



*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**

July 21, 2021

7:00 PM

Virtual Meeting

I.	<b>6:00p - Call to Order</b>	<b>3</b>
	A. Pledge of Allegiance	4
	B. Land Acknowledgement	5
II.	<b>6:05p - New Board Members Oath of Office</b>	<b>6</b>
III.	<b>6:10p - Election of Board Officers</b>	<b>8</b>
	A. Elect a 2020-2021 Board Chair	
	B. Elect a 2020-2021 Board Vice Chair	
IV.	<b>6:20p - Recess into Executive Session</b>	<b>12</b>
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.	
V.	<b>7:00p - Resume Public Meeting</b>	<b>13</b>
	A. Consider Approval of the July 21, 2021 Agenda	
VI.	<b>7:10p - Public to be Heard</b>	<b>14</b>
VII.	<b>7:30p - Bargaining Group Updates</b>	<b>15</b>
VIII.	<b>7:45p - Presentation to the Board</b>	
	A. School Resource Officer Stakeholder Survey	16
	B. Summer School Update	32
IX.	<b>8:15p - Board Reports</b>	<b>49</b>
	A. Board Announcements	
	i. Individual Board Members - Announcements and Reports	
	ii. Upcoming Board Meetings	
X.	<b>8:20p - Superintendent's Reports</b>	<b>50</b>
	A. Announcements/Reports	
	B. Communications Update	
	C. Fiscal Update	
	i. Financial Report	51
XI.	<b>8:40p - Consent Agenda</b>	<b>59</b>
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	60

C.	Resolution #2021-2022-001 Designating District Officers, Clerks, Agents and Depositories of Funds	64
D.	Approval of the 2021-2022 Board Calendar	69
E.	Approval of Budget Calendar for 2022-2023 Budget	73
F.	Multnomah Education Service District (MESD) 21-22 Master Services Agreement	76
G.	Authorization to Spend Over \$150,000 – ESS Substitute Services	87
H.	Authorization to Spend Over \$150,000 – Center for Advance Learning State School Fund Distribution	113
I.	Authorization to Spend Over \$150,000 – KNOVA – Rockwood Preparatory Academy State School Fund Distribution	148
J.	Authorization to Spend Over \$150,000 – Reynolds Arthur Academy State School Fund Distribution	189
K.	Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional for the Visually Impaired	237
XII.	<b>8:55p - Action Items</b>	
A.	Agreement with Enome, Inc (Goalbook)	250
XIII.	<b>9:00p - Board Discussion</b>	<b>254</b>
XIV.	<b>9:05p - Adjourn</b>	<b>255</b>



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

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

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

- Safety    
 Equity    
 Instructional Practice    
 Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

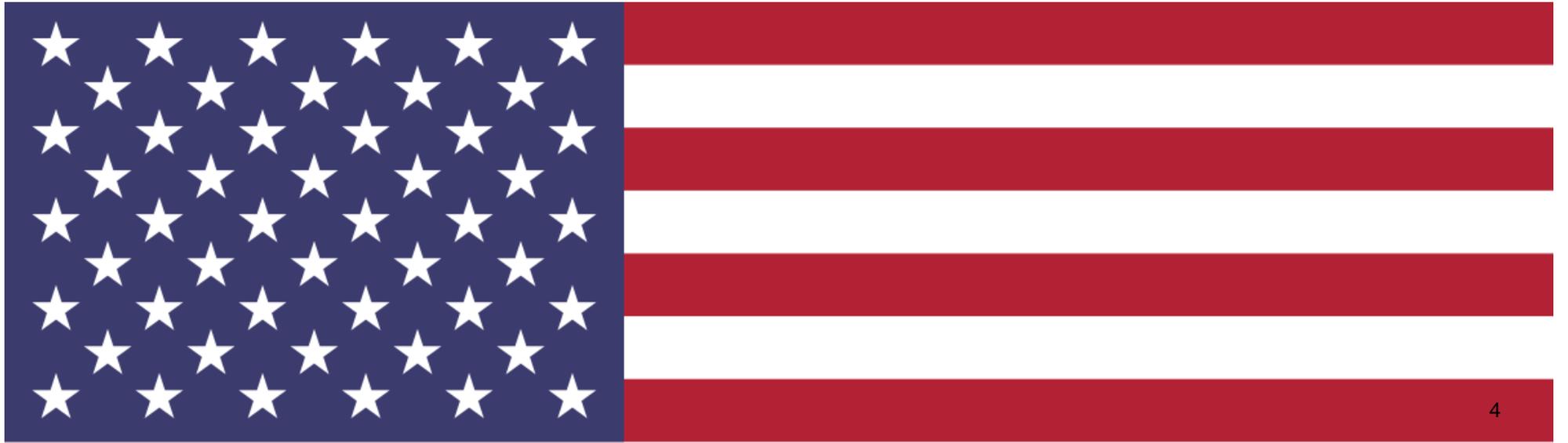
- a. Call to Order
- b. Pledge of Allegiance
- c. Land Use Acknowledgement

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.



# Land Use Acknowledgment & Guidelines



*Approved and Apdopted 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.



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

Policy: [Board Elections – BBB](#), [Board Member Oath of Office – BBBB](#)

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

- Safety    
 Equity    
 Instructional Practice    
 Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

New Board members were elected to positions 1, 2, 3, and 4, with terms ending June 30, 2025. According to policy BBBB (Board Member Oath of Office), Board members when elected or appointed must qualify by taking the oath of office before assuming the duties of office. The oath of office must be taken again after each election or appointment of a board member.

- Position 1: Aaron Muñoz
- Position 2: Spencer Chao
- Position 3: Michael Reyes
- Position 4: Cayle Tern



Code: **BBBB**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BBBB

## Board Member Oath of Office

Board members when elected or appointed must qualify by taking the oath of office before assuming the duties of office. The oath of office must be taken again after each election or appointment of a board member.

The oath of office will be in the following form:

I, (name of board Electee or Appointee), having been duly elected a member of the School Board of Reynolds School District #7, Multnomah County, Oregon, do solemnly swear that I will support the Constitution of the United States and of the State of Oregon, and the policies of the Reynolds School District. During my term I will faithfully and impartially discharge the responsibilities of the office of Reynolds School District board member to the best of my ability[, so help me God<sup>1</sup>].

END OF POLICY

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**Legal Reference(s):**

[ORS 332.005](#)

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<sup>1</sup>Final phrase optional.



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

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

Policy: [Board Organization / Board Organizational Meeting – BC / BCA, Officers of the Board and Duties – BCB](#)

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

Date: July 21, 2021

**Connection to School Board Core Beliefs and Commitments**

- Safety    
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**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

According to Policy BCB (Officers of the Board and Duties), at its first scheduled meeting after July 1, but not later than July 31 in an election year, the board will elect one of its members to serve as chair and one to serve as vice chair. No member of the board may serve as chair more than four years in succession. If a board member is unable to continue to serve as an officer during the year, a replacement will be elected immediately. The replacement officer will serve the remainder of the term until the following July organizational meeting. The board chair will:

1. Assist the superintendent in establishing the agenda for regular board meetings;
2. Call special meetings when required;
3. Preside at all meetings of the board and enforce the rules of order;
4. Sign the minutes and other official documents that require the signature of the chair;
5. Represent the district and the board at official functions, unless this duty is delegated by the chair or the board to another board member;
6. Appoint all committees and will be an ex-officio member of all such committees unless otherwise ordered by the board;
7. Have the right to discuss issues and vote on any issue.

**Previous Board Action:**

The Board elects officers at the July Business meeting annually.

**Background:**

The Board elects officers at every July business meeting, following Policy BC / BCA.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

I nominate \_\_\_\_\_ for the role of Board Chair for the 2021-2022 fiscal year.

I nominate \_\_\_\_\_ for the role of Board Vice Chair for the 2021-2022 fiscal year.



Code: **BCB**  
Adopted: 1/04/07  
Revised/Readopted: 5/13/10; 4/26/17  
Orig. Code(s): BCB

## **Officers of the Board and Duties**

At its first scheduled meeting after July 1, but not later than July 31 in an election year, the board will elect one of its members to serve as chair and one to serve as vice chair. No member of the board may serve as chair more than four years in succession. If a board member is unable to continue to serve as an officer during the year, a replacement will be elected immediately. The replacement officer will serve the remainder of the term until the following July organizational meeting.

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1. Assist the superintendent in establishing the agenda for regular board meetings;
2. Call special meetings when required;
3. Preside at all meetings of the board and enforce the rules of order;
4. Sign the minutes and other official documents that require the signature of the chair;
5. Represent the district and the board at official functions, unless this duty is delegated by the chair or the board to another board member;
6. Appoint all committees and will be an ex-officio member of all such committees unless otherwise ordered by the board;
7. Have the right to discuss issues and vote on any issue.

The vice chair in the absence, incapacitation or death of the chair, will perform the duties of the chair and, when so acting, will have the chair's powers. The vice chair will perform other functions as designated by the board.

The superintendent will designate a staff member to serve as board secretary and will directly supervise and evaluate the secretary. The secretary to the board will take notes at board meetings, compile minutes and perform related work as assigned by the superintendent or requested by the board chair.

The board secretary will:

1. Record the disposition of all matters on which the board considered action;
2. Prepare, check and distribute minutes in advance for approval at the next board meeting;
3. Maintain properly authenticated official copies of the minutes;

4. Maintain the official record of board policies.

### **Board or District Spokesperson**

The board may appoint one of its members, usually the chair, or another person to make authorized statements to the public or the media when the board deems that, under the circumstances, the district's position should be articulated by a single voice. The spokesperson serves at the board's direction and may be removed or replaced at any time by action of the entire board.

END OF POLICY

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#### **Legal Reference(s):**

[ORS 255.335](#)

[ORS 332.040](#)

[ORS 332.045](#)

[ORS 332.057](#)

[OAR 166-400-0010\(9\)](#)

#### **Cross Reference(s):**

BC/BCA - Board Organization/Board Organizational Meeting



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

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Executive Session**  
Policy: [Executive Session - BDC](#)  
Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

The Reynolds School Board and the Superintendent will recess into Executive Session 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.



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

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Resume Public Meeting / Call to Order**

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

- Safety     
 Equity     
 Instructional Practice     
 Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

- a. Call to Order
- b. Approval of the July 21, 2021 agenda

The Board will return from Executive Session and reconvene the public portion of the meeting.



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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Public to be Heard**

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 1: Marginalized Students**

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

**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.



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

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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**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 Superintendent of Student & Family Services

**Subject: School Resource Officer Stakeholder Survey and Approval to Pursue IGA with Multnomah County Sherriff's Office**

Policy: [Staff Health and Safety – GBE, Relations with Law Enforcement Agencies – KN-AR\(1\), Student Safety - JHF](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

Prior to engaging Multnomah County Sheriff's Office (MCSO) in a new intergovernmental agreement (IGA) to provide Student Resource Officers (SROs), also called Student Resource Deputies, to Reynolds High School, Reynolds Middle School, and Walt Morey Middle School, the District surveyed stakeholders. The survey was sent to students, parents, staff, community partners working in/with our schools, and community members; there were a total of 1,432 respondents. The purpose of the survey was to get District stakeholders' input on contracting with MCSO for SROs.

**Previous Board Action:**

The Board has previously approved intergovernmental agreements with MCSO (December 12, 2018) and the City of Gresham (August 28, 2019) for SRO services.

**Background:**

Reynolds School District has contracted with MCSO for SRO services at Reynolds Middle School, Walt Morey Middle School, and Reynold High School since 2013 and the City of Gresham Police

Department for HB Lee Middle School since 2007. Student Resource Officers are local law enforcement agents who are assigned to work in schools in order to support student safety.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

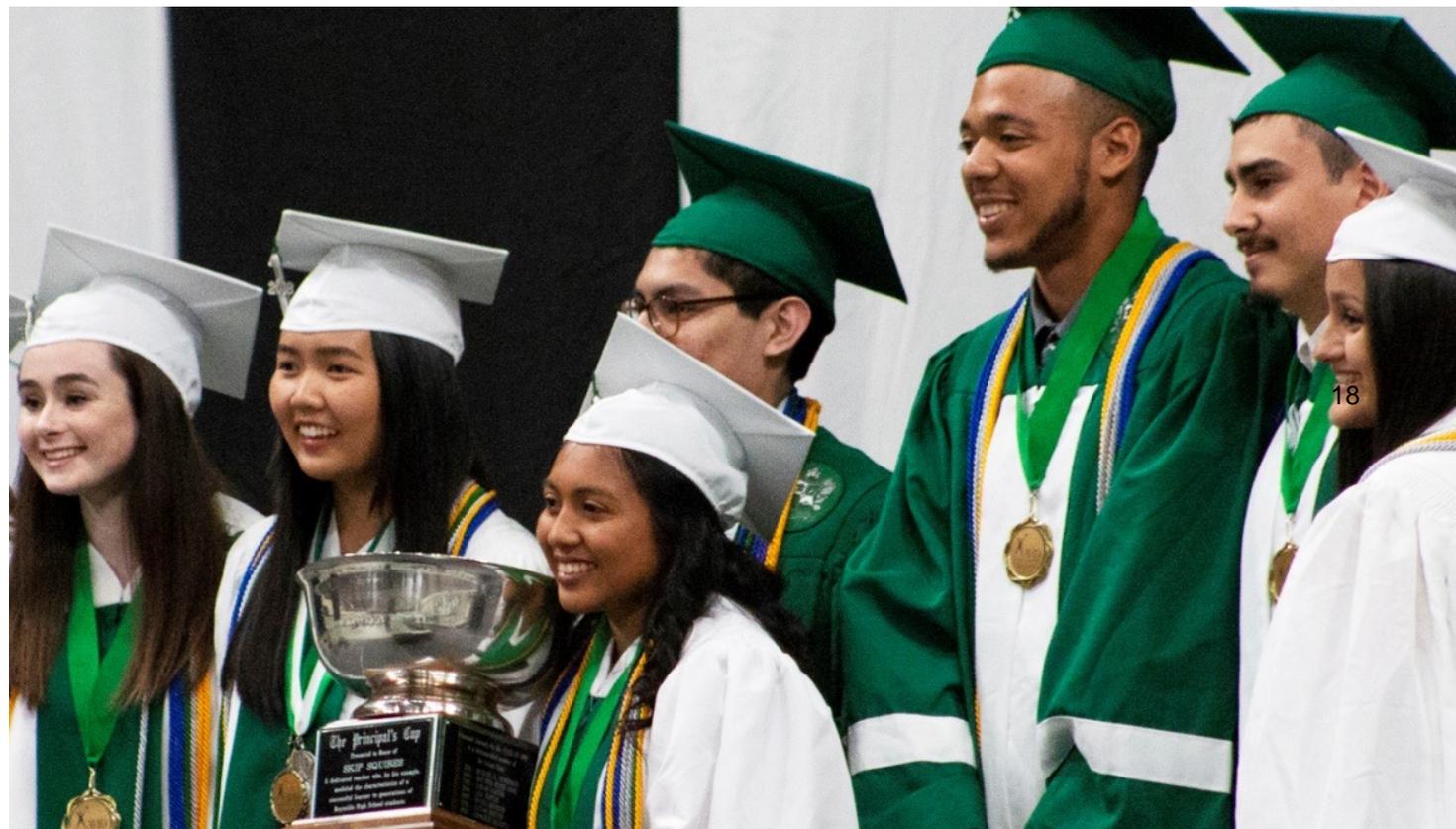
Not Applicable



# School Resource Officers (SROs) in Reynolds School District

July 23, 2021

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



# City of Gresham



- Provides School Resource Officers (SROs) to HB Lee Middle School
- Contract effective: July 1, 2019 to June 30, 2022
- No additional steps needed at this time

# Multnomah County Sheriff's Office



## History

- Contract RSD1516.004 with MCSO: July 1, 2015 to June 30, 2018
- Authorization to enter into Intergovernmental Agreement (IGA) with Multnomah County for School Resource Officer services at RHS, RMS, and WMMS from July 1, 2018 to June 30, 2021 was approved by the Board on December 12, 2018.
- The presence of SROs at Reynold High School during the tragic shooting in 2014 was critical in reducing death and injuries and was also an integral piece of the reunification process.

20

# Multnomah County Sheriff's Office



## Role of School Resource Officers

- The responsibilities of SROs is not punitive in nature, nor is it to “police” students as student discipline is assigned to school administrators.
- SROs are available to:
  - Provide positive interactions with students who do not traditionally have good relationships with law enforcement
  - Be a resource to students and families
  - Provide community outreach
  - Respond to emergencies within the schools or school grounds including liaising with Emergency Medical Services (EMS)
  - Develop trusting relationships
  - Assist with nearby homeless population and neighborhood crime

21

# Multnomah County Sheriff's Office

## 2021-2024 Renewal

- MCSO Chief Morrissey notified Assistant Superintendent of Student & Family Services and District Operations that prior to the Board of Supervisors approving a contract for further SRO services, they will require stakeholder input and support.

# Multnomah County Sherriff's Office



## Looking Forward

- MCSO and their Board are re-evaluating all contracts
  - Heightened community involvement around SROs in schools
  - New focus on reforms, community engagement, and transparency
- RSD Communications engaged stakeholders in a survey to identify level of support for SROs in District schools
  - Stakeholder groups include: students, families, staff, administrators, partner organizations, and community members
  - Survey period: 5/27/2021 – 6/14/2021
  - Survey communications: email, Remind app push/text notification, Schoology, Friday Memo and Keeping You Informed newsletters, website news
    - multiple languages, multiple reminders

23

# Survey Respondents

Please indicate your relationship with Reynolds Schools District:		
<b>Parent/Guardian</b>	800	56%
<b>Student</b>	151	11%
<b>Staff</b>	399	28%
<b>Community Partner working in/with our schools</b>	23	2%
<b>Community Member</b>	59	4%
<b>Total:</b>	1432	100%

# Survey Respondents

How would you best describe your race/ethnicity?	*optional question	
Hispanic or Latino	237	19%
Black or African American	79	6%
White or Caucasian	682	53%
Asian or Asian American	72	6%
Native American or Alaska Native	17	1%
Native Hawaiian or other Pacific Islander	22	2%
Multiracial or mixed race	72	6%
Other	100	8%
<b>Total</b>	<b>1281</b>	<b>100%</b>

# Survey Respondents

**Would you describe yourself/your student as fitting into one or more of the following categories?** \*optional question

<b>Student/Person/Family of Color</b>	454	32%
<b>English Language Learner or Bilingual</b>	200	14%
<b>Navigating Poverty</b>	95	7%
<b>Person with a Disability</b>	130	9%
<b>Immigrant</b>	100	7%
<b>Houseless</b>	32	2%
<b>LGBTQ+</b>	128	9%
<b>Foster Care</b>	33	2%
<b>None of the above</b>	615	43%

# Survey Responses

- **Do you feel safe at school?**
  - 87% of students and 85% of parents and staff said Yes
- **Do you support SROs in schools?**
  - 86% of students and parents and 67% of staff said Yes
- Data was disaggregated by the respondent's self-reported racial identity. **Of the students who support SROs in schools:**
  - 72% identified as people of color
- Of the students that replied, 142 attended schools which currently have SROs. When asked, **"How would you describe your interaction with the SROs?"**
  - 81% indicated positive interactions, 14% were neutral, and 5% indicated negative interactions
- Overall support of SROs in schools is **79%**



27

# Stakeholder Responses (Comments)

## Stakeholders were invited to share comments:

- *“I don't believe we need more SROs unless they are trained in counseling and de-escalation...”*
- *“I believe it is essential to have the support of an SRO at the high school. They saved lives when we had a school shooting. Thanks”*
- *“Our SRO last year would come and read to students, talk to students and just be a positive influence with our students.”*
- *“School Resource Officers have a positive impact on the students, and staff, and develop relationships that last for years. Through interactions with the School Resource Officers, students learn the human side of law enforcement.”*

28

# Stakeholder Responses (Comments) *continued*

- *“Before SROs step foot in our schools, they must have training and practice in trauma-informed care, anti-racist/anti-biased practices, culturally-informed practices, nonviolent crisis intervention and other de-escalation strategies that don't involve intimidation/fear/etc.”*
- *“We need to firstly change their uniforms so that they're not as threatening to students with racial trauma tied to policing.*
- *“I feel safer having a SRO in my school, I would like them to continue doing what they are doing.”*
- *“I would like to see them protect the students and staff at school, being kind, and making sure the students are okay mentally and physically.”*

29

# Next Steps

Identify prioritized initiatives for SROs, if they are to remain in RSD schools.

Submit to MCSO Board of Supervisors for their approval

Engage in an intergovernmental agreement with MCSO

RSD Board approval of intergovernmental agreement with MCSO



Questions?

Thank you!



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

To: Board of Directors

From: Dr. Koreen Barreras-Brown, Chief Academic Officer

Prepared by: Dan Kimbrow, District Summer Coordinator

**Subject: Summer Programs 20-21**

Policy: [Instructional Goal - IA](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 1: Marginalized Students**

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

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**Summary:**

Garrett Jellesma, Summer Programs Assistant Principal, will present a summary of summer programs at their midway point.

**Previous Board Action:**

Not Applicable

**Background:**

Staff of Reynolds School District have undertaken the task of providing a safe, engaging, and fun summer program which addresses unfinished learning and the social emotional needs of our students. This is being 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 include teachers, an assistant/health secretary, a counselor/social worker, health and safety assistants, a site lead TOSA, and shared administrators across sites. Nursing services are provided by MESD at the recommended level. Additional prevention support is provided through Trillium Family Services. We provide breakfast and lunch each day as well as transportation to and from school and to extended care hub sites.

Our community partners including SEI, MFS, Latino Network, NAYA, IRCO, and Catholic Charities recruited targeted student. Students experiencing homelessness were recruited with assistance of our district social worker(s). MESD and our bilingual liaisons supported recruitment of

students qualifying for migrant services and those students for whom English is an additional language.

We are currently serving nearly 1000 students from all elementary schools at nine school sites and over 450 middle school students across the three middle schools. Students are engaged in academics with a focus on reading, math, and social emotional learning during the first portion of their 6-hour school day, then enrichment activities in conjunction with SUN for the last two hours of each day. Artists-in-residence and performances are provided through a partnership with Young Audiences. All middle school students are attending two consecutive days of Outdoor School through MESD. Safe Routes to School is teaching pedestrian and biking safety to all K-8 students. Additional partners are supporting reading instruction, soccer, arts, technology, Taekwondo, virtual reality, video production, and more at one or more sites.

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.

**Financial Implications:**

Additional funding from state and federal sources provided us with a unique opportunity to reopen schools for summer programs. Funding sources include SSA grants for this year and the next two years at three elementary schools and one middle school (Davis, Glenfair, Salish Ponds, and Reynolds Middle). Additionally, we have accepted state grants for summer enrichment and academics in K-8 schools, credit recovery for high schools, and reimbursable extended daycare. The first two of these state grants require 25% match, for which use of ESSER II/III funds is allowed.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable





**OBJECTIVE: TO PROVIDE A SAFE, ENGAGING, AND FUN SUMMER PROGRAM TO THE STUDENTS OF RSD7 WHICH ADDRESSES UNFINISHED LEARNING AND THE SOCIAL EMOTIONAL NEEDS OF OUR STUDENTS 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.**

A photograph of a classroom. In the foreground, there are several black desks with light-colored tops. The desks are arranged in rows. In the background, there are three whiteboards mounted on the wall. A projector is hanging from the ceiling. On the left side, there is a wooden door with a window. The floor is a light-colored, polished material. The text "OUR CLASSROOMS BEFORE SUMMER SCHOOL" is overlaid in the center of the image.

**OUR CLASSROOMS BEFORE  
SUMMER SCHOOL**

A photograph of a classroom during summer school. The room is filled with children and adults. In the foreground, a young girl in a grey shirt and blue shorts is standing on a blue mat with colorful illustrations. To her left, a boy in a black shirt and a girl in a striped shirt are also on mats. Further back, a man in a white shirt is standing on a black mat. The floor is covered with various colored mats (pink, black, blue, purple). In the background, there are desks, a projector screen displaying a whiteboard, and a whiteboard with some writing. The overall atmosphere is busy and educational.

**OUR CLASSROOMS DURING  
SUMMER SCHOOL**

# OUR DEDICATED STAFF AND PARTNERS

---

Teachers

---

SUN Site Coordinators

---

Partners

---

Site Lead TOSAs

---

Shared Assistant Principals

---

Cooks and Drivers

38

---

Assistant/Health Secretary

---

Health and Safety Assistants

---

Counselor/Social Worker

---

MESD Nurses

# SOME OF OUR COMMUNITY PARTNERS

- SUN – MFS, Latino Network, SEI, IRCO, Catholic Charities
- Playworks
- Multnomah County Library Books2U
- Boys and Girls Club and Champions for extended care
- Street Soccer USA
- Trillium
- Young Audiences
- Safe Routes to School
- Worlds Beyond Virtual Reality
- MetroEast

**OUR  
NUMBERS  
ARE  
GROWING  
DAILY**

**ELEMENTARY SCHOOLS:**

- Alder Elementary School.....159
- Davis Elementary School.....136
- Fairview Elementary School.....69
- Glenfair Elementary School.....102
- Salish Ponds Elementary School.....96
- Sweetbriar Elementary School.....87
- Troutdale Elementary School.....74
- Wilkes Elementary School.....117
- Woodland Elementary School.....82

**TOTAL 895**

**MIDDLE SCHOOLS:**

- H.B. Lee Middle School.....131
- Reynolds Middle School.....182
- Walt Morey Middle School.....88

**TOTAL 401**



OUR  
NUMBERS AT  
RHS

---

RLA - 94 students

2 graduated already as a result

12 on the cusp of graduating this summer

---

RHS – 250 in Person

This includes 9<sup>th</sup> Grade Counts, Credit Recovery and ELD Programs

182 Students are taking at least one online class. These are also credit recovery.

**ATTENDANCE  
RATES:**

- **Elementary  
Schools:  
89%**
- **Middle  
Schools:  
88%**



# WE ARE SUPPORTING OUR STUDENTS' AND FAMILIES' NEEDS



Daily curriculum:  
Math, ELA, and SEL



Daily Enrichment  
Activities



Outdoor School for<sup>#3</sup>  
all Middle School  
Students

# ENRICHMENT ACTIVITIES



# OUTDOOR SCHOOL





**OUR STUDENTS ARE  
GROWING AND ENGAGING**



**AS A COMMUNITY, WE ARE  
ENGAGING OUR STUDENTS  
AND SETTING UP SUPPORTS  
TO MEET ALL OF THEIR NEEDS**



**THANK YOU**



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

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

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

- a. Individual Board Member Reports or Announcements
- b. Upcoming Board Meetings
  - i. Board Work Session: August
  - ii. Board Business Meeting: August , 2021

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Superintendent's Report**

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

Date: July 21, 2021

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

---

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

---

**Summary:**

Superintendent Diaz will provide announcements and reports to the board:

- a. Announcements / Reports - Dr. Danna Diaz
- b. Communications Update
- c. Fiscal Update
  - i. Financial Report
  - ii. Enrollment Report



**Fiscal Year 2020-21**  
**June 2021 Board Report - Estimated Annual**

**GENERAL FUND**

	<b>Working Budget</b>	<b>6/30/2021 MTD</b>	<b>Fiscal Year Projected*</b>	<b>Budget Versus FY Projected</b>
<b>RESOURCES</b>				<b>(Under) / Over</b>
Beginning Balance	14,522,218	-	18,958,789	4,436,571
Local Sources	29,887,141	807,762	30,233,391	346,250
Intermediate Sources	1,001,800	-	646,787	(355,013)
State Sources	104,883,164	-	102,834,932	(2,048,232)
Federal Sources	65,000	3,672	70,338	5,338
Other Financing Sources	-	-	1,232,761	1,232,761
<b>Total Resources</b>	<b>150,359,323</b>	<b>811,434</b>	<b>153,976,998</b>	<b>2,384,914</b>
<b>REQUIREMENTS</b>				<b>Under / (Over)</b>
Instruction	83,220,180	16,338,522	76,036,967	7,183,213
Support Services	56,216,054	6,113,177	51,363,722	4,852,332
Community Services	462,610	(12,551)	398,225	64,385
Other Uses	3,869,368	-	3,726,765	142,603
Contingency	1,620,145	-	-	1,620,145
Unappropriated End Balance	4,970,966	-	-	4,970,966
<b>Total Expenditures</b>	<b>150,359,323</b>	<b>22,439,148</b>	<b>131,525,680</b>	<b>18,833,643</b>
<b>PERIOD NET ACTIVITY</b>		<b>(21,627,714)</b>		
<b>PROJECTED ENDING FUND BALANCE</b>			<b>22,451,318</b>	
(Total Resources minus Requirements)				-
<b>PROJ ACTUAL SPEND DOWN/ (ADD BACK) IN CASH RESERVE</b>				<b>(3,492,529)</b>

- Notes :**
- 1) Beginning Balance is a audited actual.
  - 2) Revenues estimate is based on ODE projection as of 5/1/2021  
 Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, and  
 Total ADMw (including Charters): 14,240.23
  - 2) Expenditures estimate is based on actuals to date and projected summer payroll and project costs.
  - 3) The projection is an estimate which can and may vary up to 10%.

