



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**

October 27, 2021

7:00 PM

Virtual Meeting

I.	6:00p - Executive Session	3
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.	
II.	7:00p - Call to Order	4
	A. Pledge of Allegiance	5
	B. Land Acknowledgement	6
	C. Consider Approval of the October 27, 2021 Agenda	
III.	7:10p - Board Recognition	7
	A. Student Recognition	8
	B. Volunteer/Community Partner Recognition	9
	C. Staff Recognition	10
	D. Resolution 2021-2022-007: Native American Indian Heritage Month	11
IV.	7:25p - Public Hearing: HOLLA Charter School	13
V.	7:40p - Public to be Heard	14
	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.	
VI.	7:55p - Bargaining Group Updates	15
VII.	8:05p - Presentation to the Board	
	A. Division 22 Presentation	16
	B. Budget Input Sessions / Process Presentation	53
VIII.	8:35p - Board Reports	56
	A. Board Announcements	
	i. Individual Board Members - Announcements and Reports	
	ii. Upcoming Board Meetings	
IX.	8:45p - Superintendent's Reports	57
	A. Announcements/Reports	
	B. Student and Staff Wellness: MESD Nursing Update	58
	C. Communications Report	
	D. Financial Report	66

	i.	Enrollment Report	67
X.		9:15p - Consent Agenda	73
	A.	Approval of Personnel Order	
	B.	Approval of Prior Meeting Minutes	75
	C.	Contracts	
	i.	Open School Contract Renewal	79
	ii.	EduPoint Contract Addendum	94
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	iii.	Early Intervention/Early Childhood Special Education Services - IGA with David Douglas Renewal	231
	iv.	E-Rate IGA Renewal	242
	E.	Resolutions	
	i.	Resolution 2021-2022-007 Native American Indian History Month	251
	ii.	Resolution 2021-2020-008 Authorized Signer Update	253
	F.	Grants	
	i.	FCC Emergency Connectivity Fund Grant	259
	ii.	City of Gresham Grant for Multnomah Youth Cooperative at RLA	269
XI.		9:20p - Action Items	
	A.	SRO Contract Negotiations with Multnomah County Sheriff's Office	277
	B.	OSEA Collective Bargaining Agreement: 2021-2024	279
	C.	IGA with the City of Troutdale for Security Cameras	346
	D.	RAA Group Agreement: 2021-2024	351
XII.		9:35p - Board Discussion	367
XIII.		9:45p - Adjourn	368



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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: Executive Session
Policy: [Executive Session - BDC](#)
Date: October 27, 2021

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

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

Executive Session is closed to the public.



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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: Call to Order

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

Date: October 27, 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:

- a. Call to Order
- b. Pledge of Allegiance
- c. Land Use Acknowledgement
- d. Approval of the October 27,2021 Agenda

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

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

Land Acknowledgement:

We will open tonight’s meeting by acknowledging the traditional Indigenous inhabitants of this land. The purpose of these statements is to show respect for indigenous peoples and recognize their enduring relationship to the land. Practicing acknowledgment can also raise awareness about histories that are often suppressed or forgotten.

Motion:

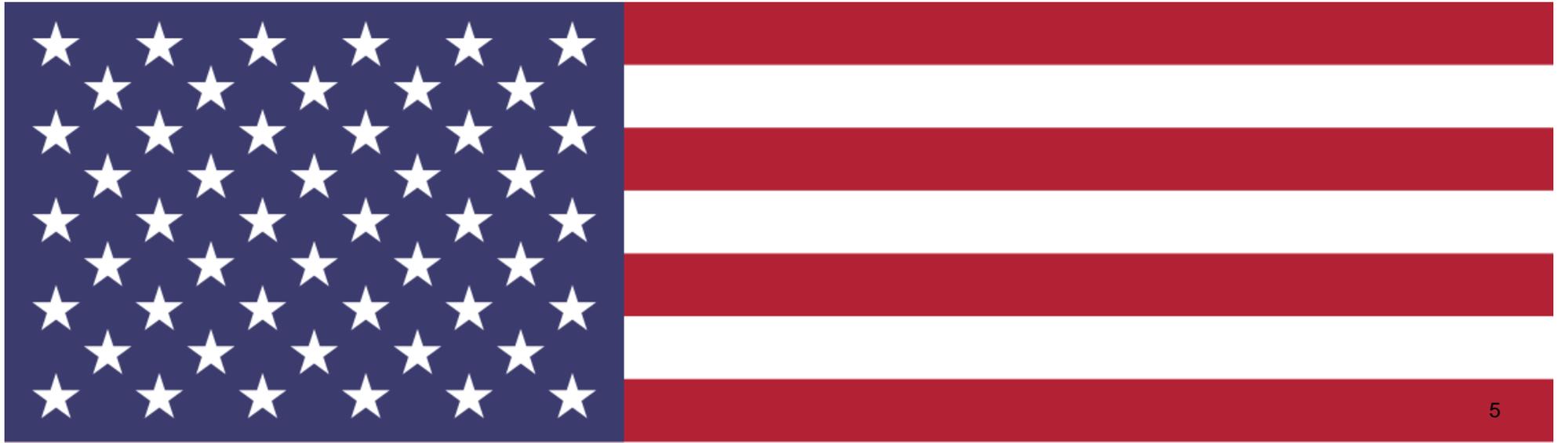
A. Motion Made by Board Member:

