent of a Participating District, or by the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal, or termination of this Agreement may be made only by the Participating District Boards.

18.10 **Prior Actions.** As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, CAL shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the Participating Districts to declare this Agreement null and void.

18.11 **CAL Authority to Enter Into Agreement.** CAL expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of CAL and that the Board of Directors of CAL has duly approved of this Agreement. At the Participating Districts' request, CAL shall provide to the Districts a copy of its written resolution authorizing CAL to enter into this Agreement.

18.12 **Definition of Business Day.** For purpose of this Agreement, "business day" means a day in which the Participating Districts' administrative offices are open. "Business day" does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) District scheduled spring vacation, (f) any day(s) in which the administrative office is closed due to inclement weather, or (g) any day that the Participating Districts' administrative office is closed due to action taken by, or ordered to be closed by, the Districts' Board of Directors or the Board's designee, or the government of the City or County in which the Districts are located, or the State of Oregon, or the federal government.

EXECUTED this _____ day of _____, 2021.

CENTENNIAL SCHOOL DISTRICT 28J

By: _____

Title: School Board Chairperson

Address for notice purposes:
Dr. Paul Coakley, Superintendent
Centennial School District 28J
18135 SE Brooklyn Street
Portland OR 97236
Phone: 503-760-7990
Fax: 503-762-3689

GRESHAM-BARLOW SCHOOL DISTRICT 10J

By: _____

Title: School Board Chairperson

Address for notice purposes:
Dr. Katrise Perera, Superintendent
Gresham-Barlow School District 10J
1331 NW Eastman Parkway
Gresham OR 97030
Phone: 503-618-2450
Fax: 503-661-1589

REYNOLDS SCHOOL DISTRICT 7

By: _____

Title: School Board Chairperson

Address for notice purposes:
Dr. Danna Diaz, Superintendent
Reynolds School District 7
1204 NE 201st Avenue
Fairview OR 97024
Phone: 503-661-7200
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CENTER FOR ADVANCED LEARNING

By: _____

Title: _____

Address for notice purposes:
Steve Day
Center for Advanced Learning
1484 NW Civic Drive
Gresham, OR 97030
Phone: 503-667-4978

To: Board of Directors

From: Dr. Alma Charles, Interim Chief Academic Officer

Prepared by: Debbie Nicolai, Director of Curriculum, Instruction & Innovation

Subject: World Languages Materials Purchase

Policy: [Curriculum Adoption - IFD](#)

Date: May 26, 2021

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

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:

The Oregon Department of Education requires school districts to follow the adoption cycle of curriculum materials in all content areas. For the 2020-21 school year, school districts are required to review, adopt, and purchase World Languages instructional materials for implementation in the 2021-22 school year. Districts must choose from instructional materials that are reviewed using specific criteria and formally adopted by the State Board of Education.

Reynolds School District must now adopt a World Languages curriculum to maintain compliance with Oregon Revised Statutes, created by the state legislature, and Oregon Administrative Rules, created by the State Board of Education.

Please refer to the following attachments: Wayside Publishing 1, Wayside Publishing 2, Wayside Publishing 3.

Previous Board Action:

Not Applicable

Background:

During the 2020-21 school year, the Reynolds School District World Languages Adoption Committee, using the guidelines set forth by the Oregon Department of Education, completed training and review of the revised World Languages standards. These revised standards were used by the committee to rewrite the curriculum maps in Spanish and French high school

language classes. The State Board of Education criteria were used to review potential materials from the approved publisher list. The committee paid close attention to accessibility criteria, cultural relevance criteria, and assessment criteria. As a final step, the committee offered the Reynolds School District community, staff, students, and families an opportunity to screen and share feedback on the selected materials.

Per state and district policy, Wayside Publishing materials were chosen by the committee for its ability to deliver relevant instruction on a digital platform. Wayside Publishing meets all state standards of instruction, is customized to reflect Reynolds' students' cultures and ethnicities within content, and meets all the Oregon Department of Education system requirements for adoption.

Financial Implications:

Total cost to purchase the Wayside Publishing digital curriculum for Spanish and French high school language classes is \$101,301.20. This six-year contract is inclusive of Professional Development, implementation support and tech support. This amount is present in the current Curriculum budget.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the purchase of the Wayside Publishing digital curriculum for implementation in high school Spanish and French language classes.

Motion:

I move that the Board approves the purchase of the Wayside Publishing digital curriculum for implementation in high school Spanish and French language classes.

To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Regina Sampson, Interim Director of Financial Services
Subject: Bond for Reynolds School District
Policy: [Board Powers and Duties – BBA](#)
Date: May 26, 2021

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:

The Board heard a presentation from Piper Sandler, giving an analysis on a Local Option for Reynolds School District. The analysis provided information on the property tax valuation and potential revenue projections from a local levy. Piper Sandler also provided information regarding another bond.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends that the Board allow them to proceed with research and community polling for a possible bond.