**Multnomah County School District #7**

**FINANCIAL STATEMENT - General Fund By Function For the Period 06/01/2021 through 06/30/2021**

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>	
<b>INCOME</b>							
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	\$807,762.31	\$29,930,390.53	(\$43,249.53)	\$0.00	(\$43,249.53)	-0.1%
Intermediate (+)	\$1,001,800.00	\$0.00	\$596,787.45	\$405,012.55	\$0.00	\$405,012.55	40.4%
State (+)	\$104,883,164.00	\$0.00	\$102,259,932.34	\$2,623,231.66	\$0.00	\$2,623,231.66	2.5%
Federal (+)	\$65,000.00	\$3,671.95	\$70,338.18	(\$5,338.18)	\$0.00	(\$5,338.18)	-8.2%
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	\$811,434.26	\$153,048,998.43	(\$2,689,675.43)	\$0.00	(\$2,689,675.43)	1.8%
<b>Total : INCOME</b>	\$150,359,323.00	\$811,434.26	\$153,048,998.43	(\$2,689,675.43)	\$0.00	(\$2,689,675.43)	1.8%
<b>EXPENSES</b>							
Expenditures							
Instruction (-)	\$83,220,180.00	\$16,338,522.36	\$77,989,187.88	\$5,230,992.12	\$1,334,350.39	\$3,896,641.73	4.7%
Support Services (-)	\$56,216,054.00	\$6,113,176.52	\$44,645,100.30	\$11,570,953.70	\$2,959,844.98	\$8,611,108.72	15.3%
Enterprise & Community (-)	\$462,610.00	(\$12,550.77)	\$398,225.27	\$64,384.73	\$0.00	\$64,384.73	13.9%
Other Uses Transfers (-)	\$3,869,368.00	\$0.00	\$3,726,765.46	\$142,602.54	\$0.00	\$142,602.54	3.7%
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)	(\$22,439,148.11)	(\$126,759,278.91)	(\$23,600,044.09)	(\$4,294,195.37)	(\$19,305,848.72)	12.8%
<b>Total : EXPENSES</b>	(\$150,359,323.00)	(\$22,439,148.11)	(\$126,759,278.91)	(\$23,600,044.09)	(\$4,294,195.37)	(\$19,305,848.72)	12.8%
<b>NET ADDITION/(DEFICIT)</b>	\$0.00	(\$21,627,713.85)	\$26,289,719.52	(\$26,289,719.52)	(\$4,294,195.37)	(\$21,995,524.15)	0.0%

End of Report



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

<b>GENERAL FUND</b>								
FY 2019-20				FY 2020-21				
Revised Budget	6/30/2020 MTD	Fiscal Year Projected	Monthly %	Working Budget	6/30/2021 MTD	Fiscal Year Projected	Monthly %	
<b>RESOURCES</b>								
Beginning Balance	15,090,000	-	17,832,461	0.0%	14,522,218	-	18,958,789	0.0%
Local Sources	28,436,712	641,204	28,834,826	2.3%	29,887,141	807,762	30,233,391	2.7%
Intermediate Sources	1,896,800	1,654	388,509	0.1%	1,001,800	-	646,787	0.0%
State Sources	101,604,369	-	100,543,895	0.0%	104,883,164	-	102,834,932	0.0%
Federal Sources	65,000	11,994	53,009	18.5%	65,000	3,672	70,338	5.6%
Other Financing Source	-	-	-		-	-	1,232,761	0.0%
<b>Total Resources</b>	<b>147,092,881</b>	<b>654,852</b>	<b>147,652,700</b>	<b>0.4%</b>	<b>150,359,323</b>	<b>811,434</b>	<b>153,976,998</b>	<b>0.5%</b>
<b>REQUIREMENTS</b>								
Instruction	83,425,777	16,291,692	80,512,228	19.5%	83,220,180	16,338,522	76,036,967	19.6%
Support Services	55,212,249	6,859,610	53,284,025	12.4%	56,216,054	6,113,177	51,363,722	10.9%
Community Services	163,029	31,723	163,029	19.5%	462,610	(12,551)	398,225	-2.7%
Other Uses	1,700,715	50,852	1,700,715	3.0%	3,869,368	-	3,726,765	0.0%
Contingency	1,620,145	-	-	0.0%	1,620,145	-	-	0.0%
Unappropriated End Balance	4,970,966	-	-	0.0%	4,970,966	-	-	0.0%
<b>Total Expenditures</b>	<b>147,092,881</b>	<b>23,233,877</b>	<b>135,659,997</b>	<b>15.8%</b>	<b>150,359,323</b>	<b>22,439,148</b>	<b>131,525,680</b>	<b>14.9%</b>
<b>PERIOD NET ACTIVITY</b>		<b>(22,579,025)</b>				<b>(21,627,714)</b>		
<b>PROJECTED ENDING FUND BALANCE</b>			<b>11,992,703</b>				<b>22,451,318</b>	
<b>AVAILABLE PROJECTED ENDING FUND BALANCE</b>			<b>11,992,703</b>				<b>22,451,318</b>	
<b>PROJ. ACTUAL SPEND DOWN/(ADD BACK) IN CASH RESERVE</b>			<b>5,839,758</b>				<b>(3,492,529)</b>	

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



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

**Two Year Comparison as of Month Ending June 2020 and 2021 Respectively**

<b>GENERAL FUND</b>				
	<b>2019-20 EST YTD July - June</b>	<b>2020-21 EST YTD July - June</b>	<b>Compare to Prior Year July - June</b>	<b>Change %</b>
<b>REVENUES</b>			<u>+ / (-)</u>	<u>+ / (-)</u>
Local Sources	28,834,826	29,930,391	1,095,565	3.8%
Intermediate Sources	388,509	596,787	208,279	0.0%
State Sources	100,543,895	102,259,932	1,716,037	1.7%
Federal Sources	53,009	70,338	17,330	32.7%
Debt Financing Source	-	1,232,761	1,232,761	0.0%
<b>Total Revenues</b>	<b><u>129,820,238</u></b>	<b><u>134,090,209</u></b>	<b><u>4,269,971</u></b>	<b>3.3%</b>
<b>EXPENDITURES</b>			<u>+ / (-)</u>	<u>+ / (-)</u>
Salaries	60,678,085	60,278,990	(399,095)	-0.7%
Benefits/Employer Costs	35,753,087	35,695,792	(57,295)	-0.2%
Purchased Services	24,922,461	19,525,944	(5,396,517)	-21.7%
Supplies and Materials	3,955,082	4,181,739	226,657	5.7%
Capital Outlay	1,570,865	2,046,993	476,127	0.0%
Other Objects (Debts, Dues & Fees)	1,371,271	1,503,056	131,785	9.6%
Transfers	1,405,852	3,526,765	2,120,913	0.0%
<b>Total Expenditures</b>	<b><u>129,656,703</u></b>	<b><u>126,759,279</u></b>	<b><u>(2,897,424)</u></b>	<b>-2.2%</b>
<b>PERIOD NET ACTIVITY</b>	<b><u>163,535</u></b>	<b><u>7,330,930</u></b>	<b><u>7,167,396</u></b>	



**REYNOLDS SCHOOL DISTRICT**  
**Fiscal Year 2020-21**  
**GENERAL FUND**  
**Monthly Projections - As of June 30, 2021**

**REVENUES**

	Budget 2020-21	TOTAL Projected FY 2020-21	Projected FY 2020-21 Difference	* Actuals		TOTAL Projected FY 2020-21
				July 2020 - June 2021	June 2021	
			(Under) / Over			
Local (Taxes, Misc)	29,887,141	30,233,391	346,250	29,930,391	303,000	30,233,391
Intermediate	1,001,800	646,787	(355,013)	596,787	50,000	646,787
State	104,883,164	102,834,932	(2,048,232)	102,259,932	575,000	102,834,932
Federal	65,000	70,338	5,338	70,338	-	70,338
Other Financing Sources	-	1,232,761	1,232,761	1,232,761	-	1,232,761
<b>Total Revenues</b>	<b>135,837,105</b>	<b>135,018,209</b>	<b>(818,896)</b>	<b>134,090,209</b>	<b>928,000</b>	<b>135,018,209</b>

**EXPENDITURES**

			(Under) / (Over)			
Salaries	65,314,600	60,416,990	4,897,610	60,278,990	138,000	60,416,990
Associated Payroll Costs	39,601,507	35,737,192	3,864,315	35,695,792	41,400	35,737,192
Purchased Services	25,378,336	22,315,852	3,062,484	19,525,944	2,789,908	22,315,852
Supplies and Materials	5,809,366	5,399,755	409,611	4,181,739	1,218,015	5,399,755
Capital Outlay	2,452,177	2,601,928	(149,751)	2,046,993	554,935	2,601,928
Other (Debts, Dues & Fees)	1,676,313	1,527,198	149,115	1,503,056	24,142	1,527,198
Transfers	3,535,913	3,526,765	9,148	3,526,765	-	3,526,765
<b>Total Expenditures</b>	<b>143,768,212</b>	<b>131,525,680</b>	<b>12,242,532</b>	<b>126,759,279</b>	<b>4,766,401</b>	<b>131,525,680</b>

**SURPLUS / (DEFICIT)**

	<b>(7,931,107)</b>	<b>3,492,529</b>	<b>11,423,636</b>
--	--------------------	------------------	-------------------

*(Revenues minus Expenditures)*

(Under) / (Over)

**Beg. Fund Balance**

	14,522,218	18,958,789	4,436,571
--	------------	------------	-----------

**End Fund Balance**

	6,591,111	22,451,318.18	15,860,207
--	-----------	---------------	------------

*(Sum of Surplus/Deficit and Beg. Fund Balance)*

**Assumptions: FY 2020-21**

ODE estimates as of 5/1/2021 - Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, total ADMw: 14,240.23 2020-21 Estimate (including Charters)

**Revenues:**

**Expenditures:** Estimate is a preliminary amount until audit is complete.

**Beginning Fund Balance :** Audited amount.

55 \*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 June 2021 Board Report - Estimated Annual

## BOND CAPITAL PROJECTS FUND

	Working Budget	6/30/2021 MTD	Fiscal YTD	Fiscal Year Projected	Budget Versus FY Projected
<b>RESOURCES</b>					<b>(Under) / Over</b>
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	(25)	(25)	(25)	(2,525)
<b>Total Resources</b>	<b>2,895,200</b>	<b>(25)</b>	<b>2,472,995</b>	<b>2,472,995</b>	<b>(422,205)</b>
<b>REQUIREMENTS</b>					<b>Under / (Over)</b>
Salaries	-	-	-	-	-
Employer Costs/Benefits	-	-	-	-	-
Purchased Services	442,200	14,843	81,953	488,183	(45,983)
Supplies and Materials	52,500	39,147	39,147	42,834	9,666
Capital Outlay	2,400,500	201,269	1,546,524	1,865,810	534,690
Other Objects	-	1,400	31,250	31,250	(31,250)
Contingencies	-	-	-	-	-
<b>Total Expenditures</b>	<b>2,895,200</b>	<b>256,658</b>	<b>1,698,874</b>	<b>2,428,077</b>	<b>467,123</b>
<b>PERIOD NET ACTIVITY</b>		<b>(256,683)</b>	<b>774,121</b>		
<b>PROJECTED ENDING FUND BALANCE-ROLL TO 2020-21</b>				<b>44,918</b>	
(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 06/01/2021 through 06/30/2021**

Fiscal Year: 2020-2021

	<u>06/01/2021 - 06/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$2,473,020.40	\$2,892,700.00	\$419,679.60	85.5%
Local Sources (+)	(\$25.00)	(\$25.00)	\$2,500.00	\$2,525.00	-1.0%
Sub-total : Revenues	(\$25.00)	\$2,472,995.40	\$2,895,200.00	\$422,204.60	85.4%
<b>Total : INCOME</b>	(\$25.00)	\$2,472,995.40	\$2,895,200.00	\$422,204.60	85.4%
<b>EXPENSES</b>					
Expenditures					
Facilities Acquisition & Conststruction (-)	\$256,658.29	\$1,698,873.98	\$2,895,200.00	\$1,196,326.02	58.7%
Sub-total : Expenditures	(\$256,658.29)	(\$1,698,873.98)	(\$2,895,200.00)	(\$1,196,326.02)	58.7%
<b>Total : EXPENSES</b>	(\$256,658.29)	(\$1,698,873.98)	(\$2,895,200.00)	(\$1,196,326.02)	58.7%
<b>NET ADDITION/(DEFICIT)</b>	(\$256,683.29)	\$774,121.42	\$0.00	(\$774,121.42)	0.0%

End of Report

**Multnomah County School District #7**

**2015 Bond Capital Fund Report by Object For the Period 06/01/2021 through 06/30/2021**

Fiscal Year: 2020-2021

	<u>06/01/2021 - 06/30/2021</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$2,473,020.40	\$2,892,700.00	\$419,679.60	85.5%
Local Sources (+)	(\$25.00)	(\$25.00)	\$2,500.00	\$2,525.00	-1.0%
Sub-total : Revenues	(\$25.00)	\$2,472,995.40	\$2,895,200.00	\$422,204.60	85.4%
<b>Total : INCOME</b>	(\$25.00)	\$2,472,995.40	\$2,895,200.00	\$422,204.60	85.4%
<b>EXPENSES</b>					
Expenditures					
Purchased Services (-)	\$14,842.98	\$81,953.20	\$442,200.00	\$360,246.80	18.5%
Supplies and Materials (-)	\$39,146.80	\$39,146.80	\$52,500.00	\$13,353.20	74.6%
Capital Outlay (-)	\$201,268.51	\$1,546,523.98	\$2,400,500.00	\$853,976.02	64.4%
Other Objects (-)	\$1,400.00	\$31,250.00	\$0.00	(\$31,250.00)	0.0%
Sub-total : Expenditures	(\$256,658.29)	(\$1,698,873.98)	(\$2,895,200.00)	(\$1,196,326.02)	58.7%
<b>Total : EXPENSES</b>	(\$256,658.29)	(\$1,698,873.98)	(\$2,895,200.00)	(\$1,196,326.02)	58.7%
<b>NET ADDITION/(DEFICIT)</b>	(\$256,683.29)	\$774,121.42	\$0.00	(\$774,121.42)	0.0%

End of Report



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

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

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

- a. Approval of Personnel Order
- b. Approval of Prior Meeting Minutes
- c. Resolution #2021-2022-001 Designating District Officer, Clerks, Agents, and Depositories
- d. Approval of the 2021-2022 Board Calendar
- e. Approval of the Budget Calendar for the 2022-2023 Budget
- f. Multnomah Education Service District (MESD) 21-22 Master Services Agreement
- g. Authorization to Spend Over \$150,000 – ESS Substitute Services
- h. Authorization to Spend Over \$150,000 – CAL State School Fund Distribution
- i. Authorization to Spend Over \$150,000 – KNOVA/Rockwood Preparatory Academy State School Fund Distribution
- j. Authorization to Spend Over \$150,000 – Reynolds Arthur Academy State School Fund Distribution
- k. Intergovernmental Agreement with Portland Public Schools for Columbia Regional

**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**

June 23, 2021

7:00 PM

Virtual Meeting

Attendance Taken at 7:37 PM. Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, John Lindenthal: Present, Ricki Ruiz: Absent, Valerie Tewksbury: Present, Bob Fowler: Present, Joe Teeny: Present until 8:20p.

**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, ORS 192.660(2)(f) Exempt Information, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.

**II. 7:00p - Call to Order**

- Chair Tewksbury called the June 23, 2021 Business Meeting to order at 7:16p.

**A. Pledge of Allegiance**

**B. Land Acknowledgement**

- Director Lindenthal read the Land Acknowledgement into the record.

**C. Consider Approval of the June 23, 2021 Agenda**

I move the approve the agenda as presented with the addition of an action item regarding a decision in a Level III grievance hearing between REA and RSD. This motion, made by John Lindenthal and seconded by Joe Teeny, Passed.

Yea: 6, Nay: 0

**III. 7:10p - Budget Hearing**

- No public comment was submitted for the Budget Hearing.

**IV. 7:30p - Board Recognition**

**A. Student Recognition**

- Lily Noblin, 3rd grade student at Sweetbriar

**B. Volunteer/Community Partner Recognition**

- Bruce and Maxine Stannard, Sweetbriar Elementary

**C. Staff Recognition**

- Nutrition Leadership: Christy Foote, Darla Lau, and Emily Southworth-Gissel

**V. 7:40p - 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. Forms must be turned in before the meeting start time.

- Jeffrey Fuller and Joyce Rosenau on behalf of REA.

**VI. 7:50p - Bargaining Group Updates**

- Evan Selby, REA President
- Suzi Mutschely, OSEA President
- Wade Bakely, RAA Leader

**VII. 8:00p - Board Reports**

**A. Board Announcements**

- i. Individual Board Members - Announcements and Reports
- ii. Upcoming Board Meetings

**VIII. 8:10p - Superintendent's Reports**

**A. Announcements/Reports**

**B. Student Achievement**

- i. Student Engagement
- ii. School and Department Improvement Plans

**C. Communications**

**D. Fiscal Responsibility**

- i. Financial Report
- ii. Enrollment Report

**IX. 8:50p - Consent Agenda**

I move that the Board approve all Consent Agenda items as presented. This motion, made by Bob Fowler and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

**A. Approval of Personnel Order**

**B. Approval of Prior Meeting Minutes**

**C. Intergovernmental Agreements (IGAs)**

- i. Portland Public Schools on behalf of Columbia Regional for Deaf & Hard of Hearing Classrooms
- ii. Portland Public Schools on behalf of Columbia Regional for Consultative and Equipment Lending Services

**D. Authorization to Spend in Excess of \$150,000 for 2021-22 Custodial and Nutrition Supplies**

**E. 2021-2022 Fee Schedule**

**X. 8:55p - Action Items**

**A. ADDED Action Item: Board's decision regarding Level III Grievance hearing between REA and RSD.**

I move that the Board uphold the district's decision on the REA Greivance and uphold the remedies presented in teh Level II response, reporting back to the Board. This motion, made by John Lindenthal and seconded by Bob Fowler, Passed.

Yea: 5, Nay: 0

**B. Resolution 2020-2021-030 Amending the Adopted Budget**

I move that the Board adopt Resolution #2020-2021-030 a resolution amending the 2020-21 budget by increasing appropriations in Federal Programs Fund major function 1000 Instruction by \$850,000, major function 2000 Support Services by \$500,000 and major function 3000 Community Services by \$800,000 and increasing appropriation in State and Local Program Fund major function 3000 Community Services by \$500,000. This motion, made by Bob Fowler and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

**C. Resolution 2020-2021-031 Adopting the Annual Budget for Fiscal Year 2021-2022**

I move that the Board adopt Resolution #2020-2021-031, Resolution adopting the 2021-22 budget and appropriating funds as presented. This motion, made by John Lindenthal and seconded by Bob Fowler, Passed.

Yea: 5, Nay: 0

**D. Resolution 2020-2021-032 Declaring, Imposing, and Categorizing Taxes for Fiscal Year 2021-2022**

I move that the Board adopt Resolution #2020-2021-032, a resolution declaring, imposing, and categorizing taxes for fiscal year 2021-22. This motion, made by Bob Fowler and seconded by Yesenia Delgado, Passed.

Yea: 5, Nay: 0

**E. Resolution 2020-2021-033 Acceptance of a Seismic Rehabilitation Grant for RMS Cafeteria**

I move that the Board accept the grant in the amount of \$2,474,868 from the State of Oregon for the Seismic Rehabilitation Project of the Reynolds Middle School cafeteria and proceed with the project. This motion, made by Bob Fowler and seconded by Yesenia Delgado, Passed.

Yea: 5, Nay: 0

**F. MOU with REA regarding Summer School**

I move that the Board approve the MOU between REA and Reynolds School District, which will serve as the protocol for licensed employees to work onsite and support the summer programming. This motion, made by Yesenia Delgado and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

**G. MOU with OSEA regarding Summer School**

I move that the Board approve the MOU between OSEA and Reynolds School District, which will serve as the protocol for classified employees to work onsite and support the summer programming. This motion, made by Bob Fowler and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

**H. SSA Intensive Coaching Invitation**

- The Board will be agreeing to hear and accept recommendations on the spending of SIA funds and the extra intensive coaching funds. The is agreeing to hear and consider recommendations on other funds.
- ODE would not come in and make major changes. They would listen to community engagement and offer adjustments or corrections but has no intention of undoing the district's original SIA plan.
- Community Engagement considerations for reaching out to communities of colors and those communities who have been historically harmed or underserved.

I move that the Board accept the invitation from ODE to participate in the SSA Intensive Coaching Program. This motion, made by John Lindenthal and seconded by Bob Fowler, Passed.

Yea: 5, Nay: 0

**I. MOU with OSEA regarding Contracting Work Out**

I move that the Board approve the MOU between OSEA and Reynolds School District, which will serve as the terms and conditions of contracting out work typically performed by OSEA members. This motion, made by Bob Fowler and seconded by Yesenia Delgado, Passed.

Yea: 5, Nay: 0

**J. Authorization to Spend Over \$150,000 on Professional Development Services**

- Total amount for both years, paid upfront with two-year contract.
- Proposal includes professional development of learn, plan, implement, collect data, debrief. Looking at student achievement outcomes weekly is part of the training.

I move that the Board authorize the expenditure of more than \$150,000 to purchase the LETRS professional development course for a total not to exceed \$330,000.00. This motion, made by Bob Fowler and seconded by Ana Gonzalez Muñoz, Passed.

Yea: 5, Nay: 0

**K. Authorization to Spend Over \$150,000 on Supplemental Mathematics Instruction Software**

- This expense is already included in the Curriculum department's budget.

I move that the Board authorize the expenditure of more than \$150,000 to purchase this supplemental mathematics software for a total not to exceed \$162,000. This motion, made by John Lindenthal and seconded by Bob Fowler, Passed.

Yea: 5, Nay: 0

**L. Authorization to Spend Over \$150,000 on Supplemental Reading Instruction Software**

I move that the Board authorize the expenditure of more than \$150,000 to purchase this supplemental reading software for a total not to exceed \$190,000. This motion, made by Bob Fowler and seconded by John Lindenthal, Passed.

Yea: 5, Nay: 0

**XI. 9:15p - Board Discussion**

**XII. 9:30p - Adjourn**

- Chair Tewksbury adjourned the June 23, 2021 Business Meeting at 9:31p.

To: Board of Directors

From: Mary Knigge, Interim Chief Finance Officer

Prepared by: Regina Sampson, Interim Director of Financial Services

**Subject: Resolution #2021-2022-001 Designating District Officers, Clerks, Agents and Depositories of Funds**

Policy: [Authorized Signatures – DGA](#), [Depository of Funds - DG](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

The Board will consider the annual resolution.

Please refer to the following attachments:

- Resolution 2021-2022-001 Designation of District Officers – Depositories of Funds

**Previous Board Action:**

The Board designates officers, clerks, agents, and depositories of funds every year in July.

**Background:**

Oregon Revised Statutes and District practice requires that certain areas of fiscal authority be delegated on an annual basis. This process requires the School Board to review the attached resolution, which will be in effect for the new fiscal year.

This resolution is renewed annually to allow for the continued operation of District business. The Board is required to review the delegation of authority, ask questions, and make changes where appropriate. As stated above, some of the resolutions, such as appointment and authorization of Custodian of Funds, etc., are required by statute, while other are submitted as a matter of practice.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board adopt Resolution #2021-2022-001 as presented.

**Motion:**

I move that the Board adopt Resolution #2021-2022-001, a resolution designating District officers, clerks, agents and depositories of funds for the 2021-2022 fiscal year.

**RESOLUTION 2021-2022-001**

**A RESOLUTION DESIGNATING DISTRICT OFFICERS, CLERKS, AGENTS, AND DEPOSITORIES OF FUNDS  
FOR THE 2021-2022 SCHOOL YEAR**

**DISTRICT CLERKS**

**WHEREAS**, Dr. Danna Diaz, Superintendent of Reynolds School District #7, is designated by law as Clerk/Chief Executive Officer of said District for the 2021-2022 fiscal year;

**WHEREAS**, it is advisable for an additional staff member to be designated as Deputy Clerk;

**BE IT RESOLVED**, that Dr. Christopher Ortiz, Assistant Superintendent of Student and Family Services and District Operations, is appointed as Deputy Clerk for the 2021-2022 fiscal year.

**BE IT FURTHER RESOLVED**, that adequate bonds or insurance coverage be obtained for the named Clerk and Deputy Clerk.

**BUDGET OFFICER**

**BE IT RESOLVED**, that Dr. Danna Diaz is hereby designated to serve as Budget Officer of the Reynolds School District #7 for the fiscal year 2021-2022.

**GRANT OFFICER**

**WHEREAS**, grant funding may become available through Federal, State or other sources; and

**WHEREAS**, certain available grant funds may be deemed beneficial toward improvement of the District's educational system;

**BE IT RESOLVED**, that the Superintendent, Assistant Superintendent of Student and Family Services and District Operations or designees as assigned by the clerk be named as the Local Agency Representative and shall hereby be authorized to execute and file application(s) for and on behalf of the District and otherwise act as District officials in all activities related to grants during fiscal year 2021-2022.

**LEGAL COUNSEL**

**BE IT RESOLVED**, that Garrett Hemann Robertson, The Hungerford Law firm, Miller Nash, LLP, and Hawkins Delafield & Wood are hereby designated to serve as General, Labor, or Bond Counsel for Reynolds School District #7 during fiscal year 2021-2022.

**AUTHORIZATION TO FILL VACANCIES**

**BE IT RESOLVED**, that the Superintendent or designee is hereby authorized to accept resignations and fill vacancies and report them to the Board, for the Reynolds School District #7 during fiscal year 2021-2022.

**APPLICATION FOR FEDERAL IMPACT AID**

**BE IT RESOLVED**, that Deputy Clerk is designated as the authorized representative of the District in connection with filing for Federal Impact Aid. Public Law 874 for Reynolds School District #7 during fiscal year 2021-2022.

**DISTRICT REPRESENTATIVE FOR ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)**

**BE IT RESOLVED**, that the Facilities Services Administrator is appointed as representative for the Reynolds School District #7 during fiscal year 2021-2022.

**DESIGNATION OF DISTRICT SAFETY OFFICER and ASSISTANT SAFETY OFFICER**

**BE IT RESOLVED**, that the Assistant Superintendent of Student & Family Services and District Operations is appointed as the Official District Safety Officer and the Facilities Services Administrator is appointed as the Official Assistant Safety Officer, for Reynolds School District #7 during fiscal year 2021-2022.

**AUDITOR**

**BE IT RESOLVED**, that Pauly & Rogers P.C., Certified Public Accountants, are hereby designated to serve as Auditors for the Reynolds School District #7 during fiscal year 2021-2022.