I move to approve the October 27, 2021 Agenda as presented.

B. Seconded by Another Board Member 4

C. Point of Clarification / Discussion

D. Board Vote



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.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

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

Subject: Board Recognition

Policy: [Community Relations - KAA](#)

Date: October 27, 2021

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

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

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

Summary:

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

- Student Recognition: Jeff Cervantes Mendoza and Daisy Galeana
- Community Partner/Volunteer Recognition: Amazon PNW Transportation Center
- Staff Recognition: Cheryl Rickerd

Resolution 2021-2022-007 Native American Indian Heritage Month



Reynolds School Board
STUDENT RECOGNITION

October 2021

**Jeff Cervantes Mendoza &
Daisy Galeana Cortes**





Reynolds School Board
COMMUNITY PARTNER OF THE MONTH
October 2021

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Amazon PNW
Transportation Center





Reynolds School Board
STAFF RECOGNITION

October 2021

10

Cheryl Rickerd





RESOLUTION #2021-2022-007

**RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL NATIVE AMERICAN INDIAN HERITAGE
MONTH IN THE REYNOLDS SCHOOL DISTRICT**

WHEREAS, Native American Indians are descendants of the original, indigenous inhabitants of what is now the United States;

WHEREAS, Multnomah County encompasses the traditional ancestral homelands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz, and Kathlamet tribes. Since time immemorial, these tribes established their communities in a resource rich area where they traded and fished along the rivers and harvested those natural resources that fed their families and sustained their communities. We honor the forced sacrifices of these tribes and Indigenous people;

WHEREAS, in the 1950s, under Federal Relocation Policy, a large segment of the Native population in the United States of America was forced to relocate to several major cities of which Portland was one. This has added to the diversity of tribal representation in the region;

WHEREAS, Native American Indians, people whose history is rich with those who positively influence and enrich our nation, our society, our region, our state, and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life;

WHEREAS, on August 3, 1990, President of the United States George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month;

WHEREAS, Native American Indians have made profound contributions and continue to make advances in education, medicine, art, culture, and public service and have been a consistent and vital influence in our nation's growth and prosperity;

WHEREAS, Multnomah County's Native American Indian Community is diverse and growing with the population estimated to be nearly 70,000;

WHEREAS, understanding Native American Indian history and contemporary life is an important part of celebrating Native American Heritage Month;

WHEREAS, Reynolds School District has a core belief in Equity that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable achievement gap for students of color and to give each student the opportunity and support to meet his or her highest potential;

WHEREAS, closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent and all district staff;

WHEREAS, The Reynolds School District Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community;

NOW, THEREFORE, BE IT RESOLVED The Reynolds School District Board of Education hereby promotes November 1st through November 30th, 2021 as Native American Indian Heritage Month and encourages staff, students, and community members to observe, recognize, and celebrate the culture, heritage, and economic contributions of Native Americans to Oregon and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

BE IT FURTHER RESOLVED, The Superintendent or her designee shall work with all schools in the district to recognize Native American Indian Heritage Month through culturally relevant lessons and activities and increased visibility of our Native American community within our school communities.

Adopted this 27th day of October 2021.

Signed:

Chair, Reynolds School District Board of Directors

Attest:

Superintendent/Clerk

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Public Hearing: Charter School Proposal

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

Date: October 27, 2021

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

This is the time set for the Public Hearing on HOLLA’s request for a Charter School Agreement. The hearing will begin with a brief presentation from HOLLA regarding its current educational program, curriculum, philosophy, and service model. The Board will then hear from members of the public who would like to speak on the HOLLA proposal.