Motion:

I move that the Board directs staff to move forward with research and community polling for a possible bond.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Regina Sampson, Interim Director of Financial Services

Subject: Local Option Levy for Reynolds School District

Policy: [Board Powers and Duties – BBA](#)

Date: May 26, 2021

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:

The Board heard a presentation from Piper Sandler, giving an analysis on a Local Option for Reynolds School District. The analysis provided information on the property tax valuation and potential revenue projections from a local levy. Piper Sandler also provided information regarding another bond.

Previous Board Action:

Not Applicable

Background:

Piper Sandler previously presented to the Board on this topic at the January 5, 2020 meeting.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends that the Board allow them to proceed with research and community polling for a possible local option levy.

Motion:

I move that the Board directs staff to move forward with research and community polling for a possible local option levy.

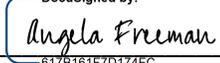
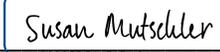
**MEMORANDUM OF UNDERSTANDING
2020-2021 SICK LEAVE BANK USE FOR COVID**

This agreement is between the Reynolds School District (District) and the Oregon School Employees Association Chapter 37 (Union). This Memorandum of Understanding (MOU) is retroactive from April 5, 2021, until the end of the 2020-2021 school year.

The District, in partnership with the Union, will allow employees who miss work due to COVID access to the Sick Leave Bank for up to ten (10) days. Employees must be a current member of the Sick Leave Bank.

- a. All employees who are able to document that they have been fully vaccinated for COVID or that they are medically unable to be vaccinated will be eligible for leave from the Sick Leave Bank. The employee’s own accrued leave does not need to be exhausted in order to qualify for the Sick Leave Bank.
- b. If contact tracing reveals the employee was exposed to COVID-19 at work or qualified for any of the reasons listed in d (below) then the employee’s own accrued leave does not need to be exhausted in order to qualify for the bank.
- c. Reasons for accessing the bank include:
 - I. Eligible employee is subject to a quarantine or isolation order directed by the District, the employee’s supervisor, or Multnomah County Public Health.
 - II. Eligible employee is sent home and is awaiting results of a COVID-19 test.
 - III. Eligible employee has contracted COVID-19 that can be contact traced to an outbreak or positive case at work.
- d. All employees who believe they have contracted or were exposed to COVID-19 on the job and who have sought treatment or medical advice for an exposure or a condition the employee believes resulted from exposure may submit a completed 801 form to the District’s Worker’s Compensation Carrier, SAIF. A copy of the form can be obtained from the lead secretary in each building office, or from the HCM Department.

All provisions of the parties’ current collective bargaining agreement will remain in effect unless otherwise modified in this agreement.

<p><small>DocuSigned by:</small>  <hr/> <small>617B161F7D174FC...</small> Dr. Angela Freeman, Assistant Superintendent - HCM</p>	<p>5/12/2021 <hr/> Date</p>
<p><small>DocuSigned by:</small>  <hr/> <small>26985B54453B4CA...</small> Susan Mutschler, OSEA President Chapter #37</p>	<p>5/12/2021 <hr/> Date</p>
<p><small>DocuSigned by:</small>  <hr/> <small>2E293EDFF152464...</small> Teri Staudinger, Field Representative</p>	<p>5/12/2021 <hr/> Date</p>

To: Board of Directors

From: Dr. Angela Freeman, Assistant Superintendent of Human Capital Management

Prepared by: Liza Holland; Assistant, Human Capital Management

Subject: Memorandum of Understanding with OSEA Reynolds Chapter #37

Policy: [Board Powers and Duties – BBA](#)

Date: May 26, 2021

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

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 (OSEA) Reynolds Chapter #37 have reached an agreement on a Memorandum of Understanding (MOU) for the provision of additional access to the Sick Leave Bank in the event an employee misses work due to COVID-19. RSD and OSEA are committed to reopening schools safely for students and staff, in accordance with the Governor’s Executive Order No. 21-06 and 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 2020-2021 Sick Leave Bank Use for COVID MOU”

Previous Board Action:

Not Applicable

Background:

Oregon Governor Brown issued Executive Order 21-06 on March 12, 2021 which directed public schools to offer fully on-site or hybrid in-person instruction. In accordance with Executive Order No. 21-06 and ODE guidance under Ready Schools Safe Learners, Oregon educators have returned to in-person instruction. The District and OSEA recognize that the safety of staff, students, and the community are of a primary concern. For that reason, OSEA and the District have collaborated on this protocol for the 2020-2021 school year. In the event a classified

employee becomes ill with COVID-19 or receives an order to quarantine, the employee will be granted up to 10 days of sick leave from the OSEA Sick Leave Bank.

Staff is requesting that the Board formally approve the MOU with OSEA to serve as the protocol for additional Sick Leave Bank access for classified employees.

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 Chapter #37 as proposed.

Motion:

I move that the Board approve the MOU between OSEA and the Reynolds School District, which will serve as the protocol for additional Sick Leave Bank access for classified employees.

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: May 26, 2021

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:

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: May 26, 2021

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

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

The Board will recess into Executive Session.