**AMERICANS WITH DISABILITIES ACT (ADA)**

**BE IT RESOLVED**, that the Assistant Superintendent of Student and Family Services and District Operations, Assistant Superintendent of Human Capital Management and the Facilities Services Administrator are appointed as District coordinators for the Reynolds School District #7 for the fiscal year 2021-2022.

**AGENT OF RECORD, PROPERTY INSURANCE**

**BE IT RESOLVED**, that Brown & Brown Insurance, Oregon, is hereby designated to serve as Agent of Record for the Reynolds School District #7 for all insurance other than Health Benefits during fiscal year 2021-2022.

**NEWSPAPERS FOR LEGAL NOTICE**

**BE IT RESOLVED**, that *The Gresham Outlook* be designated as the newspaper in which legal notices will be published.

**INVESTMENT DEPOSITORIES**

**WHEREAS**, Reynolds School District #7 has statutory authority for investment of funds,

**BE IT RESOLVED**, that the following depositories are hereby, approved as official depositories of Reynolds School District #7 funds during the 2021-2022 fiscal year:

US Bank  
Piper Sadler – Seattle NW Division  
UBS Financial Services, Inc.  
Oregon State Local Government Investment Pool

**BE IT FURTHER RESOLVED** that the investment instruments listed below are permitted for 2021-2022.

Federal Agency Securities  
U.S. Treasury Securities  
Commercial Paper  
Repurchase Agreements  
Savings Accounts  
Time Certificates  
Banker's  
Acceptances

**BE IT FURTHER RESOLVED**, that the Clerk of the District, Deputy Clerk or designees as assigned by the clerk, as Custodian of Funds, are authorized to establish accounts and to issue checks against such accounts bearing the original signature of the Clerk or the Deputy Clerk or the facsimile signature of the Clerk and/or the Deputy Clerk in accordance with District Policy.

**SIGNING OF AGREEMENTS**

**BE IT RESOLVED**, that the Clerk, Deputy Clerk or designees as assigned by the clerk be authorized to sign contracts, conveyances or other documents for products, materials, supplies and other services that are in the current budget appropriations and make appropriate payments on behalf of the District as necessary in accordance with District Policy DJA, District Purchasing.

**DISPOSAL OF SURPLUS PROPERTY**

**BE IT RESOLVED** that the Deputy Clerk hereby is authorized to dispose of surplus property in accordance with Board Policy DN – Disposal of District Property.

**DESIGNATION OF LOCAL PUBLIC CONTRACT REVIEW BOARD**

**BE IT RESOLVED** that the governing body of Reynolds School District #7, the Board of Directors, be designated as the Local Public Contract Review Board for 2021-2022, in accordance with ORS 279.

Duly passed this 21<sup>st</sup> day of July 2021, at the regular meeting of the Board of Directors of Reynolds School District #7.

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Board Chair

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District Clerk



BOARD CALENDAR: 2021-2022

Date	Time	Event	Location*
July 16, 2021	6:00p	Board Training	Four Points Sheraton
July 17, 2021	9:00a	Board Training	Four Points Sheraton
July 21, 2021	6:00p	Executive Session	Virtual
	7:00p	Business Meeting	
August 6, 2021	6:00p	Board Training	Wood Village Baptist Church
August 7, 2021	9:00p	Board Training	Wood Village Baptist Church
August 11, 2021	6:00p	Executive Session	Virtual
	7:00p	Work Session	
August 25, 2021	6:00p	Executive Session	Virtual
	7:00p	Business Meeting	
September 8, 2021	6:00p	Executive Session	Virtual
	7:00p	Work Session	
September 22, 2021	6:00p	Executive Session	Virtual
	7:00p	Business Meeting	
October 13, 2021	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
October 27, 2021	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting 69	



BOARD CALENDAR: 2021-2022

Date	Time	Event	Location*
October 29, 2021	6:00p	Board Training	Edgefield Campus, Building I
October 30, 2021	9:00p	Board Training	Edgefield Campus, Building I
November 17, 2021	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
December 8, 2021	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
December 10, 2021	6:00p	Board Training	Edgefield Campus, Building I
December 11, 2021	9:00p	Board Training	Edgefield Campus, Building I
December 15, 2021	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
January 12, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
January 26, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
February 9, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
February 23, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	



BOARD CALENDAR: 2021-2022

Date	Time	Event	Location*
March 9, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
March 30, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
April 7, 2022	6:00p	Budget Committee Work Session	Edgefield Campus, Building I
April 13, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
April 14, 2022	6:00p	Budget Committee Work Session	Edgefield Campus, Building I
April 27, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
May 5, 2022	6:00p	Budget Committee Meeting	Edgefield Campus, Building I
May 11, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
May 12, 2022	6:00p	Budget Committee Meeting	Edgefield Campus, Building I
May 19, 2022	6:00p	Budget Committee Meeting	Edgefield Campus, Building I
May 25, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	



BOARD CALENDAR: 2021-2022

June 8, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
June 22, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	

\*Locations may be subject to change.

To: Board of Directors

From: Mary Knigge, Interim Chief Finance Officer

Prepared by: Regina Sampson, Interim Director of Financial Services

**Subject: Approval of Budget Calendar for 2022-2023 Budget**

Policy: [Budget Calendar - DBC](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

The District is required to set a budget calendar at the beginning of each school year. The Board is asked to approve the draft budget calendar as proposed.

The following document is attached:

- Budget Calendar 2022-2023

**Previous Board Action:**

The Board approves the Budget Calendar annually.

**Background:**

The proposed Budget Calendar is similar to those of prior years with the continuation of internal and external listening sessions proposed to be held between October and March to share early budget framework assumptions and gather input as the budget draft is being created.

**Financial Implications:**

Not Applicable

**Alternatives:**

The Board could request a modified calendar.

**Staff Recommendation:**

Staff recommends the Board approve the 2021-2022 Budget Calendar for the 2022-2023 Budget as proposed.

**Motion:**

I move that the Board approve the 2021-2022 Budget Calendar for the 2022-2023 Budget as proposed.



## Budget Calendar July 1, 2021 to June 30, 2022

### **Board of Directors Meeting** **July 21, 2021**

- √ Board Appoints Budget Officer
- √ Board Considers 2021-2022 Budget Calendar for 2022-2023 Budget

### **Staff and Community Input Sessions** **October 5, 2021 and November 4, 2021**

- √ Staff Input
- √ Community Input

### **Budget Priorities Discussion** **December 8, 2021**

### **Adoption of 2022-2023 Budget Priorities** **January 26, 2022**

### **Conduct 1<sup>st</sup> Budget Committee Work Session** **April 7, 2022**

### **Publish 1st Notice of Budget Committee Meetings** **April 8, 2022**

- √ 5 to 30 Days Before the 1<sup>st</sup> Meeting (Gresham Outlook)

### **Conduct 2<sup>nd</sup> Budget Committee Work Session** **April 14, 2022**

### **Publish 2nd Notice of Budget Committee Meetings** **April 15, 2022**

- √ 5 to 30 Days Before the 2<sup>nd</sup> Meeting (Gresham Outlook)

### **Proposed Budget Published** **April 28, 2022**

### **1st Budget Committee Meeting** **May 5, 2022**

- √ 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 12, 2022**

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

### **3rd Budget Committee Meeting (if needed)** **May 19, 2022**

### **Publish Notice of Budget Hearing (only once)** **May 27, 2022**

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

### **Board of Directors Meeting - Conduct Budget Hearing** **June 22, 2022**

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

### **Board of Directors Meeting - Enact Resolutions** **June 22, 2022**

- √ Adopt Budget, Authorize Appropriations & Impose and Categorize Taxes
- √ Amend 2021-2022 Appropriations (if necessary)

### **Submit Tax Certification Documents** **July 15, 2022**

- √ To County Assessor Office by July 15, 2022
- √ File Budget Document with County Recorder and Designated Agencies



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

To: Board of Directors

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

Prepared by: Hank Bauer, Administrative Analyst to the Superintendent of Student & Family Services

**Subject: Multnomah Education Service District (MESD) 21-22 Master Services Agreement**

Policy: [District Purchasing - DJ](#)

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

- Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

The district receives a number of services through Multnomah Education Service District (MESD). MESD procures services through a consortium of Education Service Districts (ESD) that provide specialized services. MESD utilizes a Master Services Agreement model presented to the Board for review and approval, authorizing staff to sign the document.

Please refer to the following attachment(s): MESD 21-22 Master Agreement

**Previous Board Action:**

- |                |  |
|----------------|--|
| August 2020    | Board Approved 2020-2021 Master Services Agreement with MESD         |
| September 2019 | Board Approved 2019-2020 Master Services Agreement with MESD         |
| July 2018      | Board Approved 2018-2019 Master Services Agreement with MESD         |
| July 2017      | Board Approved 2017-2018 (first) Master Services Agreement with MESD |

**Background:**

MESD purchased services have previously been procured through numerous separate

Intergovernmental Agreements (IGA). At times some services are received through a consortium of ESDs that provide specialized services and the District enters into service agreements with other ESDs directly.

This is an overarching proposed agreement for one year. The specific work to be purchased through the agreement will be presented to the District as a Statement of Work so that district administration can agree to each type of services and its cost.

The draft agreement has been circulated for review by the district program manager and legal counsel and it has been recommended for approval as to form.

**Financial Implications:**

The agreement itself does not include a price. Each statement of work will have a price quote and any amounts in excess of \$150,000 will be presented to the Board for approval.

**Alternatives:**

Agreeing to a Master Services agreement is more efficient and productive than needing several different IGAs for each service provided by MESD.

**Staff Recommendation:**

Staff recommends the Board approve the 2021-2022 Master Services Agreement with MESD.

**Motion:**

I move that the Board approve the 2021-2022 Master Services Agreement with the Multnomah Education Service District.

**INTERGOVERNMENTAL MASTER SERVICES AGREEMENT  
BETWEEN  
MULTNOMAH EDUCATION SERVICE DISTRICT  
AND  
REYNOLDS SCHOOL DISTRICT #7**

THIS INTERGOVERNMENTAL MASTER SERVICES AGREEMENT is made this June 30, 2021 by and between the Multnomah Education Service District ("MESD") and Reynolds School District #7 ("District"), pursuant to authority granted in ORS Chapter 190. MESD and District are collectively identified as the "Parties". Each undersigned Party agrees as follows:

**MSA Terms & Definitions**

The following terms shall apply to this agreement and to all related documents described in this section, unless otherwise indicated within a properly executed amendment.

**Component Districts:** As of June 1, 2021, MESD's Component Districts ("Component Districts") are the eight public school districts located in Multnomah County, including: Centennial School District, Corbett School District, David Douglas School District, Gresham-Barlow School District, Parkrose School District, Portland Public Schools, Reynolds School District, and Riverdale School District.

**Non-Component Districts:** in this document, "Non-Component Districts" refers to any Party to this agreement which is not included in the list of MESD's Component Districts above. The phrase, "Non-Component Districts," is intended to be inclusive of many types of agencies served by MESD, and may include public schools or school districts, other education service districts, private schools or school systems, colleges, universities and institutions of higher learning, or units of federal, state, county, local or tribal government.

**"Superintendents' Agreements":** Each biennium, MESD and the Superintendents of its Component Districts agree on a resolution service plan process for each subsequent fiscal year. This agreement, the "Multnomah Education Service District and Component Districts Biennial Resolution Process Agreements and Understandings," also known as "the Superintendents' Agreement," is hereby incorporated into this document, but only when District is a Component District of MESD. The terms and conditions of the Superintendents' Agreement in use during the effective dates of this MSA shall prevail in the event of a conflict between documents. The "Superintendents' Agreement" is not incorporated into this document when District is a Non-Component District of MESD.

**Master Services Agreement:** The Master Services Agreement ("MSA") is this document. The terms and conditions of the MSA apply to all services pursuant to the Agreement and are not tailored to specific services. The terms and conditions of the MSA apply to every service provided pursuant this agreement, and shall be signed by both parties.

**Service Referral and Quote Forms.** Service Referral and Quote Forms ("SRQ's") shall be used to

1. Document the details of service referrals,
2. Identify a Service Description Instrument containing the appropriate Scope of Work, and
3. Identify a costing instrument or provide rates and/or costs for the service, and
4. Estimate the Start and End dates of the service, and
5. Identify a payment authorization instrument, and
6. Identify the appropriate District and MESD contacts for management of the SRQ.

The SRQ shall document offer and acceptance of individual services between District and MESD in writing. Such documentation may include, but is not limited to, signatures from both parties, email correspondence from both parties acknowledging agreement, or electronic form submission and acknowledgement by both parties. All SRQ's shall be subject to the terms and conditions of this MSA and any subsequent amendments to this MSA.

**Service Description Instruments.** Each SRQ will describe the services to be provided with either a detailed description of those services, or a reference to one of the following documents which must contain a detailed description of the services:

1. The Local Service Plan (LSP), or
2. A student's or students' Individual Education Plan or Plans (IEP), or
3. Pre-published Statements of Work found on MESD's website, or
4. Cascade Technology Alliance and Cascade Education Alliance publications, or
5. Ad-hoc Statements of Work, negotiated between MESD and District.

**Costing Instrument.** Each SRQ will describe how the cost of service will be calculated with one of the following documents:

1. District Service Plan, or
2. Cascade Technology Alliance and Cascade Education Alliance documents, or
3. Ad-hoc Statements of Work, negotiated between MESD and District.

**Change Control & Amendment:** If the parties mutually agree to modify the scope or to otherwise change the direction of the service as a result of a Change Control Process, MESD shall execute an amendment to the SRQ to document the nature of the change and the obligations of the parties.

**Entire Agreement:** It is the intent of the Parties that this written MSA, and the subsequent SRQ's for the services given and any fully executed amendments, combined, contain the entire understanding of the Parties and supersede all previous and contemporaneous verbal and written agreements relative to the subject matter of this MSA. The terms and conditions of this MSA, including its fully executed SRQ's, and Amendments shall completely and exclusively replace any and all other agreements for the same services. If there is any conflict between the terms of a SRQ or any Amendments and this Master Services Agreement, the terms of this Master Services Agreement shall prevail.

**Engagement.** MESD shall perform professional services for District as defined in each SRQ which is approved in writing by both Parties.

**Data on the Parties**

<b>MESD Information:</b>	
<b>Agency Name:</b>	Multnomah Education Service District
<b>Address:</b>	11611 NE Ainsworth Circle
<b>City, State, Zip</b>	Portland, OR 97220
<b>Telephone:</b>	(503) 255-1841
<b>Point of Contact**:</b>	Doana Anderson, Director of MESD Business Services
<b>Email:</b>	danderso@mesd.k12.or.us
<b>Tax ID (TIN) Number:</b>	93-6000829

<b>District Information:</b>	
<b>Agency Name:</b>	Reynolds School District #7
<b>Address:</b>	1204 NE 201st Ave.
<b>City, State, Zip</b>	Portland, OR 97024
<b>Telephone:</b>	(503) 661-7200
<b>Point of Contact**:</b>	Regina Sampson
<b>Email:</b>	rsampson@rsd7.net
<b>Tax ID (TIN) Number:</b>	93-6000836

**\*\*All information in this MSA is subject to public records law. Please contact the MESD Point of Contact or the District Point of Contact listed above if you have questions.**

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### SPECIAL TERMS & CONDITIONS

1. **Term.** This MSA is effective at the date of signature by all parties. The term of any resulting agreement is identified in the SRQ. Unless earlier terminated as provided elsewhere in this document, this MSA shall continue through June 30, 2023.
2. **Maximum Total Payment; Invoicing.** District will make no payments on any service until the related SRQ is approved by the authorized representatives of both parties.
  - a. **Maximum Total Payment:** Except as noted below, District shall pay MESD the amounts obligated in the individual SRQ's for the services actually provided by MESD.
  - b. **Staff absence.** In the event that MESD Staff who provides direct services to students is absent, MESD shall make every reasonable effort to continue services, or reschedule the service at a mutually agreeable time. In the case where a service cannot be continued or rescheduled, MESD agrees to reduce the amount invoiced to District for the time missed, based on the costing instrument in that service's SRQ.
  - c. **Student absence.** In the event of an enrolled student absence, District agrees to pay MESD for the services that would have been provided to that student, had the student been present.
  - d. **Student withdrawal or modification of services.** District and MESD will collaborate in deciding a student's withdrawal from or modification to services. In the event of a withdrawal or modification, District and MESD agree to negotiate changes to the SRQ to accommodate withdrawal and modification of costs.
  - e. **Emergency closures.** In the event that District declares an emergency closure, District agrees to pay MESD for the services that would have been provided during that closure.
  - f. **Calendar modifications.** In the event that District or MESD changes its school year, District and MESD agree to negotiate for the new days of service.
  - g. **Invoicing:** Upon completion of services pursuant to an SRQ or upon meeting the SRQ's criteria for milestone or periodic payments, MESD shall submit its invoice to the District, Net 30 days.
3. **Attendance Tracking & ODE Reporting.** In programs where MESD provides direct instruction to students, MESD shall track those students in a designated student information system and upload related ADM information to ODE. MESD shall promptly notify the District if a student has five consecutive days of non-attendance in a month. MESD follows the ten-day drop rule per Oregon law, and will promptly notify District when a student has missed ten consecutive days.
4. **Data Sharing.** MESD will import and manage confidential student and program data from District in the performance of some services per this MSA, in alignment with the Family Education Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g), and in alignment with Oregon Administrative Rules 518-021-0220 through 581-021-0440.

To ensure that a secure method of data exchange is provided between MESD and District, and to provide guidelines for the use of confidential data which District makes available to MESD, such data will be exchanged and/or maintained by the Parties with the following general provisions.

- a. **Data.** For the purposes of this MSA, "Data" means District's student information, including but not limited to student names, identification numbers, date of birth, IEP information, district name, school name, gender.
  - b. **Right to Use District Data.** MESD may only use the Data for the business purposes outlined in the LSP and/or the SRQ issued pursuant to this MSA.
  - c. **District-Owned Data.** District shall make identified District data available to MESD.
  - d. **Data Security:**
    - i. MESD will allow only approved MESD employees to access District data. MESD shall be solely responsible for ensuring that authorized MESD employees are not security risks, and upon District's request, MESD will provide District with any information reasonably necessary for District to evaluate security issues relating to any authorized MESD employee or MESD information systems.
    - ii. Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such Party's use of the data is secure and is used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use loss alteration or destruction.
    - iii. All emails containing student data from a District educational record must be encrypted or otherwise secured.
  - e. **Disposition of Data Upon Termination.** Generally, upon termination of service, MESD will cease to upload District data. Data that is legally permitted to be destroyed will be destroyed; however, MESD shall keep data for auditing and emergency backup purposes where required by contract, statute, District policy, best industry practices and/or District request. Alternate disposition requirements and procedures for each service may be listed in the Service Description Instrument.
5. **Provisions Pursuant to FERPA.** Both District and MESD are subject to the Family Educational Right and Privacy Act (FERPA), 20 U.S.C. § 1232g, as follows:
- a. **Definitions:**
    - i. **"Education Records"** are defined as records that are directly related to a student and maintained by the District or by a party acting for the District.
    - ii. **"Disclosure"** means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records to any party by any means.
  - b. **Disclosure and Re-disclosure.** The Parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be disclosed or re-disclosed to third parties without written consent of the students' parents/guardians, and must be used only for the purposes identified in this Agreement.

- c. **Eligible Third Parties.** FERPA specifically addresses disclosure of education records to contractors, consultants, volunteers and service providers who are not employees of a District. FERPA states that these individuals may have access to records if they: (1) perform an institutional service or function for which the District would otherwise use employees; and (2) are under the direct control of the District with respect to the use and maintenance of education records.
- d. **Role of MESD.** Pursuant to this MSA, MESD may provide other services for District that District would otherwise provide for itself using employees. MESD is under the direct control of the District with respect to the use and maintenance of data from education records. MESD would have "legitimate educational interests" in the data disclosed if the service were performed by MESD employees. The District therefore authorizes MESD staff access to the District's student data within the scope of those other services which are purchased pursuant to this MSA.
- e. **Disclosure of Directory Information.** MESD shall comply with any obligation of District not to disclose "directory information" concerning any student when the student's parents/guardian (or the student, where applicable) have opted out of the disclosure of the student's "directory information" under FERPA.

### STANDARD TERMS & CONDITIONS

1. **Termination.** This MSA may be terminated as follows unless otherwise specified herein:
  - a. The District and MESD, by mutual agreement, may terminate the MSA at any time.
  - b. By either party upon 60 days written notice, except that if the services provided under the MSA relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date an individualized education program team determines that a student's placement will be changed unless prohibited by law. No such termination shall prejudice any right or obligation of the Parties already accrued prior to the effective date of termination.
2. **Access to Records.** Each Party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
3. **Ownership of Work.** All work products created by MESD as part of MESD's performance of this Agreement, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of MESD. District data uploaded by District or MESD into MESD or CTA-operated databases remains the property of District, unless otherwise noted in the SRQ or its related statements of work.
4. **Quality of Work.** The parties represent and warrant that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.
5. **Licenses.** At all times during the term of this Agreement, MESD represents and warrants that those who are assigned to perform services have any and all required licenses, certifications, or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
6. **Time is of the Essence.** Time is of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its Attachment(s).
7. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party.

8. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Agreement and all regulations and administrative rules established pursuant to those laws.
9. **Indemnity and Hold Harmless.** Each party shall be responsible exclusively for its respective officers, employees, and agents. Each party shall provide its own personnel with employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300), the Parties shall each defend, save, hold harmless, and indemnify the other from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever (including reasonable attorney fees) resulting from, arising out of, or relating to the acts or omissions of the party's own officers, employees, subcontractors, or agents in the performance of this Agreement.
1. **Cyber-Liability Insurance:** If, during the effective dates of this MSA, cyber-liability insurance remains commercially and reasonably available for MESD to procure, MESD shall maintain in force, at MESD's expense, cyber-liability insurance with a combined single limit of not less than \$1,000,000, plus excess coverage of not less than \$2,000,000. If not otherwise constrained by market forces, MESD shall place the excess coverage on a dedicated basis, outside the Oregon school district insurance pool (PACE) to ensure aggregate limits are not eroded.
10. **Insurance:** MESD shall at all times maintain in force at MESD's expense, each insurance noted below:
  - a. **Workers' Compensation** insurance for all subject workers in compliance with ORS 658.017. MESD and all subcontractors of MESD with one or more employees must have this insurance unless exempt under ORS 656.027.
  - b. **Public Entity Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$3,000,000. This insurance must include contractual liability coverage, as well as professional liability coverage to cover the errors and omissions of staff who are performing under the scope and course of their duties at MESD. MESD's coverage will be primary in the event of loss.
  - c. **Certificate(s) of Insurance.** MESD shall furnish a current Certificate(s) of Insurance to District upon request. 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 MESD's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For Public Entity Liability and Cyber-Liability, the Certificate shall also provide that District, its agents, officers, and employees are Additional Insureds with respect to MESD's services to be provided under this Agreement.
11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
12. **No Third Party Beneficiaries.** District and MESD are the only parties to this MSA and are the only parties entitled to enforce its terms. Nothing in this MSA provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this MSA and expressly described as intended beneficiaries of this MSA.

13. **Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this MSA, and MESD agrees to cooperate fully with these other contractors and with the District. When requested by District, MESD shall coordinate its performance under this MSA with such additional or related work. MESD shall not interfere with the work performance of any other contractor or District employees.
14. **Work Performed on District Property.** MESD shall comply with the following:
- a. **Identification.** When performing work on District property, MESD shall be in appropriate work attire at all times. MESD shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify MESD. MESD and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If MESD cannot produce such identification or if the identification is unacceptable to District, District may provide, at its sole discretion and expense, District-produced identification tags to MESD Staff.
  - b. **Sign-in Required.** As required by schools and other District locations, each day MESD's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. MESD's employees must display this tag on their person at all times while on District property.
  - c. **No Smoking.** All district properties are tobacco-free zones; MESD is prohibited from using any tobacco product on District property.
  - d. **No Drugs.** All District properties are drug-free zones as enforced by the police bureau for the school's or District's jurisdiction.
  - e. **No Weapons or Firearms.** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; MESD is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
15. **Force Majeure.** Neither party shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to: war or insurrection; strikes, lockouts, or walkouts by the party's own employees; fires; natural calamities; epidemics; quarantine and/or stay-at-home restrictions; riots; or demands or requirements of governmental agencies other than the Parties to this Agreement.
16. **Waiver; Severability.** Waiver of any default or breach under this MSA by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this MSA. If any term or provision of this MSA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MSA did not contain the particular term or provision held invalid.
17. **Nondiscrimination Clause.** Both Parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this MSA. The Parties further agree not to discriminate in their employment or personnel policies.
18. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this MSA must be in writing and signed by both parties. The parties may renew this MSA by their signed, written instrument.

- 19. **Entire Agreement.** This Agreement and its Attachment(s) together constitute the final and exclusive understanding of the Parties. There are no other warranties, promises, representations, agreements, conditions, or understandings between the Parties, either oral or written, other than those expressly set forth in this Agreement and its Attachment(s).
- 20. **Counterparts.** The Parties may execute this MSA in counterparts, each of which constitutes an original and all of which comprise one and the same MSA. Counterparts may be delivered by electronic means.
- 21. **Notices.** All notices or demands of any kind required or desired to be given by District or MESD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

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

**MESD**  
Multnomah Education Service District

**District**  
Reynolds School District #7

\_\_\_\_\_  
*Signature of MESD's Authorized Signer,*

\_\_\_\_\_  
*Signature of District's Authorized Signer*

\_\_\_\_\_  
*Name and title of MESD's Authorized Signer*

\_\_\_\_\_  
*Name and title of District's Authorized Signer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

To: Board of Directors

From: Mary Knigge, Interim Chief Finance Officer

Prepared by: Regina Sampson, Interim Director of Financial Services

**Subject: Authorization to Spend Over \$150,000 – ESS Substitute Services**

Policy: [District Purchasing - DJ](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

The District uses substitutes to cover for sick and other leave of 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 authorization to spend over \$150,000 on ESS substitute services for fiscal year 2021-2022.

Please refer to the following attachments:

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

**Previous Board Action:**

- August 28, 2019 – Board Authorized Expenditure in Excess of \$150,000 for Substitute Services
- October 28, 2020 – Board Authorized the extension of the ESS Contract to June 30, 2021
- October 28, 2020 – Board Authorized Expenditure in Excess of \$150,000 for Substitute Services

- May 26, 2021 – Board Authorized the extension of the ESS Contract to June 30, 2022

**Background:**

During 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, 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 are \$2.65 Million budgeted in the approved budget for contracted substitute services across all funds for 2021-22.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board authorize the expenditure of more than \$150,000 to provide substitute services to ESS for fiscal year 2021-2022.

**Motion:**

I move that the Board authorize the expenditure of more than \$150,000 to provide substitute services through ESS fiscal year 2021-2022.

## 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 201<sup>st</sup> 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:

**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.

### **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. 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;

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 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.**

**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.

**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.

**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, 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 employee(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.

11.10 **FERPA Redisclosure.** The Parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict penalties for improper disclosure or redisclosure 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 redisclosed 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 201<sup>st</sup> 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. 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.

**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 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.

<b>Name of Proprietor, Partnership, or Corporation</b>	<b>Signature of Proprietor, Partner, or Corporate Officer:</b>
<b>Business Name</b> ESS West, LLC	<b>Signature</b>
<b>Street Address</b> 1915 NE Stucki Ave #260, Beaverton, OR 97006	<b>Printed Name of Signatory</b>
<b>Mailing Address</b> 1915 NE Stucki Ave #260, Beaverton, OR 97006	<b>Title</b>
<b>City, State, and Zip Code</b>	<b>Date Signed</b>
<b>Phone Number</b> 503-208-7454	<b>Fax Number</b>
<b>E-mail Address</b>	
<b>Federal Tax ID Number Or Social Security #</b> 47-3715295	<b>State of Incorporation</b> Delaware
<b>Business Designation (check one):</b> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> <b>Partnership</b> <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 <b><u>NO</u></b>	

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:** \_\_\_\_\_

**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

**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 2**  
**CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT AGENCY**

**NOTE: Agency Must Complete A or B below:**

**A. AGENCY IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP**

I certify under penalty of perjury that Agency is a [check one]:

- Corporation       Limited Liability
- Partnership authorized to do business in the State of Oregon.