- LaMarkus Causey
- Bahia Overton
- Imani Muhammad
- Antonio Servin-Gonzalez
- Jibri Willis
- Terry Johnson



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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: Public to be Heard

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

Date: October 27, 2021

Action	<input type="checkbox"/>
Report	<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 providing spoken comment will be moved from attendee to panelists during the Public Comment portion of the agenda. **Each speaker will have three minutes.**

Comments Submitted:

- Constitutional Law – Desmond Bellard
- Student Support – Lydia Schmidt
- No Topic Stated – Reyna Reyes Luna
- Staff Retention – Jaimie Huck
- SROS – Joe Teeny

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: October 27, 2021

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

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



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To: Board of Directors
From: Dr. Koreen Barreras-Brown, Chief Academic Officer
Prepared by: Rachel Aazzerah, Director of Assessment and System Improvement
Debbie Nicolai, Director of Curriculum, Instruction & Innovation

Subject: Assurances of Division 22 Compliance, 2020-21

Policy: [Public Records - KBA](#)

Date: October 27, 2021

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

As required by OAR 581-022-2305, all Oregon School Districts must report to their respective communities annually as to the status of the district’s compliance to Division 22 Standards. Districts must report to their local communities and local Board of Directors areas of compliance and plans in place for areas of non-compliance.

On September 17, 2020, the State Board of Education adopted OAR 581-022-0104: State Standards for the 2020-21 School Year. While the vast majority of Division 22 OARs remained in effect for the 2020-21 school year, subsections of multiple rules were waived and/or modified. These include instructional time, personalized learning requirements for the diploma and modified diploma, vision and hearing screening requirements, and weekly minimums for PE minutes. Finally, the rule created one new standard wherein school districts and public charter schools must comply with the Ready Schools, Safe Learners Guidance. Full details about the changes can be found in the text of OAR 581-022-0104: State Standards for the 2020-21 School Year.

Additionally, school districts must place this information on their website by November 1, 2021. For the school year 2020-21, Reynolds School District was in compliance for all but one Division 22 Standard. Reynolds School District, along with the majority of Oregon Public and Charter Schools, did not administer the Oregon Statewide Assessment System (OSAS) to all students.

Previous Board Action:

The Reynolds School Board reviewed, discussed, and voted to adopt the RSD State Assessment Resolution 2020-21-029 at the April 28, 2021 School Board Business Meeting. The final resolution states “the Reynolds School District Governing Board directs Reynolds School District to administer the 2020-2021 Oregon State Assessment System: English Language Arts, Mathematics, or other state-mandated tests only to those students who request it, and/or to any students whose parent/guardian requests it.”

Background:

The Reynolds School District was in compliance with Division 22 Standards during the 2019-20 school year.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

Reynolds School District

Report on Compliance with Public School Standards

2020-21 School Year

By November 1 of each year, school district superintendents are required by [OAR 581-022-2305: District Assurances of Compliance with Public School Standards](#) to report to their community on the district's status with respect to all of the Standards for Public Elementary and Secondary Schools. The Standards are adopted by the State Board of Education and set out in Oregon Administrative Rules Chapter 581, Division 22.

The table below contains a summary of **Reynolds** School District's compliance with each of the requirements of Oregon's administrative rules found in [DIVISION 22 - STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY SCHOOLS](#) during the 2020-21 school year. For each rule reported as out of compliance, **Reynolds** School District has provided an explanation of why the school district was out of compliance and the school district's proposed corrective action plan to come into compliance. The corrective action must be approved by ODE and completed by the district by the beginning of the 2022-23 school year.

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Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-0104(5) Ready Schools, Safe Learners Guidance	In compliance	The district has met all of the requirements for this rule.	
581-022-2000 Diploma Requirements	In compliance	The district has met all of the requirements for this rule.	
581-022-2005 Veterans Diploma	In compliance	The district has met all of the requirements for this rule.	

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2010 Modified Diploma	In compliance	The district has met all of the requirements for this rule.	
581-022-2015 Extended Diploma	In compliance	The district has met all of the requirements for this rule.	
581-022-2020 Alternative Certificate	In compliance	The district has met all of the requirements for this rule.	
581-022-2025 Credit Options	In compliance	The district has met all of the requirements for this rule.	
581-022-2030 District Curriculum	In compliance	The district has met all of the requirements for this rule.	
581-022-2045- Prevention Education in Drugs and Alcohol	In compliance	The district has met all of the requirements for this rule.	
581-022-2050 Human Sexuality Education	In compliance	The district has met all of the requirements for this rule.	
581-022-2055 Career Education	In compliance	The district has met all of the requirements for this rule.	
581-022-2060 Comprehensive School Counseling	In compliance	The district has met all of the requirements for this rule.	