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Signature	Title	Date
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**B. AGENCY IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT AGENCY**  
**Agency certifies under penalty of perjury that the following statements are true:**

1. If Agency is providing labor or services under this Agreement for which registration is required under ORS Chapter 701, Agency has registered as required by law, **and**
2. If Agency performed labor or services as an independent Agency last year, Agency filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Agency represents to the public that the labor or services Agency provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Agency.**

A. The labor or services I perform is primarily carried out at a location that is separate from my Residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

B. I purchase commercial advertising, or I have business cards for my business, or I am a member of a trade association.

C. My business telephone listing is separate from my personal residence telephone listing.

D. I perform labor or services only under written contracts.

E. Each year I perform labor or services for at least two different persons or entities.

F. I assume financial responsibility for defective workmanship or for services not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

  
\_\_\_\_\_

Agency Signature

  
\_\_\_\_\_

Date

**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**

- Agency is a sole proprietor, and
- Agency has no employees, and
- Agency will not hire employees to perform this Agreement.

 **CORPORATION - FOR PROFIT**

- Agency's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Agency will not hire other employees to perform this Agreement.

 **CORPORATION - NONPROFIT**

- Agency's business is incorporated as a nonprofit corporation, and
- Agency has no employees; all work is performed by volunteers, and
- Agency will not hire employees to perform this Agreement.

 **PARTNERSHIP**

- Agency is a partnership, and
- Agency has no employees, and
- All work will be performed by the partners; Agency will not hire employees to perform this Agreement, and
- 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**

- Agency is a limited liability company, and
- Agency has no employees, and
- All work will be performed by the members; Agency will not hire employees to perform this Agreement, and
- 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.

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 Agency Printed Name

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 Agency Signature

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 Agency Title

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 Date

**[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]**

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 \_\_\_\_\_

**Reynolds School District**

By   
Signature

Patricia Love Horne, COO  
Name and Title

Date 8/29/19

*[Faint, illegible text]*

**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**

<b>Description</b>		<b>Pay Rate</b>	<b>Bill Rate</b>
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**

DocuSigned by:  
 By Danna Diaz  
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 Signature

Dr. Danna Diaz, Superintendent  
 Name and Title

Date 6/1/2021

Legal Approved: 4/16/2021  
 Board Approved: 5/26/2021

**ESS West, LLC**

DocuSigned by:  
 By Steve Gritzuk 6/1/2021  
 A95AA3E73ECC428...  
 Steve Gritzuk, Chief Operating Officer

**EXHIBIT A  
Pricing Plan**

<b>Substitute Classification</b>	<b>Pay to Substitute</b>	<b>Bill Rate</b>
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



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

To: Board of Directors

From: Mary Knigge, Interim Chief Finance Officer

Prepared by: Regina Sampson, Interim Director of Financial Services

**Subject: Authorization to Spend Over \$150,000 – Center for Advance Learning State School Fund Distribution**

Policy: [District Purchasing - DJ](#)

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

- Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**Summary:**

Center for Advance Learning (CAL) has an approved Charter Agreement through June 30, 2026.

Please refer to the following attachment(s):

- CAL Charter Agreement

**Previous Board Action:**

The Board approved the CAL Charter Agreement through June 30, 2026 on May 26, 2021.

**Background:**

Since 2003, in partnership with local school districts, the Center for Advance 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.

**Financial Implications:**

The 2021-22 Budget includes allocations to cover contracted distribution of State School Funds based upon contracted rates of the Charter School Rates. There is \$580,000 budgeted in the

approved budget for contracted distribution of State School Funds in the General Fund for 2021-22.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board authorize the expenditure of more than \$150,000 to distribute the contracted percent of State School Funds to CAL throughout fiscal year 2021-2022.

**Motion:**

I move that the Board authorize the expenditure of more than \$150,000 to distribute the contracted percent of State School Funds to CAL throughout fiscal year 2021-2022.

## CHARTER SCHOOL AGREEMENT

DATED: May 25, 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 11<sup>th</sup> and 12<sup>th</sup> 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 11<sup>th</sup> and 12<sup>th</sup> 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 See alternative MOU for the allocation and distribution of Measure 98 funds.

11.2.3.6 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 (10<sup>th</sup>) 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 15<sup>th</sup> 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 11 day of June, 2021.

**CENTENNIAL SCHOOL DISTRICT 28J**

DocuSigned by:  
By: Dr. Paul Coakley  
F344FE8E4C9A4AB...

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**

DocuSigned by:  
By: Dr. Katrise Perera  
44C8FB57C6E049F...

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**

DocuSigned by:  
By: Dr. Danna Diaz  
2F7195168D924D3...

Title: School Board Chairperson

Address for notice purposes:  
Dr. Danna Diaz, Superintendent  
Reynolds School District 7  
1204 NE 201<sup>st</sup> Avenue  
Fairview OR 97024  
Phone: 503-661-7200  
Fax: 503-667-6932

**CENTER FOR ADVANCED LEARNING**

DocuSigned by:  
By: Steve Day  
E24EDAE2761F482...

Title: Director

Address for notice purposes:  
Steve Day  
Center for Advanced Learning  
1484 NW Civic Drive  
Gresham, OR 97030  
Phone: 503-667-4978



## CONTRACTED SERVICES AGREEMENT

The parties to this Contracted Services Agreement are the Center for Advanced Learning (“CAL”), its authorizing entity, Gresham-Barlow School District (GBSD), and its participating districts, the Centennial School District (CSD) and the Reynolds School District (RSD), also referred to collectively, unless otherwise specified, as the “Districts.”

### CAL:

- 1.0 CAL is a charter school authorized to provide an educational program as a public charter school under ORS Chapter 338;
- 2.0 CAL agrees to develop a budget plan for how funds will be used at CAL;
- 3.0 CAL will coordinate with Partner Districts to establish outcomes for funding.

### DISTRICT

- 1.0 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. Ex: 100 students x \$800 per student x 50% = \$40,000.
- 2.0 The Districts are three public school districts that are participating with CAL in a contract services agreement to fund students served from each of the authorizing and participating school districts;
- 3.0 In adherence to the CAL Charter, Section 11.4 – Fiscal Agent, GBSD will act as the fiscal agent for grant funds to CAL, including invoicing participating districts.

### Conditions

- 1.0 The Contracted Services Agreement is in effect until the end of Measure 98 funding as set by the Oregon Legislature and the Oregon Department of Education.
  - 1.1 One of the parties to this Contracted Services Agreement gives 60-day written notice to the other of its intent to terminate this Agreement.

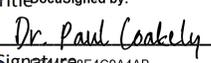
Gresham-Barlow School District

Dr. A. Katrise Perera  
 Printed Name  
 Superintendent  
 Title DocuSigned by:  
 6/15/2021  
 Signature Date

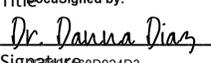
Center for Advanced Learning

Steve Day  
 Printed Name  
 Director  
 Title DocuSigned by:  
 6/16/2021  
 Signature Date

Centennial School District

Dr. Paul E. Coakley  
 Printed Name  
 Superintendent  
 Title DocuSigned by:  
 6/11/2021  
 Signature Date

Reynolds School District

Dr. Danna Diaz  
 Printed Name  
 Superintendent  
 Title DocuSigned by:  
 6/11/2021  
 Signature Date

To: Board of Directors

From: Mary Knigge, Interim Chief Finance Officer

Prepared by: Regina Sampson, Interim Director of Financial Services

**Subject: Authorization to Spend Over \$150,000 – KNOVA – Rockwood Preparatory Academy State School Fund Distribution**

Policy: [District Purchasing - DJ](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

KNOVA Learning Oregon, doing business as Rockwood Preparatory Academy (RPA), has an approved Charter Agreement through February 2025.

Please refer to the following attachment(s):

- RPA Charter Agreement

**Previous Board Action:**

The Board approved the RPA Charter Agreement through February 26, 2025 on June 24, 2020.

**Background:**

RPA has operated as a public charter in Reynolds School District since 2010, through numerous five-year agreements. As of March 31, 2021, ADMw for RPA was reported to Oregon Department of Education as 366.54.

**Financial Implications:**

The 2021-22 Budget includes allocations to cover contracted distribution of State School Funds based upon 91% of the Charter School Rates. There is \$2.9 million budgeted in the approved budget for contracted distribution of State School Funds in the General Fund for 2021-22.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board authorize the expenditure of more than \$150,000 to distribute the contracted percent of State School Funds to RPA throughout fiscal year 2021-2022.

**Motion:**

I move that the Board authorize the expenditure of more than \$150,000 to distribute the contracted percent of State School Funds to RPA throughout fiscal year 2021-2022.

## **CHARTER SCHOOL AGREEMENT**

**DATED:** June 24, 2020

**PARTIES:** BETWEEN THE BOARD OF EDUCATION OF  
REYNOLDS SCHOOL DISTRICT #7 (“District”)

**AND:** KNOVA LEARNING OREGON dba ROCKWOOD PREPARATORY  
ACADEMY  
an Oregon nonprofit corporation (“Corporation”)

### RECITALS

A. On January 30th, 2009, pursuant to ORS Chapter 338 the Corporation submitted to the District an application (attached and incorporated as Exhibit A) for formation of the KNOVA Reynolds Public Charter School (“Charter School”) to operate within the District.

B. The District Board held public hearings on the provisions of the Application and evaluated the criteria set forth in ORS 338.055 and District policies, and the District has determined that the Application, as amended by this Agreement, complies with the purposes and requirements of ORS 338 and District policies.

C. By resolution adopted July 23, 2009, the District Board approved the Application and agreed to become the sponsor of the Charter School contingent upon the negotiation and execution of a contract acceptable to the Corporation and the District.

D. By resolution adopted February 26, 2020, the District Board voted to renew the Charter School’s Charter Agreement for an additional five (5) year term; and

E. This Agreement, including the Application and its Exhibits, will constitute the agreement between the parties regarding the governance and operation of the Charter School and the legal authorization for the establishment of the Charter School under ORS 338.065(1).

F. The parties desire that the Charter School 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 Reynolds School District #7 Board of Education (referred to herein as either the “District” or the “District Board”) has approved the Corporation’s Charter School proposal (“Application”), is the sponsor of the KNOVA Reynolds Public Charter School (“Charter School”) that is to be operated by the Corporation in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein.

**2. Effective Date; Term; Renewal.**

**2.1 Effective Date.** When this Agreement has been duly executed by both the District Board and the Corporation’s board of directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment of the KNOVA Reynolds Public Charter School as a public Charter School, as provided in ORS 338.065(1) and shall expire at midnight on June 30, 2025

**2.2 Renewal of Term.** Renewal of this Agreement will be governed by ORS 338.065 and the terms of this Section.

**2.2.2. Renewal.** Renewal shall be pursuant to ORS 338.065. In making its decision whether or not to renew Charter School, the Board may use the outcomes from the annual evaluations of the Charter School Student Performance Framework (Exhibit B) and the Annual Performance Framework that will be utilized by the District. The Board shall consider the evaluation of student Academic Performance from the Charter School Performance Framework as the most important indicator of Charter School’s success. Charter School shall also report, and the Board shall consider at renewal, on how Charter School has met the other legislative goals of public Charter Schools set forth in ORS 338.015 including to (i) increase choices of learning opportunities for students; (ii) better meet individual student academic needs and interests (iii) build stronger working relationships among educators, parents and other community members; (iv) encourage the use of different and innovative learning methods; (v) provide opportunities in small learning environments for flexibility and innovation, which may be applied, if proven effective, to other public schools; (vi) create new professional opportunities for teachers; (vii) establish additional forms of accountability for schools and (viii) create innovative measurement tools.

**3. Conflict between Application, Historical Operations, and Agreement.**

In the case of any conflict between any term of the Application, the historical operation of the Charter School, and any term of this Agreement, this Agreement shall govern. Furthermore, a failure by the Charter School or the Corporation to perform or fulfill any term or provision of the Application shall not be a breach of this Agreement unless such failure is specifically described as a breach in this Agreement.

**4. Relationship Between Corporation and Charter School.**

The Corporation, and not the Charter School, is a party to this Agreement. Although many provisions in this Agreement refer to the Charter School and grant rights or impose obligations on the Charter School, it is the Corporation that has the legal responsibility under this Agreement to the District. Therefore, it is the responsibility of the Corporation to ensure that the Charter School fulfills all its obligations under this Agreement, and it is the Corporation that shall be held responsible for any failure of the Charter School to fulfill those obligations.

**5. Grade Range of Charter School; Number of Students; Minimum.**

**5.1 Number of Grades.** The Charter School will provide instruction to students in grades kindergarten through Fifth grade. In subsequent years, the Charter School may add or remove grades up to and including eighth grade, following approval by the District Board. On or before April 1 of each year of the Charter School's operation, the Corporation shall give notice to the District Board of the grades that will be included for the school year beginning the following September.

**5.2 Number of Students.** The Charter School's plan is to enroll up to about 30 students in each classroom. The Charter School may in its discretion allow some classrooms to have slightly more than 30 students, but in no event shall a classroom have more than 35 students. At full size, the Charter School expects to have up to 18 classrooms and up to 540 total students.

**5.3 Minimum Number of Students in School.** As provided in ORS 338.115(5), the Charter School shall maintain an active enrollment of at least 25 students.

**6. Enrollment and Admissions.**

**6.1 Voluntary Enrollment; Who is Eligible.** Student enrollment in the Charter School shall be voluntary. All students who meet legal age requirements applicable to a particular grade level [for example, minimum ages for children entering

kindergarten and first grade] 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 6.6), there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 7.

**6.2 Phased Enrollments; Deadlines.** The Charter School 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, the Charter School 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 the Charter School, except that the first phase of enrollment under Section 6.3 shall take place no earlier than February 15 and no later than April 1 of each year. The Charter School 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. The Charter School 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 6.5 [after waiting list is exhausted].

**6.3 Application Process; First Phase of Enrollment Process.** Beginning on a date set each year by the Charter School and up through the deadline for the first phase of enrollment set under Section 6.2, prospective students may apply for admission to the Charter School 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 6.2, then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the determined number of students to be admitted for a grade is 30, and if 20 applications are received, then all 20 applicants will be accepted. The remaining ten "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 the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law and District policy, 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 30, and if 40 applications are received, then 30 applicants will be accepted through the lottery process, and a waiting list of 10 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 6.8), if, out of the 40 applications, 35 are from resident students and 5 are from nonresidents, then a lottery will be held first as to the 35 resident applications and 30 will be accepted, with five going on the waiting list. Then a lottery will be held among the 5 nonresidents to determine order of priority on the waiting list.

**6.4 Second and Additional Phases of Enrollment.** If the Charter School receives fewer applications than the maximum number of students allowed for any grade, then the Charter School will set a second application deadline. The Charter School estimates that the second phase enrollment will take place about one month after the first phase and the third phase will take place about one month after the second phase; to illustrate, if the first phase deadline is March 1, the second phase deadline will probably be about April 1 and the third phase deadline will probably be about May 1. 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, the Charter School 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 the Charter School desires to create or expand a waiting list for any grade, the Charter School 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.

**6.5 Use of Waiting List; Filling Spaces if No Waiting List.** If at any time a student who has been enrolled declines to attend the Charter School, or if an attending student withdraws or is permanently expelled, the Charter School may admit the next student on its waiting list for the applicable grade. The Charter School may enroll the first student who applies after a space becomes available in a situation where (a) the final phase of enrollment under Section 6.4 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.

**6.6 Preferences After First Year.** As provided in ORS 338.125(3), in the second and following years of operation, the Charter School may give admissions preference to (1) students who were enrolled in the Charter School in the prior year, and (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year.

**6.7 Nondiscrimination; Target Student Population; Weighted Lottery.** As provided in ORS 338.125, the Charter School 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. However, the Charter School’s academic programs are specifically designed to meet the educational needs of students from low-income homes and prepare them for competitive colleges and careers. Toward this end, in its recruitment efforts the Charter School will conduct focused advertising, marketing, and other outreach efforts to students from low-income neighborhoods. The Charter School may also implement a weighted lottery as authorized by ORS 338.125 for the purpose of ameliorating the impact of discrimination against historically underserved students.

**6.8 Nonresident Students; Limitations.** As provided in ORS 338.125(2), if space is available the Charter School may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference. Nonresident applicants may be accepted to fill any “available spaces” (including spaces on waiting lists). The parties recognize that acceptance of a nonresident applicant at the first or later 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, 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. If the Charter School plans to accept a student who is not a resident within the District, the Charter School may issue a conditional acceptance to such student, subject to any legal requirements that preference be given to residents of the District.

In the event a nonresident student is enrolled in the Charter School, the Charter School agrees to:

- a) 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.
- b) 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.

**6.9 Dual Enrollment.** During a school year, if the Charter School learns that one of its students remains enrolled at another private or public school, the Charter School 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 the Charter School.

**6.10 Extracurricular Activities.** If any Charter School student desires to participate in extracurricular activities (for example, band, choir, other music activities, or sports) at a District-operated school, the District and the Charter School may (but are not required to) negotiate and enter into a separate agreement relating to such participation. Such agreement may govern issues such as fees, eligibility, transportation, and student conduct.

## **7. Special Education Students.**

**7.1 Special Education Students; IDEIA.** In this Agreement, the term “special education students” means children with disabilities to whom the Individuals with Disabilities Education Act and the Individuals with Disabilities Education Improvement Act (collectively, the “IDEIA”) applies, as such Act may be amended from time to time.

### **7.2 Application and Enrollment.**

7.2.1 The Charter School application form will ask if the student has an Individualized Education Program (“IEP”) under IDEIA. For any prospective student with an IEP, the Charter School will, immediately, or as soon as practicable, notify the IEP team leader (if known) or the District liaison for special education issues. The latest date for the notification to the district is the date on which the Charter School knows the student is admitted and eligible for special education services. A representative from the Charter School will attend the IEP team meeting at which the team will determine whether or not the Charter School is the appropriate placement.

This representative shall be the Charter School principal unless the district approves in advance of the meeting that another Charter School representative will attend. If the IEP team cannot meet before the Charter School holds its enrollment lottery under Section 6, then the IEP student(s) will be included in the lottery as if the placement had been approved.

7.2.2 The Charter School will admit students without regard to their status as special education students. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

**7.3 Child find; Accepted Students Later Determined to be Special Education Students.**

7.3.1 The Charter School will work closely with the District and any resident school district to ensure that “Child Find” responsibilities are carried out in good faith with respect to students enrolled in the Charter School. The Charter School will ensure that at least one of its teaching staff has been trained in the Child Find process, or if none have been so trained the Charter School will arrange for at least one of its teaching staff to receive such training.

7.3.2 The Charter School will promptly notify the District if a Charter School student is suspected of having a disability and may need evaluation to determine eligibility for special education and will comply with the District’s practices and policies for referral of any student for evaluation. Any student referred for evaluation shall remain enrolled at the Charter School until an IEP team determines that the Charter School is not the appropriate placement for that student.

**7.4 Administering the IEPs.**

7.4.1 The Charter School will comply with all District policies and regulations (including those regarding discipline) and the requirements of state and federal law concerning the education of children under IDEIA.

7.4.2 Each IEP team must include a District representative and appropriate District specialists. The Charter School will have a staff member on the IEP team of each enrolled special education student. The Charter School 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. The Charter School will not change the student's program without IEP team action.

7.4.3 The Charter School staff will comply with training required by an IEP team for delivery of services to a Charter School student, although the District is responsible for providing special education services. The District will pay the costs of any training of Charter School staff that the IEP team determines is required to accomplish the implementation of an IEP for a student. This is limited to costs for substitutes, consultants, course fees, and necessary supplies and materials.

7.4.4 The District has the discretion to determine which specialized programs will be offered on site at the Charter School facility. For those services that the IEP team, the District, and the Charter School mutually agree would be best delivered by District employees, the Charter School 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. The Charter School will provide space within its facility (such as a small room that can accommodate a special education teacher plus several students) for the providing of such services.

7.4.5 For those services that the IEP team, the District, and the Charter School mutually agree would be best delivered by Charter School employees, the Charter School and the District may negotiate a contract under which the District will compensate the Charter School for such special services.

7.4.6 The parties acknowledge the following regarding “related services”:

(a) The District may be required to deliver “related services” required to assist a student to benefit from special education as specified in the student's IEP;

(b) Transportation may be a “related service”;

(c) Transportation may include travel to and from the Charter School's facility and the location where special education services are to be provided; and

(d) Special education transportation will only be provided by the District to a Charter School special education student if it is included as a related service on the student's IEP.

7.4.7 The Charter School shall protect all personally identifiable student information relating to special education students attending the Charter School and will maintain a complete special education file. The Charter School will

cooperate with the District in the event the District is required to participate in a special education administrative complaint or due process proceeding.

#### 7.4.8

(a) The term “Extended Period” used in this subsection 7.4.8 will mean any period of time during which (i) the Charter School is open and teaching students but (ii) the other District schools are not open and District special education staff are not required by applicable contract to provide services (e.g. holidays, winter break, spring break, and summer break, but not including teacher in-service days).

(b) The parties anticipate that the Extended Period will generally include the days from (i) the date that other District schools close for the school year in mid to late June until (ii) the date that the Charter School closes in mid to late July [roughly four weeks on average]. It is possible that other days during the school year could be deemed “Extended Period” if during such days the Charter School is open and teaching students but the other District schools are not open and District special education staff are not required by applicable contract to provide services. But because the Charter School generally intends to follow the District calendar with respect to break periods and holidays, the Charter School expects that the only days likely to be deemed included within the “Extended Period” will be those indicated in the first sentence of this paragraph.

(c) Within 24 hours or as soon as practicable, after enrollment of a student eligible for special education services from the District, the IEP team will meet to review the IEP of the newly enrolled student for the purposes of reviewing the IEP and determining any obligation on the part of the District to provide services for the "Extended Period" as defined in 7.4.8(a) above. The IEP team, with participation of the parent, will modify the current IEP to reflect that the student will not be receiving special education services during the "Extended Period" by the District, unless such services are deemed "extended school year services" under 34 CFR 300.106 or OAR 581-015-2065.

(d) If, however, any IEP requires that special education services be provided during the Extended Period, the Charter School will be responsible for providing such services. To provide such services, the Charter School will either have its own employees provide such services

(if qualified to do so) or will enter into contracts with other qualified service providers to provide such services.

(e) The Charter School's indemnity obligation under Section 16.9.1 shall apply to any liability, claims, or demands arising from the District not providing special education services during the Extended Period, unless such services are deemed "extended school year services" under 34 CFR 300.106 or OAR 581-015-2065. The Charter School and District acknowledge that the District remains responsible for all the provision of a free appropriate public education to all special education students at the Charter School, and that nothing in this section shall be construed as relieving the District of its responsibility. The Charter School acknowledges that if it is required to respond to any complaint under the IDEA, whether by way of a due process complaint or a complaint filed with the Office for Civil Rights or the Oregon Department of Education, relating to the District's failure to provide special education services for any eligible student during an "Extended Period" [other than services deemed "extended school year services" and required to be provided in accordance with the student's IEP under 34 CFR 300.106 or OAR 581-015-2065], the Charter School will reimburse the District for any of its actual costs relating to this complaint, including (1) attorneys fees expended by the District in the due process or complaint process; (2) the actual cost to the District of providing compensatory services relating to the "Extended Period"; and (3) and costs or attorney fees awarded to the parents of a student raising a complaint related to the "Extended Period."

**7.5 Funding for Special Education Students.** ORS 338.165 governs funding relating to special education students. 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 40% of the General Purpose Grant that is payable to the Charter School under ORS 338.165(2)(a) for special education students equates to 80% of 1.0 times the General Purpose Grant. To illustrate, if the District's General Purpose Grant were to be \$6,000, the District would receive 2.0 times that amount, or \$12,000 for each special education student; the amount payable to the Charter School for each special education student would be \$4,800; the District would retain the remainder of \$7,200; any portion of such \$7,200 payable to the Charter School for services provided under Section 7.4 would be governed by the separate contract described in Section 7.4.5.

**7.6 Section 504 of the Rehabilitation Act of 1973.** The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973.

**8. School Year; School Day; Hours of Operation.**

The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. The Charter School anticipates that its school year will begin the same day the District's elementary schools begin, and that during the school year the Charter School will observe the same holidays and break schedules as the District. However, the school year will not conclude until mid-July, thus adding about 20 instructional days after the District's school year ends. In light of this extension of the school year into July, the Charter School may extend the length of breaks during the year at its sole discretion.

If the Charter School's calendar results in additional service costs to the District for services the Charter School either requests or requires under separate contract on those days that the Charter School is open but the District is not open (for example, costs of providing special education services), the Charter School shall reimburse the District for these costs. If the District is unable to provide such services on those days when the District is not open (for example, because District employees who would otherwise provide the services are not under contract for such days), then the Charter School will be responsible for obtaining such services from other providers at the Charter School's expense, and the Charter school will hold the District harmless for any District liability on account of the District not directly providing such services. The number of instructional hours during each school year shall comply with requirements of state law.

**9. Records.**

The Charter School shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. From time to time as state requirements change, the District shall provide the Charter School with a list of records and information required for the District to meet its state reporting requirements. The Charter School 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 District.

**10. Program and Curriculum, Goals, and Evaluation.**

**10.1 Acceptance by District of Program and Curriculum.**

10.1.1 The District accepts the curriculum and program design of the Charter School consistent with the historical operation of the Charter School and agrees to waive any District program and curricular requirements that are not incorporated into such curriculum design. The District’s intent is to allow the Charter School, within the requirements of state law, to promote and implement new, innovative, and flexible programs, curricula, learning environments, and learning methods.

10.1.2 The parties agree that the Application sets forth the overall goals, standards, and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School’s operation. To the extent that the Charter School desires to implement specific programs, policies, procedures or other specific terms of operation that supplement or otherwise differ from those in the Application, the Charter School shall be permitted to implement such programs, policies, procedures and specific terms of operation, provided that they are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement, and ORS chapter 338.

**10.2 Responsibilities of Charter School.** The Charter School is responsible for doing the following in compliance with state law:

- 10.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.
- 10.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.
- 10.2.3 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.
- 10.2.4 Providing required services, if any, to academically low achieving students.
- 10.2.5 Implementing the state-required assessments as provided in ORS 338.115.

**10.4 Student Performance.**

10.4.1 Charter School shall meet or exceed annual student academic performance targets as described in the Charter School Student Performance Framework (Exhibit B).

**10.4.2 School Improvement Plans.** If Charter School does not meet annual student performance targets required in Exhibit B, Charter School shall improve school performance as described in this section.

10.4.2.1 If a reading and/or mathematics target is not met by July 1 of any year, Charter School shall submit a detailed written plan with an aligned budget and professional development to support improvement toward meeting the annual student performance target(s) in the Charter School Student Performance Framework (Exhibit B). The plan shall include the use of formative assessments to monitor student progress. The plan will be submitted to the District no later than July 31 and approved by the District by August 15. To monitor school improvement, Charter School shall submit quarterly formative data to the District. Within fifteen (15) days, the District will provide feedback to Charter School on the formative data and improvement plan.

10.4.2.2 For purposes of Section 10.4, the parties agree the timelines are set to take into account the date the Oregon Department of Education distributes the official results of testing and to allow Charter School a reasonable time for staff input and board approval of the test scores and plan to be submitted to the District. If the initial testing results are not distributed by July 1, the parties agree to mutually consent to a reasonable extension of the timeline herein.

**10.5 Annual Report and School Improvement Plan.** By October 31 of each year, the Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students during the immediately preceding school 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 10.4; goals for improvement, specific actions different from normal school operations that will be taken to help achieve such goals; and any suggested changes to the methods of measurement and reporting set forth in Exhibit B.

**10.6 School Advisory Committee Report to District Board.** The School Advisory Committee established under Section 13.6 will, at the invitation of the District, meet twice a year with the District Board. The parties anticipate that one of those meetings will be the same meeting at which the Charter School discussed with the District its annual report. At such meetings with the District Board, the School Advisory Committee will make any reports it deems appropriate and will respond to questions from the District Board.

**11. School Facility and Transportation.**

**11.1 Facility.** The Charter School facility is located at 740 SE 182<sup>nd</sup> Ave., Portland, Oregon.

**11.2 Approvals and Permits; Payment of Expenses.** The Charter School is responsible for obtaining and maintaining all necessary permits and approvals relating to use of the facility, including building and occupancy permits, and any health and safety approvals. The Charter School has full responsibility for all costs related to its facility and any playground equipment, other equipment, furniture, and fixtures; such responsibility includes purchase costs, rental, utilities, maintenance, repair, cleaning, and replacement.

**11.3 Transportation.** The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School, to the extent seats are available for such students; this does not obligate the District to add or extend existing bus routes or other transportation services, as provided in ORS 338.145(2). The District will give the Charter School a two-week notice if a bus on a particular route has consistently become too full to transport Charter School students so that parents have time to make other arrangements. A District bus may stop at the Charter School facility to drop-off and pick-up Charter School students, if the Charter School facility is on a designated District bus route. The parties recognize that many of the Charter School students may not be able to use existing District bus routes for transportation to and from the Charter School; it is the responsibility of the parents and guardians of the students, working in conjunction with the Charter School staff, to arrange for transportation of the students to and from school.

**11.4 Location of Facility.** The Charter School shall not locate a facility outside of the current attendance boundaries of the H.B. Lee Middle School [generally speaking that means the facility shall not be located east of N.E. 181st Ave.] without the prior written consent of the District. Notwithstanding the foregoing, the Charter School shall be permitted to continue operations at 740 SE 182<sup>nd</sup> Ave.

**12. Financial Matters; Funding; Annual Budgets; Annual Audit.**

**12.1 No Tuition; Fees.** The Charter School 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 Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees after-school programs and student activities. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

**12.2 Annual Funding.**

**12.2.1 Keeping Count.** The Charter School 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 as a Second Language program under ORS 336.079; 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. The Charter School shall use the District's student information system (Synergy) and shall be responsible for proper input of required information.

**12.2.2 Calculating ADMw and Funding.**

(a) For each school year, the District shall provide funding to the Charter School 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 calculated according to the following formula:

- (i) the Charter School's ADMw; multiplied by
- (ii) the District's "Charter School Rate," as determined by the State of Oregon Department of Education; multiplied by
- (iii) the following percentage: 91%.

(b) The Charter School shall determine its ADMw for the period to be covered by reports given to the District [using projected ADMw for the first reports specified below].

(c) 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 an English as a Second Language program under ORS 336.079. The Charter School will contract with the District to provide services to English

Language Learners and to provide ELL professional development to KNOVA staff. The District will provide a monthly accounting of the District's actual labor cost for licensed ELL staff providing services to KNOVA and to cover the actual cost of the professional development. The cost of these contracted services shall be charged against and deducted from the funding provided to the Charter School from the District.

(d) In addition, to take into account the "poverty factor" under ORS 327.013, and as required by ORS 338.157, the parties will use the same percentage used in calculating the District's adjusted poverty factor, as that percentage may be changed from time to time. To illustrate, suppose the poverty factor used for the District is 16% of ADM; assume the ADM for the Charter School is 100 students; then 100 would be multiplied by 16%; and this would be multiplied by 0.25; thus, a total of 4.0 would be added to the Charter School's ADM in calculating ADMw.

(e) 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.

**12.2.3 Reports to District.** The Charter School shall give written reports to the District, containing the data set forth in Sections 12.2.1 and 12.2.2, on or before the tenth (10<sup>th</sup>) 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 Charter School projected ADMw.

**12.2.4 Dates of Payments by District to Charter School.**

(a) Pursuant to ORS 338.155(8), the District shall send payment to the Charter School 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.

(b) 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 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.

**12.3 Initial Budget; Annual Budgets.** On or before May 1 of each year, the Charter School shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of the Charter School's financial stability. The Charter School 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.

**12.4 Fiscal Agent.** The Charter School shall act as its own fiscal agent.

**12.5 Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

**12.6 Financial Records, Audits and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School 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 requires the Charter School to have an annual audit of the accounts of the Charter School 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 District, the State Board of Education, and the Department of Education. The Charter School will direct its auditor to cooperate and coordinate with the District's auditor to ensure that the District's auditor obtains, in a timely manner and no later than November 1, the Charter School's audit and related information that the District's auditor needs in order to complete the audit covering the entire District.

**12.7 Financial Management.** The Charter School shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that the Charter School's accounting method shall comply in all instances with governmental accounting requirements that explicitly

apply to Charter Schools. Subject to this Agreement, the Charter School 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 the Charter School. The Charter School' budget and accounting system must be compatible with the District's budget and accounting system.

**12.8 Other Sources of Funds for Charter School; Fund Raising.** In addition to the funding under Section 12.2, the Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9). The District shall also transfer to the Charter School its proportionate share of any federal, state, or other government grants (or other funding, but excluding any local option revenue) that are made to the District, where (a) the amount of the grant (or other funding) is based on the District's ADMw, ADMr, enrollment, or other count or calculation of number of students, and (b) that count or calculation includes the Charter School (examples would include lottery funds and school improvement fund grants). The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 12.6. As provided in ORS 338.125(10), the Charter School may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School.

**13. Governance and Operation.**

**13.1 Corporate Status; Governing Board.**

13.1.2 The Corporation is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. The Corporation shall govern and operate the Charter School as set forth in this Agreement, and the governing board of the Charter School will be the board of directors of the Corporation. Charter School

13.1.2 At the request of the District, the Corporation will give the District a copy of its Articles of Incorporation and Bylaws. If the Corporation makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will so notify the Corporation. If the Corporation 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 19.8.

13.1.3 The Corporation's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of the Charter School, the assets of the Charter School that were purchased with public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

**13.2 Exempt Status under Section 501(c)(3) of Internal Revenue Code.** The Corporation will maintain its designation and qualification as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

**13.3 Nonreligious, Nonsectarian Status.** As provided in ORS 338.035, the Charter School shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115, the Charter School 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.

**13.4 Public Meetings.** The Corporation and its Board of Directors, when acting as the Governing Body of the Charter School, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

**13.5 Operational Powers.** Subject to applicable federal and state laws and any restrictions in this Agreement, the Corporation and the Charter School shall have authority to exercise independently all powers granted to nonprofit corporations and Charter Schools under Oregon law.

**13.6 Food Services Agreement.** The Charter School agrees to contract with the District to provide nutrition services pursuant to the terms of that Food Services Agreement ("FSA") attached as Exhibit A and incorporated herein by reference. The parties may amend the terms of the FSA by mutual written agreement at any time during the term of this Agreement and such amended FSA shall be incorporated into this Agreement.

**13.7 School Advisory Committee.** The Corporation's Board of Directors shall create a School Advisory Committee and shall determine the membership and responsibilities of such Committee. The members of the School Advisory Committee may include parents of children who are students at the Charter School, the Charter School's Director, senior teachers, civic leaders, and community members at large. One member of this Committee shall be designated as the liaison to the Corporation's Board of Directors, but all Committee members shall have the right to attend Board meetings. The majority of parents on the Committee shall be parents of students who reside in the District.

The School Advisory Committee's responsibilities may include: reporting to and meeting with the District Board as set forth in Section 10.6; general support of the Charter School's Director and other staff; ensuring that the Charter School has adequate resources; providing a fully furnished, equipped facility with adequate space for all Charter School activities; and ensuring that all students, no matter what their income level, have access to high-quality technology and a full spectrum of extracurricular activities.

**14. Employment Matters.**

**14.1 Corporation is Employer.** All provisions of this Section 14 are subject to state and federal laws. The District shall not be the employer of any employees of the Corporation or the Charter School. Subject to Section 19.6, the Corporation may choose to enter into contracts to provide services to the School or to fulfill responsibilities of the Charter School under this Agreement, in which case the people actually providing the services or fulfilling the responsibilities will be employees of such contractor; otherwise, the Corporation will be the employer of the staff at Charter School. The Corporation shall control the selection of employees.

**14.2 Staff Hiring, Compensation, Benefits, PERS.**

14.2.1 The Corporation governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Charter School will be responsible for providing substitutes for all Charter School teachers requiring substitutes.

14.2.2 At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the Charter School shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, the Charter School shall provide the District with evidence of certification, if any, or other qualification. For teachers initially hired on or before May 15 of any year for the school year that begins the following fall, the Charter school shall provide such evidence no later than June 1; for any teachers initially hired thereafter for such school year, the Charter school shall provide such evidence no later than fourteen (14) days after the date of hiring.

14.2.3 For any employee of the District who chooses to work for the Charter School, any leave of absence from the District shall be governed by ORS 338.135.

14.2.4 Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

14.2.5 Pursuant to ORS 338.135(5), the Charter School shall participate in the Public Employees Retirement System (PERS) for its employees.

**14.3 Employee Records.** The Corporation shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. The Corporation shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

**14.4 Criminal Records Checks.** As provided in ORS 338.115(1), ORS 181A.195, 326.603, 326.607, and 342.223 (relating to criminal records checks) shall apply to the Charter School. The Corporation 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 15th of each school year that the Charter School is in operation under this Agreement, the Charter School shall provide to the District a list containing the names and job positions of all Charter School employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

## **15. Application of and Compliance with Laws.**

**15.1 Compliance with Laws; Non-Exemption from Certain Laws.** The Corporation and the Charter School 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 the Charter School, the laws listed in ORS 338.115(1), as amended from time to time, shall apply to the Charter School.

**15.2 Waiver.** As provided in ORS 338.025, the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver

promptly after submitting it and shall give the District a copy of any grant of a waiver promptly after receiving it.

**15.3 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 12.6 of this Agreement, the Charter School 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; the Charter School would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 12.6. 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 the Charter School, or otherwise affect the Charter School, the Charter School and the District shall review this Agreement and conform it accordingly.

**15.4 School Policies.** The Charter School shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School; the Charter School shall make such policies available for review at the District's request. The Corporation board of directors shall adopt (and provide copies to the District) policies relating to financial management, student discipline, and complaint procedures.

**16. Insurance and Indemnification.**

**16.1 Insurance; Proof; Renewals.** The Corporation 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 16. As provided in ORS 338.115(13), the Corporation shall show proof of such insurance to the District; copies of certificates of insurance shall suffice as proof. If the Corporation fails to provide such a certificate within ten (10) days after demand by District, District may purchase the insurance required and bill the Corporation. The Corporation shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and the Corporation shall deliver to District certificates of such renewal policies before the expiration of any existing policy.

**16.2 Property Insurance.** The parties understand that the Corporation has entered into a lease or other agreement relating to the Charter School facility. The Corporation 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 the Corporation]; and (b) such policy is a replacement cost policy.

**16.3 Commercial General Liability Insurance.**

**16.3.1** The Corporation shall maintain a commercial general liability insurance policy (occurrence form) with respect to the Charter School facility and the operation of the Charter School, in accordance with this Agreement. The policy shall be in effect no later than when the Charter School, or any of its employees, agents, or subcontractors, enters the School facility to do any work in connection with the School facility. The Corporation shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

**16.3.2** Subject to the following sentence, the limit of the Corporation policy shall be a minimum of \$1,000,000 for bodily injury and property damage per occurrence, \$3,000,000 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, the Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

**16.3.3** Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 16.9 of this Agreement.

**16.4 Liability Insurance for Directors and Officers.** The Corporation shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 annual aggregate, covering the Charter School, the Corporation, the governing board of the Charter School, 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.

**16.5 Business Auto Liability Insurance.** The Corporation 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.

**16.6 Workers' Compensation Insurance.** The Corporation shall procure and maintain workers' compensation insurance pursuant to ORS chapter 656 on all Charter School employees.

**16.7 Honesty Bond.** The Corporation shall procure and maintain an honesty bond to cover all employees and volunteers of the Charter School. Limits are to be determined by the Charter School governing board, but no less than \$50,000. Coverage shall include faithful performance and loss of moneys and securities.

**16.8 Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the District as an additional insured; (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.

**16.9 Indemnification.**

**16.9.1 Charter School Indemnifies District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Corporation agrees to indemnify and hold the District, 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 (1) the possession, occupancy or use of property of Charter School (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, claims brought pursuant to Section 504 of the Rehabilitation Act of 1973, 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 Charter School's operations. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act or omission of any District Board member, officer, agent, or employee. The Corporation agrees to indemnify, hold harmless and defend the District from all contract claims in which the Corporation or the Charter School has obligated the District without the District's prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of the Corporation or the Charter School 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.

**16.9.2 District Indemnifies Charter School.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold the Corporation and the Charter School, 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, claims brought pursuant to the Individuals with Disabilities Education Act, 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 District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Corporation or Charter School 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 District employee working at the Charter School whose negligent or wrongful act or omission is caused or directed by the Corporation or the Charter School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board 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.

**16.9.3 Survival of Indemnification.** This indemnification, defense and hold harmless obligation on behalf of the Corporation and the District 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.

**17. Relationship between District and Charter School.**

**17.1 Full Faith and Credit.** The Corporation agrees that it will not extend the faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Charter School's governing board has the authority to approve contracts to which the Corporation or the Charter School is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this Agreement.

**17.2 District Disclaimer of Liability.** The parties to this Agreement expressly acknowledge that the Corporation is not operating as the agent, or under the direction and control, of the District Board except as required by law or this Agreement, and that the District Board assumes no liability for any loss or injury resulting from:

17.2.1 The acts or omissions of the Corporation (or the Charter School), its directors, trustees, agents or employees;

17.2.2 The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building; or

17.2.3 Any debt or contractual obligation incurred by the Corporation (or Charter School).

**18. Termination.**

**18.1 Grounds for Termination.** As provided in ORS 338.105(1), the grounds for termination of this Agreement by the District are as follows:

- (a) Failure to meet the terms of the Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance as set forth in Section 10.4 and Exhibits B.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system.

**18.2 Notice of Breach; Opportunity to Cure; Dispute Resolution.**

18.2.1 The parties recognize that the grounds for termination in Section 18.1 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.

18.2.2 If the District believes that any breach of this Agreement by the Charter School has occurred, it will give the Charter School written notice setting forth the alleged breach.

18.2.3 If the Charter School agrees that a breach has occurred, the Charter School will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that the Charter School, by acting with due diligence, could not reasonably complete the cure within such time, the Charter School shall not be in default unless the Charter School 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 District gives such notice.

18.2.4 If the Charter School does not agree that a breach has occurred, the Charter School will give the District 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 19.8.

**18.3 Notice of Intent to Terminate; Hearing; Appeal.**

18.3.1 If the breach by the Charter School has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the District may decide to terminate this Agreement, in which case it will give the Charter School 60 days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

18.3.2 The Charter School may appeal the District's decision to terminate this Agreement directly to the District Board. The Charter School may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. The Charter School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.

18.3.3 The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105(3).

**18.4 Prompt Termination for Health and Safety Reasons.**

18.4.1 As provided in ORS 338.105(4), notwithstanding sections 18.1—18.3, the District may terminate this Agreement immediately and close the Charter School if the Charter School is endangering the health or safety of its students.

18.4.2 The Charter School governing body may request a hearing from the District on the termination of this Agreement under this subsection 18.4. The District shall hold a hearing within 10 days after receiving the request.

18.4.3 The Charter School governing body may appeal a decision of the District under this subsection 18.4 to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

18.4.4 Throughout the appeals process, the Charter School shall remain closed at the discretion of the District unless the State Board of Education orders the District to open the Charter School and not terminate this Agreement.

**18.5 Termination by Charter School; Dissolution.**

18.5.1 As provided in ORS 338.105(7), the Charter School governing body may only terminate the Agreement or dissolve or close the Charter School at the end of a semester, unless the District agrees to another date. If the Charter School intends to terminate this Agreement or dissolve or close the Charter School, it shall give notice to the District at least 180 days prior to the proposed effective date of the termination, closure or dissolution.

18.5.2 If the Charter School should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of the Corporation, it is agreed that the Charter School governing board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this Agreement. If the Charter School governing board fails to conduct such winding up in accordance with applicable laws and standards, the District may take appropriate legal action to do so. Upon dissolution, the Charter School must transfer all student education records to the District.

**18.6 Effects of Termination or Dissolution.** Until the effective date of termination of this Agreement, the District shall continue to make the funding payments under Section 12. As provided in ORS 338.105(5), termination of this Agreement shall not abridge the Charter School's legal authority to operate as a

private or non-chartered public school. Upon dissolution or termination, all student records shall be transferred to the District.

**18.7 Assets Currently Owned by Corporation; Property Inventory Control.**

The parties acknowledge that the Corporation may operate one or more other Charter Schools and nonprofit operations and that it may acquire other assets with public funds relating to such other operations. The Corporation shall maintain separate records identifying assets purchased for the benefit of each such Charter School operated by the Corporation. The Corporation shall maintain records of purchase orders for all assets relating to the Charter School that cost \$500.00 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 18.8) or non-public funds. No later than October 15th of each year that the Charter School is in operation, the Corporation shall provide the District with a copy of this purchase order record for the preceding fiscal year.

**18.8 Definition of Public Funds.** For purposes of this Contract, public funds shall include any and all funds distributed to the Corporation:

18.8.1 By the District, pursuant to ORS 338.155 and ORS 338.165, and

18.8.2 By the Oregon Department of Education, including any and all federal grant funds that the Corporation may apply for and be awarded by the Oregon Department of Education, and

18.8.3 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.

**18.9 Distribution of Assets upon Termination.**

18.9.1 This Section 18.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of the Corporation, or for any other reason that the Charter School ceases operations as a public Charter School under this Contract.

18.9.2 If any of the foregoing events in Section 18.9.1 occurs, all assets purchased with public funds and still owned by the Corporation shall be given to the state Board of Education in accordance with ORS 338.105(6). The Corporation will be entitled to retain ownership of any asset that the Corporation has acquired through the expenditure of non-public funds.

18.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 18.9 applies. Therefore, the Corporation will not be held responsible by the District for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the District does not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If the Corporation 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).

**19. Miscellaneous Provisions.**

**19.1 Entire Agreement.** This Agreement, with Exhibits and the Application, contains all terms, conditions and provisions of the agreement between the parties relating to creation and operation of the Charter School 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.

**19.2 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.

**19.3 Amendment.** This Agreement may be modified or amended only by written agreement between the Corporation and the District Superintendent (or designee) or District Board. If, at any time during the term of this Agreement, either party desires to amend the Agreement, it may send the proposed amendment(s) to the other party, 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.

**19.4 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.

**19.5 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.

**19.6 Assignment; Successors and Assigns.** This Agreement may not be assigned by the Corporation under any circumstances, it being expressly understood that the charter granted by this Agreement runs solely and exclusively to the Charter School. This does not limit the Corporation's or the Charter School's right to enter into contracts and agreements to the full extent allowed to Charter Schools under Oregon law; provided that (a) overall management of the Charter School's operations and educational programming shall not be assigned; and (b) such right to enter into contracts for services includes, without limitation, contracts for services such as food; transportation; janitorial, architectural, engineering, construction, and other facility-related services; legal; accounting; auditing; payroll; and consulting [so long as the scope of any such contract for services is narrower than the broad assignment described in clause (a)]. 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.

**19.7 Notice.** Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 19.7 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):

- (a) By email if it is an email address used regularly in communications regarding Charter School operations;
- (b) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);
- (c) 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)];
- (d) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or

- (e) 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.

**19.8 Dispute Resolution; Mediation.**

19.8.1 If any dispute arises between the District and the Charter School 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 shall not be mandatory, and therefore mediation shall take place only if both parties consent.

19.8.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

19.8.3 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 Board.

19.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.

19.8.5 As to any dispute that is not being determined through mediation, the Charter School may request a hearing before and decision by the District Board.

19.8.6 The Charter School may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

**19.9 Attorney Fees.** If any suit or action is commenced or instituted to interpret or enforce the terms of this Agreement, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its

reasonable attorney fees and costs, in addition to all other sums provided by law, at trial, and on any reviews and appeals. Such sums shall be determined by the court.

**19.10 Delegation by District.** The parties agree and acknowledge that the functions and powers of the District Board may be exercised by the Superintendent of the 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 District Board.

**19.11 Prior Actions.** As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, the Corporation 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 District to declare this Agreement null and void.

**19.12 Corporation Authority to Enter Into Agreement.** The Corporation expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of the Corporation and that the Board of Directors of the Corporation has duly approved of this Agreement. At the District's request, the Corporation shall provide to the District a copy of its written resolution authorizing the Corporation to enter into this Agreement.

**19.13 Definition of Business Day.** For purpose of this Agreement, "business day" means a day in which the District 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 District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or the Board's designee, or the government of the City or County in which the District is located, or the State of Oregon, or the federal government.

[The rest of this page is blank.]

**19.14 Incorporation of Application and Exhibits.** Attached hereto and incorporated herein by this reference are Exhibit A (Food Service Agreement); Charter School Student Performance Framework (Exhibit B).

EXECUTED this 24th day of June, 2020.

**KNOVA LEARNING OREGON**

an Oregon nonprofit corporation  
operating the KNOVA Reynolds  
Public Charter School

By: 

Title: Executive Director

Address for Notice Purposes:  
KNOVA learning Oregon  
P.O. Box 16596  
Portland Oregon 97292  
Telephone: 503-206-8578  
Fax: 503-252-4025

**BOARD OF EDUCATION OF  
REYNOLDS SCHOOL DISTRICT #7**

By: Gesenia Delgado

Title: School Board Chairperson

Approved as to form:

By: Rebekah Jackson

Address for Notice Purposes:  
Superintendent  
Reynolds School District #7  
1204 NE 201st Ave.  
Fairview, OR 97024  
Tel: 503-661-7200  
Fax: 503-667-6932

District Legal Counsel

**EXHIBIT B  
TO CHARTER SCHOOL AGREEMENT**

**CHARTER SCHOOL STUDENT PERFORMANCE GOALS &  
EVALUATION GUIDELINES**

As provided in Section 10.4 of the Agreement, only the following specific goals relating to student performance are to be considered in evaluating whether the Charter School 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).

If a conflict exists between any provision of this Exhibit B and the charter application, this Exhibit B provision will govern and supersede any provision contained in the charter application.

**1. Oregon Statewide Assessments.**

**1.1. Administering Assessments.** The Charter School will administer the Oregon Statewide Assessments to its students, administered on the same schedule as the District and as required by state laws and regulations.

**1.2 Results.**

1.2.1 The Charter School shall pursue and make reasonable progress toward achievement of the goals, objectives and student performance standards consistent with the goals, objectives and student performance standards that Knova has been establishing and working towards in prior years, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law and the provisions of this Contract.

1.2.2 During the term of this Contract, the average score for each student subgroup in each grade level of the Charter School's students taking the statewide assessment(s) developed by the Oregon Department of Education under ORS 329.485, or any assessment developed to comply with the federal ESSA law, or other applicable federal law that may be in effect during the term of this Agreement, shall be at or above the average score of the comparable District elementary school students for each student subgroup in each grade level that have taken the

statewide assessment. Comparable elementary schools are Alder, Davis, Glenfair, Hartley, Salish and Wilkes.

1.2.3 For purposes of Section 1.2.2, the following student subgroups shall be utilized when comparing student assessment scores:

- (i) racial/ethnicity
- (ii) students with disabilities
- (iii) Limited English Proficient (LEP)
- (iv) economically disadvantaged

1.2.4 For purposes of Section 1.2.2, student assessment scores shall be compared by student subgroup when there is a statistically significant number of students in the subgroup. The term “statistically significant” shall mean six (6) or more students.

**1.3 ELL Assessments.** The Charter School will administer Oregon's English Language Learner (ELL) assessments on an annual basis to all students who qualify.

## **2. Reports of Assessment Results.**

**2.1 Reports to District.** The Charter School will include assessment results under Section 10 in its annual reports to the District.

**2.2 Improvements in Methodology.** The parties will continue throughout the term of this Agreement to work together to improve the methodology for analyzing and reporting achievement growth.

**3. Parent Satisfaction.** The Charter School will conduct an annual survey of parent satisfaction. The Charter School will include the results of this survey in its annual report to the District. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using either a scale of 1 through 4 or 1 through 5 or a scale of comparable evaluation terms (e.g. highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will show:

3.1 At least 70% of parents consider their overall satisfaction or the education their child receives at the Charter School to be either the highest or second highest rating (e.g. highly satisfied or satisfied, or rating it a 1 or 2 on either the 1-4 or 1-5 scale); and

3.2 At least 70% of parents consider their overall satisfaction or the education their child receives at the Charter School to be the highest rating (e.g. highly satisfied, or rating it a 1 on the either the 1-4 or 1-5 scale).

**4. Addressing Deficiencies; School Improvement Plan.** Either the Charter School or the District may identify student performance that has fallen below these achievement goals. If that occurs, the Charter School, with any assistance the District is able and willing to provide, will develop school improvement plans (and include such plans as part of the annual reports) to address the identified deficiencies. Such plans may specify goals for improvement, timelines, and specific actions different from normal school operations that will be taken to help achieve such goals. The Charter School’s annual reports will also discuss the results of implementation of school improvement plans. If the Charter School fails to implement such a plan, the District may issue a written notice to the Charter School that it must comply with the terms of the plan immediately. If the Charter School fails to comply with the terms of the plan, the default section of the Charter Agreement will apply.

**5. Annual Academic Performance Report.** In addition to any School Improvement Plan required by Section 4, the Charter School will also provide the additional information to the District on an annual basis related to student performance upon request.

**6. Calendar for Use of Performance Framework.** This Performance Framework is designed to complement and inform the annual site visit conducted by the District as well as the annual report due to the District from the Charter School each year. To that end, the calendar below is a proposed outline of activities and timelines to support transparency, efficient use of time, and planning.

Date	Description
By July 31	School Improvement Plan submitted to District
By August 15	School Improvement plan approved by District
Before school starts	Review operational performance for start of the year (e.g. teacher qualifications, background checks, and trainings)
By September 30	Meet with school leadership to set specific dates for scheduled onsite reviews and the Annual Site Visit

By October 31	Review student assessment systems (state and Charter School)
By December 1	Annual report submitted to District for prior year
Between January 2 – March 31	Conduct Annual Site Visit which will include reviewing evidence in all areas of the performance framework as indicated in the Site Visit Protocol
By May 31	Review preliminary student academic performance data and finalize Annual Site Visit Report
On July 1	Evaluate preliminary student academic performance
By July 15	Provide preliminary Performance Framework evaluation with comments and recommendations
By July 31	School Improvement Plan submitted to District with comments on Performance Framework evaluation and recommendations
By August 15	School Improvement Plan approved by District
August State Board Retreat	Present the Annual Site Visit Report, School Improvement Plan, and final Performance Framework evaluation

**7. Status of Periodic and Annual Reporting Requirements.**

1. Enrollment Reported as required through Annual Reporting Calendar provided by Finance
2. Budget Adopted and Submitted by July 15 Annually
3. Quarterly Financial Statements Submitted to Finance
4. Audit Submitted by December 31 Annually and Presented to the Board as Requested by Finance

**8. Status of Nutrition Services Facilities Inspection.**

1. Response to Facilities Needs
2. Compliance with Nutrition Guidelines

To: Board of Directors

From: Mary Knigge, Interim Chief Finance Officer

Prepared by: Regina Sampson, Interim Director of Financial Services

**Subject: Authorization to Spend Over \$150,000 – Reynolds Arthur Academy State School Fund Distribution**

Policy: [District Purchasing - DJ](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Summary:**

Reynolds Arthur Academy (RAA) has an approved Charter Agreement through June 30, 2024. RAA changed the grade levels they serve to a K-5 model removing grade 6 with an addendum.