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2100 Administration of State Assessments	<p align="center">Out of compliance</p>	<p>The Reynolds School Board reviewed, discussed, and voted to adopt the RSD state assessment resolution 2020-21-029 at the April 28, 2021 school board business meeting. The final resolution states “the Reynolds School District Governing Board directs Reynolds School District to administer the 2020-2021 Oregon State Assessment System: English Language Arts, Mathematics, or other state-mandated tests only to those students who request it, and/or to any students whose parent/guardian requests it.”</p> <p>This means that students and parents were given the choice to participate in the Oregon State Assessments of English Language Arts (ELA), Math, and Science in 2020-21. The tests will be available “on-site” at your child’s school and will take approximately one hour for each content area. During any testing opportunity offered, we will make every effort to safeguard the health of all involved.</p>	<p>Proposed Corrective Action: During the 2021-2022 school year, Reynolds School District has developed a comprehensive Assessment Guidance Document and Calendar that notifies all certified staff and administrators the testing window for the Oregon Statewide Assessment System: English Language Arts, Mathematics, or other state-mandated tests. The Director of Assessment and System Improvement and the District Test Coordinator have developed a training plan to make sure that all School Test Coordinators (STCs) and Test Administrators (TAs) will be trained appropriately using the Oregon Department of Education (ODE) Test Administration manuals and modules. Each STC is being required submit a test calendar to both the Director of Assessment and the District Test Coordinator at least two weeks before they start testing, in order to know when each grade level is being assessed, as well as which assessment is being administered.</p>

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Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2110 Exception of Students with Disabilities from State Assessments	In compliance	The district has met all of the requirements for this rule.	
581-022-2115 Assessment of Essential Skills	Waived for 2020-21 school year	Not applicable	Not applicable
581-022-2120 Essential Skill Assessments for English Language Learners	In compliance	The district has met all of the requirements for this rule.	
581-022-2130 Kindergarten Assessment	Waived for 2020-21 and 2021-22 school years	Not applicable	Not applicable
581-022-2205 Policies on Reporting of Child Abuse	In compliance	The district has met all of the requirements for this rule.	
81-022-2210 Anabolic Steroids and Performance Enhancing Substances	In compliance	The district has met all of the requirements for this rule.	
581-022-2215 Safety of School Sports – Concussions	In compliance	The district has met all of the requirements for this rule.	
581-022-2220 Health Services	In compliance	The district has met all of the requirements for this rule.	

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2223 Healthy and Safe Schools Plan	In compliance	The district has met all of the requirements for this rule.	
581-022-2225 Emergency Plans and Safety Programs	In compliance	The district has met all of the requirements for this rule.	
581-022-2230 Asbestos Management Plans	In compliance	The district has met all of the requirements for this rule.	
581-022-2250 District Improvement Plan	In compliance	The district has met all of the requirements for this rule.	
581-022-2255 School and District Performance Report Criteria	In compliance	The district has met all of the requirements for this rule.	
581-022-2260- Records and Reports	In compliance	The district has met all of the requirements for this rule.	
581-022-2263 Physical Education Requirements	In compliance	The district has met all of the requirements for this rule.	
581-022-2265 Report on PE Data	In compliance	The district has met all of the requirements for this rule.	
581-022-2267 Annual Report on Restraint and Seclusion	In compliance	The district has met all of the requirements for this rule.	

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2270 Individual Student Assessment, Recordkeeping and Reporting	In compliance	The district has met all of the requirements for this rule.	
581-022-2300 Standardization	In compliance	The district has met all of the requirements for this rule.	
581-022-2305 District Assurances of Compliance with Public School Standards	In compliance	The district has met all of the requirements for this rule.	
581-022-2310 Equal Education Opportunities	In compliance	The district has met all of the requirements for this rule.	
581-022-2312 Every Student Belongs	In compliance	The district has met all of the requirements for this rule.	
581-022-2315 Special Education for Children with Disabilities	In compliance	The district has met all of the requirements for this rule.	
581-022-2320 Required Instructional Time	In compliance	The district has met all of the requirements for this rule.	
581-022-2325 Identification of Academically Talented and Intellectually Gifted Students	Waived for 2020-21 school year	Not applicable	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2330 Rights of Parents of TAG Students	In compliance	The district has met all of the requirements for this rule.	
581-022-2335 Daily Class Size	In compliance	The district has met all of the requirements for this rule.	
581-022-2340 Media Programs	In compliance	The district has met all of the requirements for this rule.	
581-022-2345 Auxiliary Services	In compliance	The district has met all of the requirements for this rule.	
581-022-2350 Independent Adoptions of Instructional Materials	In compliance	The district has met all of the requirements for this rule.	
581-022-2355 Instructional Materials Adoption	In compliance	The district has met all of the requirements for this rule.	
581-022-2360 Postponement of Purchase of State-Adopted Instructional Materials	In compliance	The district has met all of the requirements for this rule.	
581-022-2370 Complaint Procedures	In compliance	The district has met all of the requirements for this rule.	
581-022-2400 Personnel	In compliance	The district has met all of the requirements for this rule.	