Please refer to the following attachment(s):

- RAA Charter Agreement
- RAA Intent to Renew
- RAA Charter Addendum

**Previous Board Action:**

- June 2009: Board approved the RAA Charter Agreement through June 30, 2014
- June 2014: Board approved the RAA Renewal Charter Agreement through June 30, 2024
- June 2020: Board approved the RAA Charter Addendum

**Background:**

Reynolds Arthur Academy has a Charter Agreement that initially serviced K-6 through June of 2024. This agreement was amended to a K-5 model. As of March 31, 2021, ADMw for RAA was reported to Oregon Department of Education as 193.63.

**Financial Implications:**

The 2021-22 Budget includes allocations to cover contracted distribution of State School Funds based upon 92% of the Charter School Rates. There is \$1.8 million budgeted in the approved budget for contracted distribution of State School Funds in the General Fund for 2021-22.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board authorize the expenditure of more than \$150,000 to distribute the contracted percent of State School Funds to RAA throughout fiscal year 2021-2022.

**Motion:**

I move that the Board authorize the expenditure of more than \$150,000 to distribute the contracted percent of State School Funds to RAA throughout fiscal year 2021-2022.

**DRAFT DATED MAY 8, 2009**

**THIRD AMENDMENT TO CHARTER SCHOOL AGREEMENT**

Dated: JUNE 3, 2009

Parties: BOARD OF EDUCATION OF  
REYNOLDS SCHOOL DISTRICT #7 ("District")

And: MASTERY LEARNING INSTITUTE  
an Oregon nonprofit corporation ("Corporation")  
operating the Reynolds Arthur Academy

**Recitals:**

1. The District and the Corporation are parties to a Charter School Agreement executed August 10, 2004 (referred to as the "Original Contract").
2. The parties desire to extend the term of and otherwise amend the Original Contract as set forth herein.

**Agreement:**

Therefore, the parties agree as follows:

A. **Renewal Term: Change of Expiration Date.** As permitted in Section 2.2 of the Original Contract, the term is renewed for a period of five years, July 1, 2009 through June 30, 2014. Hereafter, any references to the expiration date of the Charter School Agreement shall mean June 30, 2014.

**2.2. Term.** The Corporation shall be permitted to operate the Charter School 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<sup>th</sup> following the end of the fifth such school year.

B. **Effect of this Amendment.** Except as amended by this Third Amendment, the Original Contract shall remain in full force and effect. Hereafter, references to the Charter School Agreement shall mean the Original Contract as amended by this Third Amendment, except where the context clearly indicates otherwise.

This First Amendment is executed as of the date first written above.

**MASTERY LEARNING INSTITUTE**  
an Oregon nonprofit corporation  
operating the Reynolds Arthur Academy

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

Title: \_\_\_\_\_

**BOARD OF EDUCATION OF THE  
REYNOLDS SCHOOL DISTRICT #7**

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

Title: School Board Chairperson

Approved as to form:

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

District Legal Counsel



May 8, 2009

VIA FAX AND REGULAR MAIL

Reynolds Board of Education  
Reynolds School District No. 7  
1204 NE 201<sup>st</sup> Ave  
Fairview, Oregon 97024  
Fax: (503) 667-6932

RE: Reynolds Arthur Academy, request for renewal of Charter School Contract

Dear Superintendent Fisher and Reynolds Board of Education:

Mastery Learning Institute, operating the Reynolds Arthur Academy Public Charter School, hereby requests renewal of the Charter School Contract with the Reynolds School District Board of Education. We are requesting that the renewal term be five years, from July 1, 2009 through June 30, 2014. We look forward to working with you, your staff, and the board during the renewal process.

Very truly yours,

MASTERY LEARNING INSTITUTE

A handwritten signature in cursive script, appearing to read "Charles E. Arthur".

Charles E. Arthur  
Executive Director

**Arthur Academy Public Charter Schools**  
13717 S.E. Division Street  
Portland, Oregon 97236  
Phone: 503-762-6061

Reynolds School District No. 7

**Arthur Academy**

Distribution of SSF for 2010-2011

Description	Students	Factor	Estimated ADM	
ADMr (list provided by school)	157	1.00	157.0	(Full ADM)
Kindergarten Adjustment	25	0.50	12.5	(One-Half Student ADM)
ELL (actual count)	0	0.50	0.0	
IEP (actual count)	0	1.00	0.0	
Poverty Factor (2,286.8/10,591 = 22%)		0.25	9.3	
<b>Totals</b>			<b>178.8</b>	

SSF Per Student Amount from Official State Estimate		\$5,770.00
Poverty Factor Calculation	Adjustment Rate	92%
169.5 x 22% = 37.29 x .25 = 9.3	Adjusted Per Student Rate	\$5,308.40
Annual Estimated Total Grant		<b>\$949,141.92</b>

**Payment Distributions**

Monthly	Rate	Amount	2009-2010 Overpayment	Monthly Payment
July	16.682%	\$158,335.86	\$37,985.05	\$120,350.81
August	8.333%	\$79,092.00	\$0.00	\$79,092.00
September	8.333%	\$79,092.00	\$0.00	\$79,092.00
October	8.333%	\$79,092.00	\$0.00	\$79,092.00
November	8.333%	\$79,092.00	\$0.00	\$79,092.00
December	8.333%	\$79,092.00	\$0.00	\$79,092.00
January	8.333%	\$79,092.00	\$0.00	\$79,092.00
February	8.330%	\$79,063.52	\$0.00	\$79,063.52
March	8.330%	\$79,063.52	\$0.00	\$79,063.52
April	8.330%	\$79,063.52	\$0.00	\$79,063.52
May	8.330%	\$79,063.52	\$0.00	\$79,063.52
<b>Totals</b>	<b>100.0%</b>	<b>\$949,141.92</b>	<b>\$37,985.05</b>	<b>\$911,156.89</b>

July 6, 2010

Disclaimer: SFSF Monies not included in the State School Fund Grant Charter School Rate

Federal SFSF Funds will be forwarded to Charter Schools when School Districts are notified of SFSF Payment

STATE SCHOOL FUND GRANT

2010-2011

Note: \$66.5 million in federal SFSF monies will be distributed separately - as of 5/27/2010

Multnomah County, Reynolds SD 7

District ID: 2182

2010-2011 ADMw Components		2010-2011 Local Revenue	
ADM: 10,591.0 X 1.00 =	10,591.0	Property Taxes and in-lieu of property taxes from local sources =	\$20,296,202.00
Students in ESL programs: 2,850.0 X 0.50 =	1,425.0	Federal Forest Fees =	\$0.00
1,775.0 IEP Students capped at 11% of ADMr: 1,165.0 X 1.00 =	1,165.0	Common School Fund =	\$895,611.33
Students on IEP Above 11% of ADMr: 250.0 X 1.00 =	250.0	County School Fund =	\$25,000.00
Students in Pregnant/Parenting Programs: 20.0 X 1.00 =	20.0	State Managed Timber =	\$0.00
Students in Poverty: 2,286.8 X 0.25 =	571.7	In-Lieu of Property Taxes(non-local sources) =	\$0.00
Students In Foster Care and Neglected/Delinquent: 77.0 X 0.25 =	19.3	Revenue Adjustments =	
Remote Elementary School Correction: 0.0 X 1.00 =	0.0	Local Revenue =	\$21,216,813.33
Small High School Correction: 0.0 X 1.00 =	0.0	<b>2010-2011 Transportation Grant</b>	
Estimated ADMw: =	14,042.0	Salaries =	N/A
		Payroll =	N/A
		Purchased Services =	N/A
		Supplies =	N/A
		Other =	N/A
		Garage Depreciation =	N/A
		Bus Depreciation =	N/A
		Fees Collected =	N/A
		Non-Reimbursable =	N/A
		Net Eligible Trans. Expend. =	\$6,450,000.00
		Trans per ADMr Rank. 54%	Transportation Reimburs. Rate 70.00%
		Grant (Rate* Net Eligible Expend) =	\$4,515,000.00
<b>2010-2011 Extended ADMw</b>			
2010-2011 Estimated ADMw =	14,042.0		
2009-2010 Estimated ADMw =	14,087.2		
Extended ADMw - Greater of			
Or 2010-2011 Estimated ADMw =	14,087.2		
2009-2010 Estimated ADMw			
<b>2010-2011 Experience Adjustment</b>			
District Average Teacher Experience =	11.80		
State Average Teacher Experience =	12.06		
Experience Adjustment (Difference in District and State Teacher Experience) =	-0.26		

**2010-2011 General Purpose Grant**

(Extended ADMw x [ \$4500 +( \$25 x Experience Adjustment)]) x Funding Ratio  
 ( 14,087.2 x [\$4500 + (\$25 x -0.26 )]) X 1.279995400790 = \$81,024,832

**2010-2011 Total Formula Revenue**

General Purpose Grant + Transportation Grant  
 = \$81,024,832 + \$4,515,000 = \$85,539,832

**2010-2011 State School Fund Grant**

Total Formula Revenue - Local Revenue  
 = \$85,539,832 - \$21,216,813 = \$64,323,019

General Purpose Grant per Extended ADMw= \$5,752  
 Total Formula Revenue per Extended ADMw= \$6,072  
 Charter Schools Rate( ORS 338.155 )= \$5,770

Total Paid To date			Estimated Remaining Balance Due		
SSF	Small HS Grant	Facility Grant	SSF	Small HS Grant	Facility Grant
					High Cost Disability

Reynolds School District No. 7

**Arthur Academy**

Distribution of SSF for 2009-10

ACTUAL ADM FOR 2009-2010

Description	Students	Factor	Estimated ADM	ACTUAL ADM 2009-2010
ADMr (list provided by school)	155	1.00	155.0	155.7
Kindergarten Adjustment	26	0.50	13.0	12.3
ELL (actual count)	11	0.50	5.5	3.5
IEP (actual count)	2	1.00	2.0	0.0
Poverty Factor (2,268.0/10,800 = 21%)	21%	0.25	8.1	9.2
<b>Totals</b>			<b>183.6</b>	<b>180.7</b>
SSF Per Student Amount from Official State Estimate			\$5,950.00	\$5,817.00
Poverty Factor Calculation	Adjustment Rate		92%	92%
155.0 x 21% = 32.55 x .25 = 8.1	Adjusted Per Student Rate		\$5,474.00	\$5,351.64
Poverty Factor (2,286.8/10,613.3 = 22%)	Annual Estimated Total Grant		\$1,005,026.40	\$967,041.35
168 x 22% = 36.96 x .25 = 9.24	155.7 + 12.3 = 168.0			
<b>Payment Distributions</b>			<b>2008-2009</b>	
<b>Monthly</b>	Rate	Amount	<b>Overpayment</b>	<b>Monthly Payment</b>
July	16.682%	\$167,658.50	\$70,834.76	\$96,823.74
August	8.333%	\$83,748.85	\$0.00	\$83,748.85
September	8.333%	\$83,748.85	\$0.00	\$83,748.85
October	8.333%	\$83,748.85	\$0.00	\$83,748.85
November	8.333%	\$83,748.85	\$0.00	\$83,748.85
December	8.333%	\$83,748.85	\$0.00	\$83,748.85
January	8.333%	\$83,748.85	\$0.00	\$83,748.85
February	8.330%	\$83,718.70	\$0.00	\$83,718.70
March	8.330%	\$83,718.70	\$0.00	\$83,718.70
April	8.330%	\$83,718.70	\$0.00	\$83,718.70
May	8.330%	\$83,718.70	\$0.00	\$83,718.70
<b>Totals</b>	<b>100.0%</b>	<b>\$1,005,026.40</b>	<b>\$70,834.76</b>	<b>\$934,191.64</b>
July 2, 2010				
Estimated ADM Paid to Arthur 2009-2010		\$1,005,026.40		
Actual Total ADM 2009-2010		\$967,041.35		
Balance Due Reynolds School District		\$37,985.05		
Disclaimer: SFSF Monies not included in the State School Fund Grant Charter School Rate				
Federal SFSF Funds will be forwarded to Charter Schools when School Districts are notified of SFSF Payment				

STATE SCHOOL FUND GRANT

2009-2010

Note: Does not include \$160 million in federal SFSF monies; report as of 5/11/2010

Multnomah County, Reynolds SD 7

District ID: 2182

**2009-2010 ADMw Components**

ADMr as adjusted by D2J ratio :	10,613.3 X 1.00 =	10,613.3
Students in ESL programs:	2878.37 X 0.50 =	1,439.2
1,733.0 IEP Students capped at 11% of ADMr:	1,167.5 X 1.00 =	1,167.5
Students on IEP Above 11% of ADMr:	250.0 X 1.00 =	250.0
Students In Pregnant and Parenting Programs:	26.3 X 1.00 =	26.3
Students in Poverty:	2,286.8 X 0.25 =	571.7
Students in Foster Care and Neglected/Delinquent:	77.00 X 0.25 =	19.3
Remote Elementary School Correction:	0.0 X 1.00 =	0.0
Small High School Correction:	0.0 X 1.00 =	0.0
Estimated ADMw:	=	14,087.2

**2009-2010 Extended ADMw**

2009-2010 Estimated ADMw	=	14,087.2
2008-2009 Estimated ADMw	=	14,196.3
Extended ADMw - Greater of		
Or 2009-2010 Estimated ADMw	=	14,196.3
2008-2009 Estimated ADMw		

**2009-2010 Experience Adjustment**

District Average Teacher Experience	=	11.80
State Average Teacher Experience	=	12.06
Experience Adjustment (Difference in District and State Teacher Experience)	=	-0.26

**2009-2010 Local Revenue**

Property Taxes and in-lieu of property taxes from local sources	=	\$19,705,051.00
Federal Forest Fees	=	\$0.00
Common School Fund	=	\$1,147,444.82
County School Fund	=	\$27,000.00
State Managed Timber	=	\$0.00
	=	
In-Lieu of Property Taxes(non-local sources)	=	\$0.00
Revenue Adjustments	=	
Local Revenue	=	<b>\$20,879,495.82</b>

**2009-2010 Transportation Grant**

Salaries	=	N/A
Payroll	=	N/A
Purchased Services	=	N/A
Supplies	=	N/A
	=	
Other	=	N/A
Garage Depreciation	=	N/A
Bus Depreciation	=	N/A
Fees Collected	=	N/A
Non-Reimbursable	=	N/A
Net Eligible Trans. Expend.	=	\$5,900,000.00
Trans per ADMr Rank.	48%	Transportation Reimburs. Rate 70.00%
Grant (Rate* Net Eligible Expend)	=	<b>\$4,130,000.00</b>

**2009-2010 General Purpose Grant**

(Extended ADMw x [ \$4500 + ( \$25 x Experience Adjustment ) ] ) x Funding Ratio  
 ( 14,196.3 x [ \$4500 + ( \$25 x -0.26 ) ] ) X 1.284686 = **\$81,951,249**

**2009-2010 Total Formula Revenue**

General Purpose Grant + Transportation Grant  
 = **\$81,951,249 + \$4,130,000 = \$86,081,249**

**2009-2010 State School Fund Grant**

Total Formula Revenue - Local Revenue  
 = **\$86,081,249 - \$20,879,496 = \$65,201,753**

General Purpose Grant per Extended ADMw	=	\$5,773
Total Formula Revenue per Extended ADMw	=	\$6,064
Charter Schools Rate ( ORS 338.155 )	=	\$5,817

Total Paid To Date				Estimated Remaining Balance Due			
SSF	Small HS Grant	Facility Grant	High Cost Disability	SSF	Small HS Grant	Facility Grant	High Cost Disability
\$59,626,617	\$0	\$0	\$0	\$5,575,136			

PR Number Vendor ID  
 PO Number Confirm  
 Buyer ID Terms  
 A35159 007696  
 Vendor Name Phone  
 ARTHUR ACADEMY-CHARTER SCHOOL Offi (503)252-3753  
 13717 SE DIVISION ST  
 PORTLAND, OR 97236  
 Ship to ID Requested by Date: Requested  
 Req Codes Approved by Approved Required  
 004127 Patty Bohlman 07/07/10  
 NS Chuck Rhoads 07/07/10

Item Catalog Number and Description	ACCOUNT NUMBER	Qnty	Units	Amount	EN%	Tax
0001 Arthur Academy 2010-11 Charter School Payments	100-1288-053-000-0360	1		949,141.92	0.00	0.00
				949,141.92		

PURCHASE REQUEST TOTALS: Total Amount 949,141.92

Estimated Cost: \_\_\_\_\_

End Use Department Approval Date Buyer Approval Date

\_\_\_\_\_ C.A.R. 7/7/10  
 \_\_\_\_\_ S.K. 7/8/10

**CHARTER SCHOOL AGREEMENT  
ADDENDUM TO CONTRACT DATED 10/9/08  
MASTERY LEARNING INSTITUTE**

**PARTIES: BOARD OF EDUCATION  
REYNOLDS SCHOOL DISTRICT  
("District")**

**AND: MASTERY LEARNING INSTITUTE  
An Oregon nonprofit corporation  
("Corporation")**

1. The date of this agreement is from the June 24, 2008 Reynolds School Board meeting, where the below changes were approved by the Board of Education.
2. Change the original Charter Agreement, dated August 10, 2004, Item 5.1 to include the 6<sup>th</sup> grade.
3. Change Item 12.2.2 (a) to read: The funding shall be the product of (i) the District's "General Purpose Grant SB 100," [as defined in Section 12.2.2(e)]; multiplied by (iii) (2008-2009) by 86% and (2009-2010) by 92%.
4. All other Items remain the same as the "Original" Charter Agreement, dated 8/10/04 and Addendum to Contract, dated 2005.

**EXECUTED this 9<sup>th</sup> day of OCT, 2008.**

**MASTERY LEARNING INSTITUTE  
An Oregon nonprofit corporation  
Operating the Reynolds Arthur Academy Neighborhood Public School**

By: John W. Zelgerson  
Title: President / CEO

**REYNOLDS SCHOOL DISTRICT NO.7**

By: Bob D. [Signature]  
Title: EX. DIRECTOR OF BUSINESS SERVICES

**CHARTER SCHOOL AGREEMENT  
ADDENDUM TO CONTRACT DATED 8/10/04  
MASTERY LEARNING INSTITUTE**

**PARTIES:** BOARD OF EDUCATION OF  
REYNOLDS SCHOOL DISTRICT  
(“District”)

**AND:** MASTERY LEARNING INSTITUTE  
An Oregon nonprofit corporation  
(“Corporation”)

1. Replace rate calculator in 12.2.2(e) with “The rate used for ADM payments will be the charter school rate provided by ODE for the applicable fiscal year.
2. Change item 7.5 to “The additional weighting for any IEP students will be allocated based upon which party provides the IEP Services. If the District provides the service, they will retain 100% of the added ADM payment. If the Charter provides the service, the District will pay 80% of the additional ADM to the Charter.”
3. Any overpayments identified in the year end resolution of actual ADM to prior payments will be withheld from the subsequent year’s payments. If the variation exceeds one ADM equivalent, it will be prorated among the monthly payments remaining for the subsequent year or deducted from additional payments available such as Multnomah County Income Tax.
4. For any IEP students, Charter agrees to:
  - a. communicate with neighborhood schools whenever new IEP student enrolls at least a month before and reevaluations due.
  - b. provide District progress reports three times per year using criteria based assessments
  - c. advise District if the student withdraws from Charter
5. Any adjustment for IEP services provided by RSD will be made in the final payment for the fiscal year.

6. Per item 12.8, the proportionate share of government funding for the Multnomah County Income Tax is designated at 80%.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

MASTERY LEARNING INSTITUTE

An Oregon nonprofit corporation

Operating the Reynolds Arthur Academy Neighborhood Public School

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

Title: \_\_\_\_\_

REYNOLDS SCHOOL DISTRICT NO. 7

By: W. J. D. [Signature]

Title: Director Business Services

**Arthur Academy - Reynolds Budget**

**Year: 2012-2013**

Summary of All Revenues & Expenses

Details of Revenue

Details of Expenses

**2012-2013**

Summary of Revenues & Expenses	2012-2013
--------------------------------	-----------

**Revenue**

Total General Purpose Funding	1,070,978
City/County per student supplement	
Federal Grants	
State Grants	
Other Grants - Private, Foundations	
Fundraising & Donations	
Loans	
Other Revenue	
Food Services	
Activities, Extracurricular Fees	
Rental Income	32,400
Miscellaneous Income	
Shared Services Revenue	

<b>Total Revenue</b>	<b>1,103,378</b>
----------------------	------------------

**Expenses**

Instruction & Classroom	623,409
Support & Office	89,017
Business	94,478
Operations & Facility	116,888
Facility Acquisition/Construction	109,200
Contingency	21,420

<b>Total Expenses</b>	<b>1,054,412</b>
-----------------------	------------------

<b>Surplus (Deficit)</b>	<b>48,966</b>
Fund Equity, Beginning of Year	359,728
Fund Equity, End of Year	<b>408,693</b>

Support & Office	2012-2013
<b>Office Salary</b>	
Principal	30,110
Office Admin	12,000
Other	
<b>Total Office Salaries</b>	<b>42,110</b>
<b>Office Payroll Costs</b>	<b>23,777</b>
<b>Office Services</b>	
Office Equipment Maintenance & Repair	5,100
Office Equipment Lease	
Travel/Mileage/Meals	500
Telephone & Internet	4,800
Postage & Mailing/Printing	500
Office - Other Services	1,000
Food,Meetings,Childcare,Gifts	3,000
<b>Total Office Services</b>	<b>14,900</b>
<b>Office Purchases</b>	
Office Supplies	4,820
Office Equipment/Furniture	1,205
Office Computers & Parts	1,205
Dues & Subscriptions	1,000
<b>Total Office Purchases</b>	<b>8,230</b>
<b>Total Support &amp; Office</b>	<b>89,017</b>

Business	2012-2013
<b>Business Salaries</b>	
<b>Business Payroll Costs</b>	
<b>Business Services</b>	
Business Management/Shared Services	85,678
<u>Fiscal/Legal Services</u>	
Legal	
Payroll	300
Accounting	500
Banking	500
Auditing	6,200
<u>Scool Development</u>	
Planning/Research/Grantwriting	100
Marketing/Website/Brochures	1,000
Staffing/Recruiting	200
<b>Total Business Services</b>	<b>94,478</b>
<b>Total Business</b>	<b>94,478</b>

**Arthur Academy - Reynolds Budget**

**Year: 2012-2013**

Summary of All Revenues & Expenses

Details of Revenue

Details of Expenses

**2012-2013**

<b>Summary of Revenues &amp; Expenses</b>	<b>2012-2013</b>
---	------------------

**Revenue**

Total General Purpose Funding	1,070,978
City/County per student supplement	
Federal Grants	
State Grants	
Other Grants - Private, Foundations	
Fundraising & Donations	
Loans	
Other Revenue	
Food Services	
Activities, Extracurricular Fees	
Rental Income	32,400
Miscellaneous Income	
Shared Services Revenue	

**Total Revenue 1,103,378**

**Expenses**

Instruction & Classroom	623,409
Support & Office	89,017
Business	94,478
Operations & Facility	116,888
Facility Acquisition/Construction	109,200
Contingency	21,420

**Total Expenses 1,054,412**

**Surplus (Deficit)**

**48,966**

Fund Equity, Beginning of Year 359,728

Fund Equity, End of Year **408,693**

Year: 2012-2013

Summary of All Revenues & Expenses

Details of Revenue

Details of Expenses

2012-2013

Details of Revenue	2012-2013
Enrollment	194.0
Total ADM (includes Kindergarten adj)	180.0
Special Education Students (est.@5%)	
ESL count (20% x ADMr x 0.5)	7
Poverty Count (21.2% x ADMr x 0.25)	10
Total ADMw	197
District Allotment per ADMw	5,923
92% of District Allotment	5,449
 Total General Purpose Funding	 1,070,978
State Grants	
Federal Grants	
Other Grants - Private, Foundations	
Fundraising/Donations/Surplus	
Loans	
Other Revenues	
Food Services	
Activities, Extracurricular Fees	
Rental Income	32,400
Miscellaneous Income	
Shared Services Revenue	
<b>Total Revenue</b>	<b>1,103,378</b>

Instruction & Classroom	2012-2013
<b>Instruction Salary</b>	
Teacher Salary	251,685
Co-Teacher/Intervention Specialist	98,317
Other Salary	31,260
<b>Total Salaries</b>	<b>381,261</b>
 <b>Instruction Payroll Costs</b>	 <b>177,063</b>
<b>Instruction/Classroom Services</b>	
Instruction Services (Contracted work)	970
Student Safety/Health/Attendance	970
Student Testing & Assessment	5,820
Professional Development Payroll	700
Bonus Pay	3,000
Training Supplies	3,500
Tuition	
Conference Expenses	1,400
Transportation - Field Trips	5,820
Transportation - Bussing	
<b>Total Instruction/Classroom Services</b>	<b>22,180</b>
 <b>Instruction/Classroom Purchases</b>	
<u>Classroom Supplies</u>	
New Students	950
Existing Students	4,375
<u>Textbooks</u>	
New Students	3,800
Existing Students	26,250
<u>Classroom Furniture &amp; Equipment</u>	
New Classrooms	1,900
Existing Classrooms	1,750
Classroom Computers and Software	3,880
<b>Total Instruction/Classroom Purchases</b>	<b>42,905</b>
 <b>Total Instruction &amp; Classroom</b>	 <b>623,409</b>

**Arthur Academy - Reynolds Budget**

**Year: 2012-2013**

Summary of All Revenues & Expenses

Details of Revenue

Details of Expenses

**2012-2013**

Support & Office	2012-2013
------------------	-----------

<b>Office Salary</b>	
Principal	30,110
Office Admin	12,000
Other	
<b>Total Office Salaries</b>	<b>42,110</b>
<b>Office Payroll Costs</b>	<b>23,777</b>
<b>Office Services</b>	
Office Equipment Maintenance & Repair	5,100
Office Equipment Lease	
Travel/Mileage/Meals	500
Telephone & Internet	4,800
Postage & Mailing/Printing	500
Office - Other Services	1,000
Food, Meetings, Childcare, Gifts	3,000
<b>Total Office Services</b>	<b>14,900</b>
<b>Office Purchases</b>	
Office Supplies	4,820
Office Equipment/Furniture	1,205
Office Computers & Parts	1,205
Dues & Subscriptions	1,000
<b>Total Office Purchases</b>	<b>8,230</b>
<b>Total Support &amp; Office</b>	<b>89,017</b>

Business	2012-2013
----------	-----------

<b>Business Salaries</b>	
<b>Business Payroll Costs</b>	
<b>Business Services</b>	
Business Management/Shared Services	85,678
<u>Fiscal/Legal Services</u>	
Legal	
Payroll	300
Accounting	500
Banking	500
Auditing	6,200
<u>School Development</u>	
Planning/Research/Grantwriting	100
Marketing/Website/Brochures	1,000
Staffing/Recruiting	200
<b>Total Business Services</b>	<b>94,478</b>
<b>Total Business</b>	<b>94,478</b>

**Arthur Academy - Reynolds Budget**

Year: 2012-2013

Summary of All Revenues &amp; Expenses

Details of Revenue

Details of Expenses

2012-2013

Operations & Facility	2012-2013
-----------------------	-----------

**Operations & Facility Services**

Insurance	7,200
Taxes/Licenses/Fees	500
Cleaning	9,180
Facility Lease	
Property Lease	68,208
Electricity/Gas & Oil	9,000
Water/Sewer & Garbage	6,600
Grounds Maintenance & Services	4,800
Building Repairs/Maintenance/Upkeep	6,000
Security	2,400
<b>Total Operations &amp; Facility Services</b>	<b>113,888</b>

**Operations & Facility Purchases**

Building Services - Supplies	3,000
<b>Total Operations &amp; Facility Purchases</b>	<b>3,000</b>

**Total Operations & Facility** **116,888**

Facility Acquisition/Construction	2012-2013
-----------------------------------	-----------

Site Improvements/Construction	40,000
Building Acquisition	
Building Improvements/Construction	5,000
Permits, Fees, Development	
Debt Service/Loan Interest	16,200
Loan Payments	48,000
<b>Total Facility Acquisition/Construction</b>	<b>109,200</b>

**Total Contingency** **21,420**

**Total Revenues** **1,103,378**

**Total Expenditures** **1,054,412**

**Surplus (Deficit)** **48,966**

## CHARTER SCHOOL AGREEMENT

DATED: August 10, 2004

PARTIES: BOARD OF EDUCATION OF  
REYNOLDS SCHOOL DISTRICT #7 ("District")

AND: MASTERY LEARNING INSTITUTE  
an Oregon nonprofit corporation ("Corporation")

### RECITALS

A. The Oregon legislature in 1999 enacted Senate Bill 100 ("SB 100") [1999 Oregon Laws, Chapter 200], most of which is codified in ORS Chapter 338, for certain purposes relating to charter schools as enumerated in that act.