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2405 Personnel Policies	In compliance	The district has met all of the requirements for this rule.	
581-022-2410 Teacher and Administrator Evaluation and Support	In compliance	The district has met all of the requirements for this rule.	
581-022-2415 Core Teaching Standards	In compliance	The district has met all of the requirements for this rule.	
581-022-2420 Educational Leadership - Administrator Standards	In compliance	The district has met all of the requirements for this rule.	
581-022-2430 Fingerprinting of Subject Individuals in Positions Not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses	In compliance	The district has met all of the requirements for this rule.	
581-022-2440 Teacher Training Related to Dyslexia	In compliance	The district has met all of the requirements for this rule.	
581-022-2445 Universal Screenings for Risk Factors of Dyslexia	In compliance	The district has met all of the requirements for this rule.	
581-022-2500 Programs and Services for TAG Students	In compliance	The district has met all of the requirements for this rule.	

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2505 Alternative Education Programs	In compliance	The district has met all of the requirements for this rule.	
581-022-2510 Suicide Prevention Plan	In compliance	The district has met all of the requirements for this rule.	

DIVISION 22 STANDARDS/EVIDENCE

Internal Tracking Sheet for Reynolds School District 2020-2021 School Year Compliance

Rule Number & Title New Rules are highlighted	Summary <i>Modifications and waivers for 2020-21 are in italics</i>	Evidence that supports meeting requirements of the rule (policy, program, systems/process, etc.)	Notes	Compliance Status (Y/N)
581-022-0102 Definitions	All definitions as they pertain to D22	n/a		n/a
581-022-0104(5) Ready Schools, Safe Learners Guidance *Ortiz, Bauer	School districts and public charter schools must comply with the Ready Schools, Safe Learners Guidance issued by the Oregon Department of Education. OAR 581-022-0104 also includes all rule modifications and waivers for the 2020-21 school year.	https://www.reynolds.k12.or.us/schools/reopening-operational-blueprints		Yes
581-022-2000 Diploma Requirements *Bakley, Ferguson, Anderson	<i>School districts and public charter schools must comply with all requirements set out in OAR 581-022-2000 except sections (7), (8), (9), (10), and (11).</i> All requirements for standard diploma.	School Profile with Graduation Requirements https://www.reynolds.k12.or.us/rhs/school-profile Course Description Catalog with Graduation Requirements course_catalog_2020-21_final.pdf reynolds.k12.or.us Reynolds Board Policies-Graduation Requirements https://policy.osba.org/reynolds/IKF%20D1.PDF		Yes 27
581-022-2005 Veterans Diploma *Bakley, Ferguson	Basic information regarding the requirement to offer Veterans Diploma.	Reynolds Board Policies-Graduation Requirements https://policy.osba.org/reynolds/IKF%20D1.PDF		Yes
581-022-2010 Modified Diploma	<i>School districts and public charter schools must comply with all requirements set out in OAR 581-022-2010 except sections (9) and (12).</i>	Reynolds Board Policies-Graduation Requirements https://policy.osba.org/reynolds/IKF%20D1.PDF		Yes

*Bakley, Ferguson, Miller	All requirements for the Modified Diploma.	Course Description Catalog with Graduation Requirements course_catalog_2020-21_final.pdf (reynolds.k12.or.us)		
581-022-2015 Extended Diploma *Bakley, Ferguson, Miller	All requirements for the Extended Diploma.	Reynolds Board Policies-Graduation Requirements https://policy.osba.org/reynolds/I/IKF%20D1.PDF		Yes
581-022-2020 Alternative Certificate *Bakley, Ferguson, Miller	All requirements for the Alternative Certificate.	Reynolds Board Policies-Graduation Requirements https://policy.osba.org/reynolds/I/IKF%20D1.PDF		Yes
581-022-2025 Credit Options *Bakley, Ferguson	Elective or content credit may be earned based on mastery of recognized standards, competencies and skills.	Reynolds Board Policies-Graduation Requirements https://policy.osba.org/reynolds/I/IKF%20D1.PDF		Yes 28
581-022-2030 District Curriculum *Nicolai	Outlines all required components of a district's planned K–12 instructional program.	K-12 Instructional Program 2021		Yes
581-022-2045- Prevention Education in Drugs and Alcohol *Ortiz, Bauer	Emphasizes prevention strategies, availability of school/community resources, management of peer pressure, responsible decision-making, positive health choices. Includes staff training re: referral procedures and staff responsibilities.	https://policy.osba.org/reynolds/J/JFCG%20D1.PDF https://policy.osba.org/reynolds/J/JFCG%20R%20G1.PDF https://policy.osba.org/reynolds/J/JFCH%20G1.PDF https://policy.osba.org/reynolds/I/IGAEB%20G1.PDF		Yes
581-022-2050 Human Sexuality Education *Nicolai	Districts must plan for and implement K-12 comprehensive sexuality education program that meets the Health Education Standards, including	Health and Social Emotional: Great Body Shop <i>School Board adopted, district-wide, grades K-8, instructional materials for</i>		Yes

	providing instruction on child abuse prevention, healthy relationships, and healthy sexuality.	<p><i>Health.</i> https://www.thegreatbodyshop.net</p> <p>9-12: Savvas Health <i>School Board adopted, district-wide, grades 9-12, instructional materials for Health</i> https://www.savvas.com/index.cfm?locator=PS2y65</p> <p>6-12 Multnomah County ACT partnership</p>		
<p>581-022-2055 Career Education</p> <p>*Ortiz, Bauer, Barreras-Brown</p>	K-12 Career Education as part of Comprehensive School Counseling.	Comprehensive School Counseling Framework		Yes
<p>581-022-2060 Comprehensive School Counseling</p> <p>*Ortiz, Bauer</p>	<p>Comprehensive plan to meet academic, career, social-emotional and community involvement development of every student.</p> <p>Plan/Profile for all students in grades 7-12, that builds upon itself year to year.</p> <p>Annual Review of District Plan required.</p>	Comprehensive School Counseling Framework		Yes 29
<p>581-022-2100 Administration of State Assessments</p> <p>*Aazzerah</p>	Definitions and policies related to Test Administration.		<p>Title of Division 22 Standard: (13) Individual student assessment and reporting.</p> <p><i>Explanation:</i> The Reynolds School Board reviewed, discussed, and voted to adopt the RSD state assessment resolution 2020-21-029 at the April 28, 2021 school board business meeting. The final resolution states “the</p>	No

			<p>Reynolds School District Governing Board directs Reynolds School District to administer the 2020-2021 Oregon State Assessment System: English Language Arts, Mathematics, or other state-mandated tests only to those students who request it, and/or to any students whose parent/guardian requests it.”</p> <p>This means that students and parents were given the choice to participate in the Oregon State Assessments of English Language Arts (ELA), Math, and Science in 2020-21. The tests will be available “on-site” at your child’s school and will take approximately one hour for each content area. During any testing opportunity offered, we will make every effort to safeguard the health of all involved.</p> <p>Proposed Corrective Action: During the 2021-2022 school year, Reynolds School District has developed a comprehensive Assessment Guidance Document and Calendar that notifies all certified staff and administrators the testing window for the Oregon Statewide Assessment System: English Language Arts, Mathematics, or other state-mandated tests. The Director of Assessment and System Improvement and the District Test Coordinator have developed a training plan to make sure that all School Test Coordinators</p>	
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			(STCs) and Test Administrators (TAs) will be trained appropriately using the Oregon Department of Education (ODE) Test Administration manuals and modules. Each STC is being required submit a test calendar to both the Director of Assessment and the District Test Coordinator at least two weeks before they start testing, in order to know when each grade level is being assessed, as well as which assessment is being administered.	
581-022-2110 Exception of Students with Disabilities from State Assessments *Aazzerah, Miller	<p>Applies to students with disabilities with an IEP or a Section 504 plan.</p> <p>States that a public entity cannot exempt a student from state testing, unless the parent has made a request for exemption.</p>	<p>On the Reynolds School District Assessment webpage, parent exemption guidelines for state testing are posted. Under OAR 581-022-1910, "a school may excuse students from a state required program or learning activity, where necessary, to accommodate students' disabilities or religious beliefs." The application process is also included on the website, as well as states that the exemption form is submitted to the school principal.</p>		<p>Yes</p> <p>31</p>
581-022-2115 Assessment of Essential Skills *Aazzerah	<p><i>The Essential Skills graduation requirement and local performance assessment requirement for grades 3 - 8 and high school set out in OAR 581-022-2115 are waived.</i></p> <p>Policies governing the Assessment of Essential Skills, including diploma requirements and local performance assessments.</p> <p>One worksample per grade must be provided to students in grades 3-8 and one offered in high school, using</p>	<p>Waived 2020-2021</p>		<p>N/A</p>