B. On September 1, 2003, an application (attached and incorporated as Exhibit A) was submitted by the Corporation to the District for formation of Reynolds Arthur Academy Neighborhood Public School ("Charter School") as a charter school to operate within the District.

C. The District Board held a public hearing on the provisions of the Application and evaluated the criteria set forth in ORS 338.055, and the District has determined that the Application, as amended by this Agreement, complies with the purposes and requirements of ORS 338.

D. By resolution adopted January 14, 2003, the District Board conditionally approved the Application and agreed to become the sponsor of the Charter School contingent upon the negotiation and execution of a contract acceptable to Charter School and the District.

E. This Agreement, including the Application and its Exhibits, will constitute the agreement between the parties regarding the governance and operation of the Charter School and the legal authorization for the establishment of the Charter School under ORS 338.065(1).

G. The parties desire that the Charter School 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 Reynolds School District Board of Education (referred to herein as either the "District" or the "District Board") has approved the Corporation's charter school proposal ("Application"), is the sponsor of the Reynolds Arthur Academy Neighborhood Public School ("Charter School") that is to be operated by the Corporation in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein.

### **2. Effective Date; Term; Renewal.**

**2.1 Effective Date.** When this Agreement has been duly executed by both the District Board and the Corporation's board of directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment of the Reynolds Arthur Academy Neighborhood Public School as a public charter school, as provided in ORS 338.065(1).

**2.2 Initial Term.** The Corporation shall be permitted to operate the Charter School for an initial term of five (5) school years, subject to the other terms of this Agreement, and thus the initial term of this Agreement shall expire on June 30 following the end of the fifth such school year. The first school year shall begin in September 2004, and thus the initial term shall expire June 30, 2009. If the Corporation is not able to secure a facility (as provided in Section 11.1) in time to begin operations in September 2004, then the Charter School shall not begin operations until September 2005, and the initial term shall expire June 30, 2010.

**2.3 Negotiation of Changes to Agreement.** If, at any time during the term of this Agreement, either party desires to amend the Agreement, it may send the proposed amendment(s) to the other party, 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.

**2.4 Termination of Agreement.** At any time during the term of this Agreement, including any extensions, the District may take action to terminate this Agreement in accordance with Section 18. Possible grounds for termination include the following:

- (a) Failure to meet the terms of this Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance stated in this Agreement.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.

(e) Failure to maintain financial stability.

(f) Endangering the health or safety of Charter School students.

**2.5 Extensions of Term.** The charter term will be automatically extended for a period of one (1) year effective July 1, 2005 [thus, extending the expiration date to June 30, 2010], with additional one-year extensions taking effect on July 1 of each year thereafter, unless this Agreement is terminated, or the Charter School is closed or dissolved, as provided herein.

**3. Application is Incorporated; Conflict between Application and Agreement.**

The District accepts the Application of the Charter School, including all the terms and provisions therein, except as modified by this Agreement, and the Application is incorporated into this Agreement. However, in the case of any conflict between any term of the Application and any term of this Agreement, this Agreement shall govern. Furthermore, a failure by the Charter School or the Corporation to perform or fulfill any term or provision of the Application shall not be a breach of this Agreement unless such failure is specifically described as a breach in this Agreement.

**4. Relationship Between Corporation and Charter School.**

The Corporation, and not the Charter School, is a party to this Agreement. Although many provisions in this Agreement refer to the Charter School and grant rights or impose obligations on the Charter School, it is the Corporation that has the legal responsibility under this Agreement to the District. Therefore, it is the responsibility of the Corporation to ensure that the Charter School fulfills all its obligations under this Agreement, and it is the Corporation that shall be held responsible for any failure of the Charter School to fulfill those obligations.

**5. Grade Range of Charter School; Number of Students per Grade; Minimum.**

**5.1 Number of Grades.** During its first year of operation, the Charter School may provide instruction to students in grades Kindergarten through second grade. In subsequent years, the Charter School may add additional grades up to and including fifth grade. The Charter School intends to add one grade each year after the first year of operation, but the parties acknowledge that such plans may change at the discretion of the Corporation, and it is within the sole discretion of the Corporation to determine in which years additional grades shall be added to the Charter School. However, on or before April 1 of each year of the Charter School's operation, the Corporation shall give notice to the District Board of the grades that will be included for the school year beginning the following September. However, at no time will the Charter School provide instruction beyond the fifth grade.

**5.2 Number of Students in Classrooms and Grades.** The number of students in any single classroom generally is expected not to exceed 25. However, the Charter School may in its discretion allow some classrooms to have more than 25 students, but the Charter School shall not allow more than 30 students in a classroom.

**5.3 Minimum Number of Students in School.** As provided in ORS 338.115(5), the Charter School shall maintain an active enrollment of at least 25 students.

**5.4 Maximum Number of Students in the Charter School.** The total number of students in the program shall not exceed 90 students in the first year of operation. The total number of students in first and second grade in the first year of operation shall not exceed 60 students. In subsequent years, the Charter School shall not have more than two classrooms for any grade.

**6. Enrollment and Admissions.**

**6.1 Voluntary Enrollment; Who is Eligible.** Student enrollment in the Charter School shall be voluntary. All students who meet grade level requirements are eligible for enrollment. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 7.

**6.2 Phased Enrollments; Deadlines.** The Charter School may, in its discretion, elect to conduct a series of open enrollments (but not more than three) for each school year, provided the process conforms to this Agreement. Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School.

**6.3 Application Process; First Phase of Enrollment Process.** Beginning January 1 of each year or a date set thereafter by the Charter School, prospective students may apply for admission to the Charter School 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 maximum number of students allowed for each grade under Section 5.2, then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the maximum number of students 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 third phases.

If the number of applications received for any grade is greater than the maximum number of students allowed for that grade, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, 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 maximum number of students 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].

**6.4 Second and Third Enrollments.** If the Charter School receives fewer applications than the maximum number of students allowed for any grade, then the Charter School 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, the Charter School 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 the Charter School desires to create or expand a waiting list for any grade, the Charter School will set a third application deadline shortly 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.

**6.5 Use of Waiting List; Filling Spaces if No Waiting List.** If at any time a student who has been enrolled declines to attend the Charter School, or if an attending student withdraws or is permanently expelled, the Charter School may admit the next student on its waiting list for the applicable grade. The Charter School may enroll the first student who applies after a space becomes available in a situation where (a) the final phase of enrollment under Section 6.4 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.

**6.6 Preferences After First Year.** As provided in ORS 338.125(1), in the second and following years of operation, the Charter School may give admissions preference to (1) students who were enrolled in the Charter School in the prior year, and (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year.

**6.7 Nondiscrimination.** As provided in ORS 338.125(3), the Charter School may not limit student admission based on ethnicity, national origin, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

**6.8 Nonresident Students; Limitations.** As provided in ORS 338.125(2), if space is available the Charter School may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference. Nonresident applicants may be accepted to fill any "available spaces" (including spaces on waiting lists). The parties recognize that acceptance of a nonresident applicant at the first or second 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, 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. If the Charter School plans to accept a student who is not a resident within the District, the Charter School may issue a conditional acceptance to such student, subject to any legal requirements that preference be given to residents of the District.

**6.9 Dual Enrollment.** During a school year, if the Charter School learns that one of its students remains enrolled at another private or public school, the Charter School 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 the Charter School.

## **7. Special Education Students.**

**7.1 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.

### **7.2 Application and Enrollment.**

7.2.1 The Charter School application form will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any prospective student with an IEP, the Charter School will notify the IEP team leader as soon as possible, and a representative from the Charter School will attend the IEP team meeting at which the team will determine whether or not the Charter School is the appropriate placement. If the IEP team cannot meet before the Charter School holds its enrollment lottery under Section 6, then the IEP student(s) will be included in the lottery as if the placement had been approved. Any student with an IEP whose application is accepted will receive a conditional acceptance; the acceptance and enrollment will become final when the IEP team has determined that the Charter School is the appropriate placement.

7.2.2 The Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

7.2.3 For a special education student who is not a resident of the District, ORS 338.165 shall apply, and the Charter School and the resident school district of such student shall enter into a written agreement for the provision of special education services to the student.

**7.3 Child find; Accepted Students Later Determined to be Special Education Students.** Although Oregon's Charter School Law leaves the "Child Find" responsibility with the child's resident school district, the Charter School will work closely with the District and any other referring school district to ensure that these responsibilities are carried out in good faith with respect to students enrolled in the Charter School. The Charter School will ensure that at least one of its teaching staff has been trained in the Child Find process, or if none have been so trained the Charter School will arrange for at least one of its teaching staff to receive such training. The Charter School will notify the student's resident district if a Charter School student may need evaluation to determine eligibility for special education. Any student referred for evaluation shall remain enrolled at the Charter School until an IEP team determines that the Charter School is not the appropriate placement for that student.

### **7.4 Administering the IEP's.**

7.4.1 Although under ORS 338.165(2)(a) the resident school district of the special education student shall be responsible for providing any required special education and related services to the student, the Charter School will work closely with the District and any other resident school district referring special education students to ensure that the 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 the Charter School, 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.

7.4.2 The Charter School proposes a general framework and set of principles as follows, with the specifics to be arranged by mutual agreement after the enrollment of each special education student, when the IEP team, the Charter School, and the District can assess the specific needs of each special education student and how best to meet their needs as called for in their IEP's:

- (a) The Charter School will have a staff member on the IEP team of each enrolled special education student.
- (b) The Charter School 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. The Charter School will abide by the IEP team's decision on program and placement.
- (c) The Charter School and the District may negotiate a contract under which the District may compensate the Charter School for the special education services, accommodations, and modifications that the Charter School may be providing, based upon each student's IEP, in accordance with federal and state special education laws.
- (d) For those services that the IEP team, the District and the Charter School mutually agree would be best delivered by District employees, the Charter School 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.
- (e) The Charter School will see to it that its staff has received special training and certification when necessary for the delivery of special education services that will be conducted by its staff, as agreed to by the District, the IEP team, and the Charter School.

**7.5 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(7)(a)]. Therefore, the 40% of the General Purpose Grant that is payable to the Charter School under ORS 338.165(3)(a) for special education

students equates to 80% 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 the Charter School for each special education student would be \$4,000; the District would retain the remainder of \$6,000; any portion of such \$6,000 payable to the Charter School for services provided under Section 7.4 would be governed by the separate contract described in Section 7.4.2(c).

**8. School Year; School Day; Hours of Operation.**

The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar shall generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year shall comply with requirements of state law.

**9. Records.**

The Charter School shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's 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 District shall provide the Charter School with a list of records and information required for the District to meet its state reporting requirements. The Charter School 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 District.

**10. Program and Curriculum, Goals, and Evaluation.**

**10.1 Acceptance by District of Program and Curriculum.**

10.1.1 The District accepts the curriculum and program design of the Charter School as set forth in the Application and agrees to waive any District program and curricular requirements that are not incorporated into such curriculum design. The District's intent is to allow the Charter School, within the requirements of state law, to promote and implement new, innovative, and flexible programs, curricula, learning environments, and learning methods. The Charter School agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its Application. A fundamental change to the educational program means (i) discontinuing use of the Direct Instruction Model for teaching reading and mathematics, or (ii) substantially changing the use of the Core Knowledge Sequence for history, science and geography, or (iii) adopting a curriculum that does not meet then-applicable state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

10.1.2 The parties agree that the Application sets forth the overall goals, standards and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific programs, policies, procedures or other specific

terms of operation that supplement or otherwise differ from those in the Application, the Charter School shall be permitted to implement such programs, policies, procedures and specific terms of operation, provided that they are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement and ORS chapter 338.

**10.2 Responsibilities of Charter School.** The Charter School is responsible for doing the following in compliance with state law:

- 10.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.
- 10.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.
- 10.2.3 Providing required services, if any, to students who are English language learners (ESL students) under ORS 336.079 and other provisions of the law.
- 10.2.4 Providing required services, if any, to academically low achieving students.
- 10.2.5 Implementing the state-required assessments as provided in ORS 338.115(1)(L).
- 10.2.6 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.

**10.3 Participating in District Extracurricular Activities.**

10.3.1 Charter School students are eligible to participate in extracurricular activities at their neighborhood schools (that is, the District school the student would otherwise attend if not attending the Charter School) at no charge to the Charter School. Students of the Charter School who participate in extracurricular activities of the District shall be subject to same rules regarding fees, eligibility, and conduct that other District students must meet. Nonresident Charter School students must comply with applicable OSAA rules before being eligible to participate in extracurricular activities in another District school.

10.3.2 The District shall not be required to provide transportation for a Charter School student to and/or from an extracurricular activity (such as daily or regular practices of a sports team or music team) that is taking place at a District school (for example, transportation from the student's home or from the Charter School to the District school where the activity is taking place, and then the return trip). However, in situations where the District provides transportation services for a team or group (for example, bus transportation of a group from a District school to a place that the group is visiting), the Charter School student will receive the same transportation services as other District students, and thus will be treated like any other member of the student group. The District is not required to alter or add any additional buses or bus routes to accommodate a Charter School student.

**10.4 Goals and Evaluation.** Although the Charter School has many goals, many of which are set forth in the Application, only the specific goals relating to student performance that are set forth in Exhibit B are to be considered in evaluating whether the Charter School 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).

**10.5 Annual Report.** The Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(1) on the performance of the Charter School and its students. 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 10.4.

**11. School Facility and Transportation.**

**11.1 Facility Not Yet Determined.**

11.1.1 The Charter School has not yet identified its facility. If the Charter School has not entered into a binding agreement relating to a school facility on or before August 1, 2004, so that the Charter School will be able to begin operations no later than September, 2004, the Charter School will notify the District, and the first year of operation will be delayed until September 2005. Even if the Charter School has entered into such an agreement, if for any other reason the Charter School reasonably believes at any time that it will not be able to begin school operations no later than September, 2004, then the Charter School will promptly notify the District, and the first year of operation will be delayed until September 2005.

11.1.2 If the first year of operation is delayed until 2005, then the Charter School is required to have entered into a binding agreement relating to a school facility on or before August 1, 2005. If the Charter School reasonably believes at any time that it will not be able to begin school operations by September 2005, then the Charter School will promptly notify the District. In that case, this Agreement does not give the Charter School the right to delay opening until September 2006, and the parties will have to re-open negotiations at that time if the Charter School desires to open in 2006.

**11.2 Approvals and Permits; Payment of Expenses.** The Charter School is responsible for obtaining all necessary permits and approvals relating to use of the facility, including building and occupancy permits, and any health and safety approvals. The Charter School has full responsibility for all costs related to its facility and any playground equipment, other equipment, furniture, and fixtures; such responsibility includes purchase costs, rental, utilities, maintenance, repair, cleaning, and replacement.

**11.3 Transportation.** The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School, to the extent seats are available for such students; this does not obligate the District to add or extend existing bus routes or other transportation services, as provided in ORS 338.145(2). The District will give the Charter School a two-week notice if a bus on a particular route has consistently become too full to transport Charter School students so that parents have time to make other arrangements. The parties recognize that many of the Charter School students may not be able to use existing District bus routes for transportation to and from the Charter School; it is the responsibility of the parents and guardians of the students to arrange for transportation of the students to and from school.

## 12. Financial Matters; Funding; Annual Budgets; Annual Audit.

**12.1 No Tuition; Fees.** The Charter School 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(1)(g), the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials, after-school programs, and student activities. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

### 12.2 Annual Funding.

**12.2.1 Keeping Count.** The Charter School 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 as a Second Language program under ORS 336.079; 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.

#### 12.2.2 Calculating ADMw and Funding.

(a) For each school year, the District shall provide funding to the Charter School 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 the product of (i) the District's "General Purpose Grant SB 100," [as defined in Section 12.2.2(e)]; multiplied by (ii) the Charter School ADMw; multiplied by (iii) 80%.

(b) The Charter School shall determine its ADMw for the period to be covered by reports given to the District [using projected ADMw for the first reports specified below].

(c) The calculation of the additional amounts under ORS 327.013(7)(a) shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in an English as a Second Language program under ORS 336.079.

(d) In addition, to take into account the "poverty factor" under ORS 327.013(7)(a)(E)(i), the parties will use the same percentage used in calculating the District's adjusted poverty factor, as that percentage may be changed from time to time. To illustrate, suppose the poverty factor used for the District is 16% of ADM; assume the ADM for the Charter School is 100 students; then 100 would be multiplied by 16%; and this would be multiplied by 0.25; thus, a total of 4.0 would be added to the Charter School's ADM in calculating ADMw.

(e) In Section 12.2.2(a), the term "General Purpose Grant SB 100" means (i) the total formula revenue to the District, as calculated by ODE, (ii)

minus the transportation grant to the District, divided by (iii) the District's ADMw for the school year. To help clarify and to illustrate, the "General Purpose Grant SB 100" was estimated as of July 17, 2003 by the State of Oregon Department of Education ("ODE") for the District for the 2003-04 school year to be \$4,750 and is referred to in the ODE report as "General Purpose Grant SB 100." This was based on (i) the total formula revenue to the District being \$32,482,544; (ii) minus the transportation grant of \$1,232,000, divided by (iii) the District's estimated ADMw for the 2003-04 school year of 6,579.6.

(f) 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.

**12.2.3 Reports to District.** The Charter School shall give written reports to the District, containing the data set forth in Sections 7.2.1 to 7.2.3, on or before the tenth (10<sup>th</sup>) day of each month of each school year. The reports submitted before school begins each fall (that is, reports for July and August), and thus the payments due from the District based on those reports, will be based on the Charter School projected ADMw.

**12.2.4 Dates of Payments by District to Charter School.**

(a) Pursuant to ORS 338.155(8), the District shall send payment to the Charter School in the percentages set out below within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095, which payments from the state are due on the following dates.

- July 15 – 16.67%
- August 15 - 8.33%
- September 15 - 8.33%
- October 15 - 8.33%
- November 15 - 8.33%
- December 15 - 8.33%
- January 15 - 8.33%
- February 15 - 8.33%
- March 15 - 8.33%
- April 15 - 8.33%
- May 15 - balance

(b) The parties recognize that there may be fluctuations from month to month in the total sum on which these 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, and thus the amount payable by the District to the Charter School may change from month to month. There will be an adjustment with the final [May] payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount, 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 that are not finalized until after the end of a school year.

**12.2.5 End of State Funding.** The financial commitment on the part of the District contained in this Agreement is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur.

**12.3 Initial Budget; Annual Budgets.** The District approves the Charter School's proposed budget for the first year of operation as set forth in the Application. On or before May 1 of each year, the Charter School shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of the Charter School's financial stability. The Charter School 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.

**12.4 Fiscal Agent.** The Charter School shall act as its own fiscal agent.

**12.5 Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

**12.6 Financial Records, Audits and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School 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(2) requires the Charter School to have an annual audit of the accounts of the Charter School 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 District, the State Board of Education, and the Department of Education. The audit shall be conducted no later than September 30th of each year, and a copy of the audit shall be given to the District no later than November 1st of each year. The cost for the audit shall be borne by the Charter School.

**12.7 Financial Management.** The Charter School shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that the Charter School's accounting method shall comply in all instances with governmental accounting requirements that explicitly apply to charter schools. Subject to this Agreement, the Charter School 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 the Charter School.

**12.8 Other Sources of Funds for Charter School; Fund Raising.** In addition to the funding under Section 12.2, the Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9) and ORS 338.185. The District shall also transfer to the Charter School its proportionate share of any federal, state, or other government grants (or other funding) that are made to the District, where the amount of the grant (or other funding) is based on the District's ADMw, ADMr, enrollment, or other count or calculation of number of students and that count or calculation includes the Charter School (examples would include lottery funds and school improvement fund grants). The Charter School shall comply with all

state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 12.6. As provided in ORS 338.125(4), the Charter School may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School.

### **13. Governance and Operation.**

#### **13.1 Corporate Status; Governing Board.**

13.1.2 The Corporation is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. The Corporation shall govern and operate the Charter School as set forth in this Agreement, and the governing board of the Charter School will be the board of directors of the Corporation.

13.1.2 The Corporation will give the District a copy of its Articles of Incorporation and Bylaws. If the Corporation makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will so notify the Corporation. If the Corporation 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 19.8.

13.1.3 The Corporation's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of the Charter School, the assets of the Charter School that were purchased with public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

**13.2 Exempt Status under Section 501(c)(3) of Internal Revenue Code.** The Corporation has obtained a letter from the IRS stating that the Corporation is qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

**13.3 Nonreligious, Nonsectarian Status.** As provided in ORS 338.035(7), the Charter School shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), the Charter School 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.

**13.4 Public Meetings.** The Corporation and its Board of Directors, when acting as the Governing Body of the Charter School, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

**13.5 Operational Powers.** Subject to applicable federal and state laws and any restrictions in this Agreement, the Corporation and the Charter School shall have authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law.

**14. Employment Matters.**

**14.1 Corporation is Employer.** All provisions of this Section 14 are subject to state and federal laws and applicable collective bargaining agreements, if any. The District shall not be the employer of any employees of the Corporation or the Charter School. The Corporation may choose to enter into contracts to provide services to the School or to fulfill responsibilities of the Charter School under this Agreement, in which case the people actually providing the services or fulfilling the responsibilities will be employees of such contractor; otherwise, the Corporation will be the employer of the staff at Charter School. The Corporation shall control the selection of employees.

**14.2 Staff Hiring, Compensation, Benefits, PERS.**

14.2.1 The Corporation governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Charter School will be responsible for providing substitutes for all Charter School teachers requiring substitutes.

14.2.2 At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the Charter School shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, the Charter School shall provide the District with evidence of certification, if any, or other qualification within 60 days after the individual's initial date of hire. Any teaching or administrative staff not licensed by the Oregon Teacher Standard and Practice Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005.

14.2.3 All teachers employed by the Charter School that are licensed or registered with TSPC shall also comply with OAR 584-100-0090 or 584-100-0095, whichever is applicable, provided that such rules apply to the Charter School.

14.2.4 For any employee of the District who chooses to work for the Charter School, any leave of absence from the District shall be governed by ORS 338.135.

14.2.5 Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

14.2.6 Pursuant to ORS 338.135(5), the Charter School shall participate in the Public Employees Retirement System (PERS) for its employees.

**14.3 Employee Records.** The Charter School shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. The Charter School shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

**14.4 Placement Upon Revocation of Charter.** When this Agreement is terminated and upon dissolution of the Charter School, the Board and administrators of the Charter School will work with the District to assist resident students of the District with placement at another school within the District. Student records will be forwarded to the student's next school. School records will be returned to the District.

**14.5 Criminal Records Checks.** As provided in ORS 338.115(1)(e), ORS 181.539, 326.603, 326.607, and 342.232 (relating to criminal records checks) shall apply to the Charter School. The Corporation 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 15th of each school year that the Charter School is in operation under this Agreement, the Corporation shall provide to the District 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.

**15. Application of and Compliance with Laws.**

**15.1 Compliance with Laws; Non-Exemption from Certain Laws.** The Corporation and the Charter School 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 the Charter School, the following laws shall apply to the Charter School:

- a. Federal law.
- b. ORS 192.410 to 192.505 (Public Records Law).
- c. ORS 192.610 to 192.690 (Public Meetings Law).
- d. ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
- e. ORS 181.539, 326.603, 326.607 and 342.232 (Criminal Records Checks).
- f. ORS 337.150 (Textbooks)
- g. ORS 339.141, 339.147 and 339.155 (Tuition and Fees).
- h. ORS 659.150 and 659.155 (Discrimination).
- i. ORS 30.260 to 30.300 (Tort Claims).
- j. Health and safety statutes and rules.
- k. The statewide assessment system developed by the Department of Education under ORS 329.485(1).

l. ORS 329.045(1) (Academic Content Areas).

m. Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.

n. ORS Chapter 338.

o. ORS 339.250(12) (prohibition of infliction of corporal punishment).

**15.2 Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver twenty (20) days prior to submitting it. The Charter School shall give the District a copy of any grant of a waiver promptly after receiving it.

**15.3 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 12.6 of this Agreement, the Charter School is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(2) requires this to be done. However, if ORS 338.095(2) 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; the Charter School would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 12.6. 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 the Charter School, or otherwise affect the Charter School, the Charter School and the District shall review this Agreement and conform it accordingly.

**15.4 School and District Policies.** The Charter School shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School; the Charter School shall provide copies of such policies to the District.

## **16. Insurance and Indemnification.**

**16.1 Insurance; Proof; Renewals.** The Corporation 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 16. As provided in ORS 338.115(13), prior to beginning operation, the Corporation shall show proof of such insurance to the District; copies of certificates of insurance shall suffice as proof. If the Corporation fails to provide such a certificate within ten (10) days after demand by District, District may purchase the insurance required and bill the Corporation. The Corporation shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and the Corporation shall deliver to District certificates of such renewal policies before the expiration of any existing policy.

**16.2 Property Insurance.** The parties anticipate that the Corporation will enter into a lease or other agreement relating to the Charter School facility. The Corporation 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 the Corporation]; and (b) such policy is a replacement cost policy.

### **16.3 Commercial General Liability Insurance.**

**16.3.1** The Corporation shall maintain a commercial general liability insurance policy (occurrence form) with respect to the Charter School facility and the operation of the Charter School, in accordance with this Agreement. The policy shall be in effect no later than when the Charter School, or any of its employees, agents, or subcontractors, enters the School facility to do any work in connection with the School facility. The Corporation shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

**16.3.2** Subject to the following sentence, the limit of the Corporation 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, the Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

**16.3.3** Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 16.9 of this Agreement.

**16.4 Liability Insurance for Directors and Officers.** The Corporation 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 the Charter School, the Corporation, the governing board of the Charter School, 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.

**16.5 Business Auto Liability Insurance.** The Corporation 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.

**16.6 Workers' Compensation Insurance.** The Corporation shall procure and maintain workers' compensation insurance pursuant to ORS chapter 656 on all Charter School employees.

**16.7 Honesty Bond.** The Corporation shall procure and maintain an honesty bond to cover all employees and volunteers of the Charter School. Limits are to be determined by the Charter School governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.

**16.8 Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the District as an additional insured; (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.

## **16.9 Indemnification.**

**16.9.1 Charter School Indemnifies District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Corporation agrees to indemnify and hold the District, 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 (1) the possession, occupancy or use of property of Charter School (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 Charter School's operations. The Corporation agrees to indemnify, hold harmless and defend the District from all contract claims in which the Corporation or the Charter School has obligated the District without the District's prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of the Corporation or the Charter School 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.

**16.9.2 District Indemnifies Charter School.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold the Corporation and the Charter School, 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 (1) 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 District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Corporation or Charter School 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 District employee working at the Charter School whose negligent or wrongful act or omission is caused or directed by the Corporation or the Charter School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board 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.

**16.9.3 Survival of Indemnification.** This indemnification, defense and hold harmless obligation on behalf of the Corporation and the District 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.

**17. Relationship between District and Charter School.**

**17.1 Full Faith and Credit.** The Corporation agrees that it will not extend the faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Charter School's governing board has the authority to approve contracts to which the Corporation or the Charter School is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this Agreement.

**17.2 District Disclaimer of Liability.** The parties to this Agreement expressly acknowledge that the Corporation is not operating as the agent, or under the direction and control, of the District Board except as required by law or this Agreement, and that the District Board assumes no liability for any loss or injury resulting from:

17.2.1 The acts or omissions of the Corporation (or the Charter School), its directors, trustees, agents or employees;

17.2.2 The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building; or

17.2.3 Any debt or contractual obligation incurred by the Corporation (or Charter School).

**18. Termination.**

**18.1 Grounds for Termination.** As provided in ORS 338.105(1), the grounds for termination of this Agreement by the District are as follows:

- (a) Failure to meet the terms of the Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance stated in this Agreement.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.

**18.2 Notice of Breach; Opportunity to Cure; Dispute Resolution.**

18.2.1 The parties recognize that the grounds for termination in Section 18.1 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.

18.2.2 If the District believes that any breach of this Agreement by the Charter School has occurred, it will give the Charter School written notice setting forth the alleged breach.

18.2.3 If the Charter School agrees that a breach has occurred, the Charter School will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that the Charter School, by acting with due diligence, could not reasonably complete the cure within such time, the Charter School shall not be in default unless the Charter School 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 District gives such notice.

18.2.4 If the Charter School does not agree that a breach has occurred, the Charter School will give the District 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 19.8.

### **18.3 Notice of Intent to Terminate; Hearing; Appeal.**

18.3.1 If the breach by the Charter School has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the District may decide to terminate this Agreement, in which case it will give the Charter School 60 days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

18.3.2 The Charter School may appeal the District's decision to terminate this Agreement directly to the District Board. Charter School may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. Charter School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.

18.3.3 The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105(3).

### **18.4 Prompt Termination for Health and Safety Reasons.**

18.4.1 As provided in ORS 338.105(4), notwithstanding sections 18.1 – 18.3, the District may terminate this Agreement immediately and close the Charter School if the Charter School is endangering the health or safety of its students.

18.4.2 The Charter School governing body may request a hearing from the District on the termination of this Agreement under this subsection 18.4. The District shall hold a hearing within 10 days after receiving the request.

18.4.3 The Charter School governing body may appeal a decision of the District under this subsection 18.4 to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

18.4.4 Throughout the appeals process, the Charter School shall remain closed at the discretion of the District unless the State Board of Education orders the District to open the Charter School and not terminate this Agreement.

**18.5 Termination by Charter School; Dissolution.**

18.5.1 As provided in ORS 338.105(7), the Charter School governing body may only terminate the Agreement or dissolve or close the Charter School at the end of a semester, unless the District agrees to another date. If the Charter School intends to terminate this Agreement or dissolve or close the Charter School, it shall give notice to the District at least 180 days prior to the proposed effective date of the termination, closure or dissolution.

18.5.2 If the Charter School should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of the Corporation, it is agreed that the Charter School governing board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this Agreement.

**18.6 Effects of Termination or Dissolution.** Until the effective date of termination of this Agreement, the District shall continue to make the funding payments under Section 12. As provided in ORS 338.105(5), termination of this Agreement shall not abridge the Charter School's legal authority to operate as a private or nonchartered public school. Upon dissolution or termination, all permanent records shall be transferred to the District.

**18.7 Assets Currently Owned by Corporation; Property Inventory Control.** The Corporation certifies that prior to execution of this Contract it does not own any assets that were purchased with public funds and that the Corporation holds for the account of the Charter School except for those listed on Exhibit C. The parties acknowledge that the Corporation 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. The Corporation shall maintain records of purchase orders for all assets relating to the Charter School that cost \$500.00 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 18.8) or non-public funds. No later than October 15th of each year that the Charter School is in operation, the Corporation shall provide the District with a copy of this purchase order record for the preceding fiscal year.

**18.8 Definition of Public Funds.** For purposes of this Contract, public funds shall include any and all funds distributed to the Corporation:

18.8.1 By the District, pursuant to ORS 338.155 and ORS 338.165, and

18.8.2 By the Oregon Department of Education, including any and all federal grant funds that the Corporation may apply for and be awarded by the Oregon Department of Education, and

18.8.3 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.

**18.9 Distribution of Assets upon Termination.**

18.9.1 This Section 18.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of the Corporation, or for any other reason that the Charter School ceases operations as a public charter school under this Contract.

18.9.2 If any of the foregoing events in 18.9.1 occurs, all assets purchased with public funds and still owned by the Corporation for the account of the Charter School shall be given to the state Board of Education in accordance with ORS 338.105(6). The Corporation will be entitled to retain ownership of (a) any asset that is listed on Exhibit C and is identified as being purchased with non-public funds, (b) any other asset that the Corporation has acquired through the expenditure of non-public funds, and (c) any other asset that the Corporation has acquired through public funds provided to another charter school operated by the Corporation.

18.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 18.9 applies. Therefore, the Corporation will not be held responsible by the District for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the District does not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If the Corporation 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).

**19. Miscellaneous Provisions.**

**19.1 Entire Agreement.** This Agreement, with Exhibits and the Application, contains all terms, conditions and provisions of the agreement between the parties relating to creation and operation of the Charter School and contains the entire understanding and all representations of 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.

**19.2 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.

**19.3 Amendment.** This Agreement may be modified or amended only by written agreement between the Corporation and the District Superintendent (or designee) or District Board.

**19.4 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.

**19.5 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. The parties intend that where this Agreement references federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments.

**19.6 Assignment; Successors and Assigns.** This Agreement may not be assigned by the Corporation under any circumstances, it being expressly understood that the charter granted by this Agreement runs solely and exclusively to the Charter School. This does not limit the Corporation's or the Charter School'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.

**19.7 Notice.** Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 19.7 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):

- (a) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered );
- (b) 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)];
- (c) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or
- (d) 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.

**19.8 Dispute Resolution; Mediation.**

19.8.1 If any dispute arises between the District and the Charter School 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.

19.8.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

19.8.3 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 Board.

19.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.

19.8.5 As to any dispute that is not being determined through mediation, the Charter School may request a hearing before and decision by the District Board.

19.8.6 The Charter School may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

**19.9 Attorney Fees.** If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Agreement, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trial or arbitration, and on any reviews and appeals. Such sums shall be determined by the court or arbitrator.

**19.10 Delegation by District.** The parties agree and acknowledge that the functions and powers of the District Board may be exercised by the Superintendent of the 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 District Board.

**19.11 Prior Actions.** As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, the Corporation 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 District to declare this Agreement null and void.

**19.12 Corporation Authority to Enter Into Agreement.** The Corporation expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of the Corporation and that the Board of Directors of the Corporation has duly approved of this Agreement. The Corporation shall provide to the District a copy of its

written resolution authorizing the Corporation to enter into this Agreement.

**19.13 Definition of Business Day.** For purpose of this Agreement, “business day” means a day in which the District 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 District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or the Board’s designee, or the government of the City or County in which the District is located, or the State of Oregon, or the federal government.

**19.14 Incorporation of Application and Exhibits.** The Application (Exhibit A) and Exhibits B (Goals and Evaluation, referred to in Section 10.4), and C (List of assets, referred to in Section 18.7) are attached hereto and incorporated herein by this reference.

[The rest of this page is blank.]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

MASTERY LEARNING INSTITUTE  
an Oregon nonprofit corporation  
operating the Reynolds Arthur Academy Neighborhood Public School

By: Chale Arthur  
Title: Exec. Director

Address for Notice Purposes:  
13717 SE Division Street  
Portland, OR 97236  
Telephone: (503) 252-3753  
Fax: 503-761-4143

BOARD OF EDUCATION OF THE  
REYNOLDS SCHOOL DISTRICT NO. 7

By: Maryanne Hannah

Title: School Board Chairperson

Address for Notice Purposes:  
Terry Kneisler  
Superintendent  
1204 NE 201 Ave.  
Fairview, Oregon 97024

Telephone: 503-661-7200  
Fax: 503-667-6932

Approved as to form:

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

District Legal Counsel

CHARTER SCHOOL AGREEMENT  
ADDENDUM TO CONTRACT

DATED: \_\_\_\_\_, 2020

PARTIES: BOARD OF EDUCATION OF  
REYNOLDS SCHOOL DISTRICT (“District”)

AND: MASTERY LEARNING INSTITUTE (Reynolds Arthur Academy)  
an Oregon nonprofit corporation (“Corporation”)

**RECITALS**

- Due to declining enrollment in sixth grade and the related budget constraints, Reynolds Arthur Academy is requesting to change their Charter Agreement.
- Reynolds Arthur Academy believes students will be better served by mirroring the district’s model of K-5th grade.
- Grades served would be changed from kindergarten through sixth grade to serving kindergarten through fifth grade.
- This amendment has been approved by the Board of Directors for Mastery Learning Institute (Reynolds Arthur Academy) on March 17th, 2020.

1. Change Charter Agreement, dated July 1st, 2014 through June 30th, 2024, **Item 5.1** to read:

**5.1 Number of Grades.** The Charter School may provide instruction to students in grades kindergarten through **fifth** ~~sixth~~ grade. On or before April 1 of each year of the Charter School’s operation, the Charter School shall give notice to the District Board of the grades that will be included for the school year beginning the following September. However, at no time will the Charter School provide instruction beyond the sixth grade.

2. All other Items remain the same as the Charter Agreement dated July 1st, 2014 through June 30th, 2024

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MASTERY LEARNING INSTITUTE  
operating the Reynolds Arthur Academy

BOARD OF EDUCATION OF THE  
REYNOLDS SCHOOL DISTRICT NO. 7

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice Purposes:  
13809 SE Division Street  
Portland, OR 97236

Address for Notice Purposes:  
Dr. Danna Diaz  
Superintendent  
1204 NE 201 Ave.  
Fairview, Oregon 97024



February 20<sup>th</sup>, 2014

Reynolds School District  
1204 NE 201<sup>st</sup> Ave  
Fairview, Oregon 97024  
Fax: (503) 667-6932

RE: Reynolds Arthur Academy, request for renewal of Charter School Contract

Dear Superintendent Florence:

Mastery Learning Institute, operating the Reynolds Arthur Academy Public Charter School, hereby requests renewal of the Charter School Contract with the Reynolds School District Board of Education. We are requesting that the renewal term be ten years, from July 1, 2014 through June 30, 2024. We look forward to working with you, your staff, and the board during the renewal process. Please advise us on the next step in the renewal process.

Respectfully,

**Chris Arnold**  
Principal

**Stephani Walker**  
Director of Academics & Leadership

**Jill Domine**  
Director of Business

To: Board of Directors

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

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

**Subject: Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional for the Visually Impaired**

Policy: [Section 504 Students - JBAA](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 1: Marginalized Students**

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

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**Summary:**

This is an Intergovernmental Agreement (IGA) between the District and Portland Public Schools (PPS) on behalf of Columbia Regional Program

Columbia Regional Programs provides fee for service paraeducators to support students who are visually impaired. Under the direction of a certified Teacher of the Visually Impaired, the paraeducator implements individualized instructional and behavioral programs with students, as prepared by a Teacher of the Visually Impaired and/or general education teacher, according to each student's Individualized Education Program (IEP). These paraeducators must have experience with Unified English Braille, Nemeth, and assistive technology specific for individuals with vision loss.

The proposed IGA runs from August 1, 2021 through June 30, 2022.

**Previous Board Action:**

The Board previously approved this agreement in October 2019, which expired June 30, 2020.

**Background:**

Due to school closure in 2020-21, the District did not enter into an agreement with Columbia

Regional for paraeducators to support students who are visually impaired. During the 2019-20 school year, two paraeducators were assigned as 1:1 support for two students with visual impairments in the District. The proposed IGA has been reviewed and approved by the District's legal counsel.

**Financial Implications:**

The 2021-22 Budget includes allocation of funds for paraeducator services for students who are visually impaired and require additional adult support.

Total calculated cost for the proposed agreement is \$52,560.

**Alternatives:**

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

**Staff Recommendation:**

Staff recommends that the Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program for services provided by paraeducators to support students who are visually impaired.

**Motion:**

I move that the Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program for services provided by paraeducators to support students who are visually impaired.



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

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

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

This Intergovernmental Agreement (“Contract”) is between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) on behalf of Columbia Regional Program and Reynolds School District (“Agency”) pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

**AGENCY DATA**

**Agency Name:** Reynolds School District  
**Agency Contact Person:** Matthew Bennett  
**Address:** 1204 NE 201<sup>st</sup> Ave  
**City, State, ZIP:** Fairview, OR 97201-9642  
**Telephone:** 503-661-7200  
**Email:** mbennett@rsd7.net

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

**TERMS AND CONDITIONS**

1. **Term and Termination.** This Contract becomes effective on August 1, 2021. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2022.
2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:
  - a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.
  - b. Unilateral: Either party may terminate this Contract upon providing 60 days’ written notice to the other party.
3. **Contract Documents.** This Contract consists of
  - a.  these Terms and Conditions only.

**OR**

  - b.  these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:
    - Exhibit A (Statement of Work) (Only if box 3.b checked)
    - Exhibit B (Paraeducator Job Description)
    - Exhibit C (Federal Terms and Conditions)
4. **Statement of Work.** District shall perform the work described in Exhibit A.
5. **Maximum Total Payment; Invoices.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of **\$52,560.00** for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance, invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.

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

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

- 12. Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon. If providing any services under this Contract, then at all times Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - c. General Liability. Agency shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.
  - f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.
- 13. Controlling Law; Venue.** The parties agree that that Oregon law will govern any dispute under this Contract or related to this Contract, and that they will conduct any litigation arising out of this Contract in courts located in Multnomah County, Oregon.
- 14. Amendments; Renewal.** Any amendments, consents to, or waivers of the provisions of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

- 15. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
  
- 16. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
  
- 17. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

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

**AGENCY**

**DISTRICT**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COLUMBIA REGIONAL CONTACT:**

Melissa Phillips  
Columbia Regional Program  
833 NE 74<sup>th</sup> Avenue  
Portland, Or 97213  
503.916.5570

TIN: 93-6000830

**EXHIBIT A  
STATEMENT OF WORK AND PAYMENT**

**DUTIES**

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

A. Provide regionally eligible **SCHOOL-AGE** children who are blind or visually impaired;

The following on a fee for service basis; Paraeducator

- 1) Paraprofessional with specific knowledge and skills to support blind or visually impaired students. Skills include knowledge of Braille, both literary and Nemeth, the expanded core curriculum, assistive technology, and accommodations and modifications to access the general education curriculum.
- 2) Provide supervision and professional development for para educator

B. Include provision for substitute:

- 1) Paraprofessional

C. Provide limited supplies specific for accommodations and modifications for student(s).

2. **Agency shall**

A. Provide Columbia with information reasonable available to it on students including eligibility information and the Individual Educational Plan documenting the need for para education support.

B. Communication regarding absences of the student(s) and/or changes in the placement or IEP.

**PAYMENT and INVOICES**

1. Payment under this Contract is based upon anticipated services requested by Agency for August 1, 2021 through June 30, 2022. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis

2. Agency has requested the following services with associated billing rates based on the following annual fee(s)

\$52,560 for Columbia Regional Paraeducator to support student in general education and district placements. (Actual rate may be less, will be based on the actual salary and benefits of para educator and assigned).

3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:

- November 2021: For personnel August 30, 2020 through November 3, 2021
- February 2022: For personnel November 4, 2021 through January 26, 2022
- April 2022: For personnel January 27, 2022 through April 6, 2022
- June 30, 2022: Final payment due for enrollment April 7, 2022 through June 30, 2022

4. Columbia Regional Program shall mail invoices to the person and address listed below:

\$52,560.00 (maximum)

243

Attention: Matthew Bennett  
Reynolds School District  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97204-9642

Agency shall pay Columbia net 30 days, mailing payments to the address below:

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

## Exhibit B

### Para Educator - BVI Program (BVI=Blind/Visually Impaired)

#### Definition

Under direction of a certified TVI, the Para educator implements individualized instructional and behavioral programs with students as prepared and directed by a teacher of vision impaired and/or the general education teacher according to the IFSP or IEP. The Para educator assists in specialized materials production specific for children who are blind or visually impaired including the use of literary braille and Nemeth. Responsibilities may also include: training and coaching, capacity building, training in and modeling of evidence based practices, instruction in the Expanded Core Curriculum, use of effective instructional strategies, and ways to support students with visual impairments through improved educational outcomes and independence.

#### Qualifications

There is a minimum requirement of a high school diploma or equivalent. Experience and training working with students who are blind or vision impaired. Experience and familiarity with Unified English Braille, Nemeth, and assistive technology specific for individuals with vision loss. Must have the ability and willingness to work patiently and sensitively with students who have a variety of special needs. Must read, understand and carry out oral and written instructions. The employee is sometimes required to assist a student in standing, walking or sitting and may be required to lift and/or move materials, boxes or equipment up to 25 pounds. Qualifications include proficiency in computer and keyboarding skills, specifically in the use of Microsoft Word. The BVI para educator should be willing to work in an itinerant setting so must have access to reliable transportation. Consistent attendance is required.

#### Classification Classified

Reports To Teacher of the Vision Impaired and/or Program Supervisor

#### Performance Responsibilities

1. Successfully learn required skills including introductory braille, human guide techniques, assistive technology, accommodations and modifications specific for students who are blind.
2. Understand appropriate disciplinary approaches
3. Successfully assist teacher of vision impaired in implementation of specialized programs
4. Become familiar with subject matter, common core and expanded core curriculum
5. Provide student tutoring under general direction of the teacher of vision impaired and/or classroom instructor
6. Interpret classroom related activities for vision-impaired students under direction of teacher of vision impaired and/or classroom teacher
7. Help adapt and produce materials into large print or tactile formats including braille
8. Communicate appropriately and regularly through use of email
9. Respect and maintain confidential information in all situations
10. Organize and manage equipment and consumable materials, including ordering and maintaining current inventory

11. Model and implement accommodations and modifications in specialized technology for individuals with vision loss including braille devices and materials, assistive technology including voice output, digital technology, braille devices, IOS and specialized software etc.
12. Implement instructional programs assigned by teacher of the visually impaired and/or orientation and mobility specialist. Complete data collection as assigned.
13. Supervise student educational activities and take data related to student educational outcomes and participation in individual and group situations.
14. Assist students who are blind/visually impaired with skills in use of adaptive equipment and in making appropriate accommodations for best educational access.

#### Minimum Qualifications:

- Use of specialized technology for the blind and visually impaired, both hardware and software, to ensure that students have access to the core curriculum (e.g. Computers, text to speech software, Braille translation software, etc.)
- Model accommodations and modifications in specialized technology for individuals with vision loss including braille devices and materials, assistive technology including voice output, digital technology, braille devices, IOS and specialized software etc.
- Implement instructional programs assigned by teacher of the visually impaired and/or orientation and mobility specialist. Complete data collection as assigned.
- Supervise student educational activities and take data related to student educational outcomes and participation in individual and group situations.
- Assist students who are blind/visually impaired with skills in use of adaptive equipment and in making appropriate accommodations for best educational access.
- Use of specialized technology for the blind and visually impaired, both hardware and software, to ensure that students have access to the core curriculum (e.g. Computers, text to speech software, Braille translation software, etc.)
- Model evidence based strategies that have been proven to be effective with students with vision impairment and the ability to model the following strategies: hand under hand guidance, human guide, and use of descriptive language in the classroom.
- Model and implement strategies to adapt and accommodate classroom materials for students with visual impairments.
- Have the ability to work in a wide variety of educational settings, special education classrooms, general education classrooms and the community.
- Work effectively with both students and adult learners.
- Accomplish complex tasks with minimum supervision.
- Collect and maintain accurate data
- Work as a team member; strong communication and public relations skills; collaborative; consistent.
- Exercise careful judgment in the performance of tasks and projects.
- Work well under pressure with frequent interruptions.
- Adapt materials as necessary for access to the general education curriculum.
- Convey information regarding CRP programs and services.
- Travel throughout the four counties served by Columbia Regional Program.

#### Preferred Qualifications

Associates degree or two years college in a special education or other human services field OR  
experience working with students with vision loss.



## EXHIBIT C

### Federal Terms and Conditions

The following terms apply to the Contract because federal funds under [Oregon Department of Education] will be used to pay for at least part of the project. If any term in this Exhibit C conflicts with any term in the body of the Contract, this Exhibit C will control.

1. **Remedies.** In addition to the remedies explicitly set forth in the body of the Contract, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
2. **Termination.** District may terminate the Contract for cause or for convenience as set forth in the body of the Contract.
3. **Nondiscrimination; Equal Employment Opportunity.** If the Contract involves “construction work” as defined in 41 CFR Part 60-1.3, then Contractor must:
  - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:
    - 1) Employment, upgrading, demotion, or transfer;
    - 2) Recruitment or recruitment advertising;
    - 3) Layoff or termination;
    - 4) Rates of pay or other forms of compensation; and
    - 5) Selection for training, including apprenticeship.

Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;

- b. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
- c. Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee’s essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor’s legal duty to furnish this information;
- d. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers’ representatives of Contractor’s commitments under this Section 3.d. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
- e. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
- f. Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, then Contractor may request that the United States enter into the litigation to protect the interests of the United States.

In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit C or the Contract, District may cancel, terminate, or suspend the Contract in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.

4.  **Prevailing Wages.** [CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT] If the Contract is for a prime construction contract for more than \$2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- a. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;
  - b. Paying wages at least once every week; and
  - c. Complying with the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.
  - d.  [CHECK THE BOX ONLY IF THE CONTRACT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Contract. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Contract.
5. **Overtime Pay; Safety.** If the Contract involves employment of mechanics or laborers and is for more than \$100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- a. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and
  - b. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
6. **Rights to Inventions.** If the Contract is a “funding agreement” as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.
7. **Environmental Compliance.** If the Contract is for more than \$150,000, then the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.
8. **Prohibited Contract Awards.** In accordance with 2 CFR Part 180, no contract relating to the Contract may be made with any party included on the list of government-wide exclusions in the System for Award Management.
9. **Anti-Lobbying.** If the Contract is for more than \$100,000, any contractor that applies or bids for an award relating to the Contract must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.
10. **Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
- a. If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
  - b. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
  - c. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Protection Agency guidelines.

To: Board of Directors

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

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

**Subject: Agreement with Enome, Inc (Goalbook)**

Policy: [Instructional Goal - IA](#)

Date: July 21, 2021

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

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 1: Marginalized Students**

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

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**Summary:**

This is an agreement between Reynolds School District and Enome Inc. to provide the Goalbook Toolkit Application so teachers can design learning goals and instructional plans to individualize and differentiate for diverse learners. The application empowers teachers to identify learning barriers and apply effective strategies based on research to ensure all students can access the general curriculum. Goalbook provides professional development for teachers to develop their instructional practice.

The proposed 3-year agreement runs from July 1, 2021 through June 30, 2024.

**Previous Board Action:**

Not Applicable

**Background:**

The Goalbook Toolkit application has been in use by all District Special Education certified staff since the 2018-19 school year. The proposed agreement has been reviewed and approved by the District's legal counsel.

**Financial Implications:**

The 2021-2022 Budget includes allocation of funds for the Goalbook Toolkit annual

membership and services for the 2021-2022 school year. The cost per year is \$53,698.75. The total cost of the 3-year agreement is \$161,096.25 which includes a cost savings of \$8,478.75 over the three years.

**Alternatives:**

Goalbook Toolkit is the only application that provides multiple levels of support for designing learning goals and instructional plans along with professional development. Goalbook empowers teachers to identify learning barriers and apply effective strategies based on research to ensure all students can access the general curriculum. All of the content in Goalbook Toolkit is aligned to state standards and research-based frameworks for differentiating instruction, including Universal Design for Learning.

**Staff Recommendation:**

Staff recommends that the Board authorize the District to enter into the 3-year agreement with Enome (Goalbook) for access to the Goalbook Toolkit application for 95 Special Education staff members.

**Motion:**

I move that the Board approve the agreement with Enome for access to the Goalbook Toolkit application for up to 95 staff members.



**Enome, Inc. (Goalbook)**

P.O. Box 1289

San Mateo, CA 94401

**Phone:** 1-855-207-5443

**Fax:** (650) 284-0432

**FEIN:** 45-2540420

## Invoice 10001-1615

### Reynolds School District

1204 NE 201st Ave

Fairview, OR 97024

**11 Jan 2021**

Due 30 Jun 2021 (170 days)

Qty	Unit	Description	Price	Total
1.0	Product	District Special Education Partial Department Membership - Goalbook Toolkit access for up to 95 users, including all Goalbook Services	\$56,525.00	\$56,525.00
1.0	Product	Multi-Year Partner Discount (Year 1 of 3)	-\$2,826.25	-\$2,826.25
			<b>Subtotal:</b>	\$53,698.75
			<b>Total Due:</b>	<b>\$53,698.75</b>

#### Invoice Notes

Goalbook Toolkit District Special Education Partial Department Membership - Goalbook Toolkit access for up to 95 total users in Reynolds School District, active until June 30, 2022.

Goalbook services include:

- 1 day of remote or onsite professional development led by Goalbook
- 1 mid-year remote or onsite consultation/PD for a comprehensive review and to ensure implementation goals are met
- Dedicated Goalbook Success team member to work in partnership with district and school implementation leads throughout the year
- Access to ongoing webinars available to all users and partners that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook help desk and technical support

If a Purchase Order is generated, you can email it to support@goalbookapp.com or fax to (650) 284-0432, and we will add the PO # to this invoice.

This order form is entered into and effective as of the form date set forth above by and between Enome, Inc. and the Client identified above. This order form incorporates the Goalbook Client Terms and Conditions (goalbookapp.com/c-terms) (collectively the "Agreement"). By paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, and that you have the authority to bind your organization to the Agreement.



Enome, Inc. (Goalbook)  
 PO Box 1289  
 San Mateo, CA 94401  
 goalbookapp.com

**QUOTE FORM**

	<b>Goalbook</b>	<b>Client</b>
<b>Name and Mailing Address</b>	Enome, Inc. (Goalbook) PO Box 1289 San Mateo, CA 94401	Reynolds School District 1204 NE 201 <sup>st</sup> Ave Fairview, OR 97204
<b>Individual Contact</b>	Logan Juve Janicula	Matthew Bennett
<b>Title</b>	Success Manager	Director, Special Education
<b>Phone</b>	541.556.7011	503.661.7200 x3049
<b>Email</b>	loganj@goalbookapp.com	mbennett@rsd7.net

<b>Access Information</b>	
Effective Date	July 1, 2021
Service End Date	June 30, 2024

<b>Fee Type</b>	<b>Amount</b>	<b>Due Date</b>
Goalbook Toolkit Membership and Services: 21-22 School Year (access up to 95 educators)	\$53,698.75	June 30, 2021
Goalbook Toolkit Membership and Services: 22-23 School Year (access up to 95 educators)	\$53,698.75	June 30, 2022
Goalbook Toolkit Membership and Services: 23-24 School Year (access up to 95 educators)	\$53,698.75	June 30, 2023

Fees for continued use after the Initial Term will be due 30 days after invoice delivered upon conclusion of the Initial Term or Renewal Term. Licenses are provisioned one year at a time and are extended upon receipt of purchase order or payment for the upcoming year.

This Order Form is entered into and effective as of the Effective Date set forth above by and between Enome, Inc. and the Client identified above. This Order Form incorporates the Goalbook Client Terms and Conditions ([goalbookapp.com/c-terms](http://goalbookapp.com/c-terms)) (collectively the "Agreement"). By signing below or paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, and that you have the authority to bind your organization to the Agreement.

**FOR GOALBOOK**

**FOR CLIENT**

Name:

---

Name:

---

Title:

---

Title:

---

Signature:

---

Signature:

---

Date:

---

Date:

---



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

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

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

Date: July 21, 2021

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

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

**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: July 21, 2021

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

---

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

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.

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**Adjournment**