	<p>Official State Scoring Guides, in the following areas: writing, speaking, math problem-solving, and scientific inquiry; or, comparable measure adopted by the district.</p> <p>Also defines Assessment of Essential Skills Review Panel (AESRP) policies/practices.</p>			
<p>581-022-2120 Essential Skill Assessments for English Language Learners</p> <p>*Hernandez, Aazzerah</p>	<p>Districts must determine policy whether to allow students to demonstrate proficiency in the student's native language.</p>	Waived 2020-2021		N/A
<p>581-022-2130 Kindergarten Assessment</p> <p>*Aazzerah</p>	<p><i>Waived for 2020-21 and 2021-22.</i></p> <p>KA measures school readiness, which may include the following: physical and social-emotional development, early literacy, language, cognitive, logic and reasoning.</p>	Waived 2020-2021		N/A
<p>581-022-2205 Policies on Reporting of Child Abuse</p> <p>*Ortiz, Bauer</p>	<p>School Boards must adopt policies on Child Abuse Reporting. Outlines all requirements that the policy must include.</p>	<p>https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=child+abuse</p> <p>https://policy.osba.org/reynolds/J/JHFE%20R%201%20D1.PDF</p> <p>https://policy.osba.org/reynolds/J/JHFE%20R%202%20G1.PDF</p>		Yes
<p>81-022-2210 Anabolic Steroids and Performance Enhancing Substances</p> <p>*Ortiz, Bauer</p>	<p>Includes training requirements for coaches and athletic directors and utilization of evidence-based programs, e.g. ATLAS and ATHENA.</p>	<p>https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=anabolic+steroids</p>		Yes

<p>581-022-2215 Safety of School Sports – Concussions</p> <p>*Ortiz, Bauer</p>	<p>Definitions and policies for athletic participation, including training requirements.</p>	<p>https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=concussion</p>		<p>Yes</p>
<p>581-022-2220 Health Services</p> <p>*Ortiz, Bauer</p>	<p><i>School districts and public charter schools must comply with all requirements set out in OAR 581-022-2220 except section (1)(f).</i></p> <p>Policies/practices that govern district health, including: school nurses services, prevention of communicable disease, availability of health rooms/space, vision and hearing screenings, health records, staff CPR training requirements, medically fragile student services, medication administration, and medical emergency response for each building.</p>	<p>https://policy.osba.org/reynolds/J/JH C%20G1.PDF</p> <p>https://policy.osba.org/reynolds/J/JH CC%20D1.PDF</p> <p>https://policy.osba.org/reynolds/J/JH CC%20R%20D1.PDF</p> <p>https://policy.osba.org/reynolds/J/JH CCA%20G1.PDF</p> <p>https://policy.osba.org/reynolds/J/JH CD JHCDA%20G1.PDF</p> <p>https://policy.osba.org/reynolds/J/JH CD JHCDA%20R%20D1.PDF</p>		<p>Yes</p> <p>33</p>
<p>581-022-2223 Healthy and Safe Schools Plan</p> <p>*Ortiz, Bauer</p>	<p>Definitions, HASS Plan requirements, final plan due by 7/1/19.</p> <p>Building lead levels checked every 6 years, testing requirements defined.</p>	<p>https://www.reynolds.k12.or.us/district/school-health-and-safety</p> <p>https://www.reynolds.k12.or.us/schools/reopening-operational-blueprints</p> <p> Lead Testing - Glenfair Elementary 12-2-19</p> <p>https://www.reynolds.k12.or.us/district/lead-testing-drinking-water</p>		<p>Yes</p>
<p>581-022-2225 Emergency Plans and Safety Programs</p> <p>*Ortiz, Bauer</p>	<p>Regulations for establishing and updating HASS Plans, annual statements/final test results re: lead in water tested as per ODE schedule set forth in HASS plan.</p>	<p> Healthy and Safe Schools Plan 2019</p> <p>https://www.reynolds.k12.or.us/district/lead-testing-drinking-water</p>		<p>Yes</p>

<p>581-022-2230 Asbestos Management Plans</p> <p>*Ortiz, Bauer</p>	<p>Asbestos Management Plan requirements.</p> <p>Training requirement for custodial and maintenance staff- OSHA.</p>	<p>https://www.reynolds.k12.or.us/district/school-health-and-safety</p> <p> Asbestos Analysis - Alder Elementary 2-27-19</p> <p> Asbestos Analysis - Alder Elementary 2-28-19</p>		<p>Yes</p>
<p>581-022-2250 District Improvement Plan</p> <p>*Barreras-Brown, Hahn-Huston, Charles</p>	<p>Definitions and guidelines for requirements for district CIP.</p> <p>Must be done once every 3 years, unless there are substantial changes, which are defined in the Standard.</p> <p>Community input and evaluation of the plan are critical components.</p>	<p>https://www.reynolds.k12.or.us/district/strategic-plan</p> <p>https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/page/32911/2021-2026_reynolds_school_district_strategic_plan_final21.pdf</p> <p>IM - Evaluation of Instructional Programs</p> <p>https://www.reynolds.k12.or.us/district/school-improvement-plans</p>		<p>Yes</p> <p>34</p>
<p>581-022-2255 School and District Performance Report Criteria</p> <p>*Aazzerah, Field</p>	<p>Definitions and required components of state, district and school report cards, based on identified performance standards.</p> <p>State Superintendent must make available to the public and media by 12/15.</p> <p>School districts must make a copy of the state provided district and school to parent(s) or guardian(s) by 1/15. They may be mailed, sent electronically, or posted on the school or district website.</p>	<p>https://www.reynolds.k12.or.us/district/student-achievement (website)</p>		<p>Yes</p>

<p>581-022-2260- Records and Reports</p> <p>*Ortiz, Pitts</p>	<p>Requirements for filing state records and reports; maintaining student records and policy for Student Activity Funds.</p>	<p>Education Records/Records of Students with Disabilities https://policy.osba.org/reynolds/J/JO_IGBAB%20G1.PDF Student Activity funds- https://policy.osba.org/reynolds/I/IGDG%20D1.PDF</p>		<p>Yes</p>
<p>581-022-2263 Physical Education Requirements</p> <p>*Aazzerah</p>	<p><i>School districts and public charter schools must comply with the requirement in OAR 581-022-2263(2)(a) to ensure that each public school student in kindergarten through grade eight will receive physical education throughout the entire school year. All other requirements in OAR 581-022-2263 are waived for the 2020-21 school year.</i></p> <p>Grade level time requirements for PE instruction, includes addition of time for grades K-8 (this will apply in the 2021-22 school year).</p>	<p>RSD submitted all required data on the amount of PE minutes provided to students per week, the capacity of schools to provide those minutes, and additional facilities required by schools to provide those minutes per ORS.329.498</p>		<p>Yes</p> <p>35</p>
<p>581-022-2265 Report on PE Data</p> <p>*Aazzerah</p>	<p>Provide data to ODE annually on PE minutes, physical capacity and facilities.</p>	<p>RSD submitted all required data on the amount of PE minutes provided to students per week, the capacity of schools to provide those minutes, and additional facilities required by schools to provide those minutes per ORS.329.498</p>		<p>Yes</p>
<p>581-022-2267 Annual Report on Restraint and Seclusion</p> <p>*Ortiz, Pitts</p>	<p>Definitions and guidance on requirements for annual report completed via the ODE Restraint and Seclusion Incidents Data Collection and the ODE Seclusion Rooms Data Collection.</p>	<p>RSD submitted all required data via the ODE Restraint and Seclusion Incidents Data Collection and ODE Seclusion Rooms Data Collection.</p> <p>https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0&_charset_=windows-1252&bcd=%F7&s=reynolds&query=restraint+seclusion</p>		<p>Yes</p>

		https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=restraint+seclusion		
581-022-2270 Individual Student Assessment, Recordkeeping and Reporting *Aazzerah, Pitts, Bakley, Ferguson	Includes requirements for proficiency-based instruction and assessment, grading systems, and annual reports on student progress.	Education Records https://policy.osba.org/reynolds/J/JO/IGBAB%20G1.PDF Academic Achievement https://policy.osba.org/reynolds/I/IK%20D1.PDF		Yes
581-022-2300 Standardization *Pitts, Barreras-Brown, Aazzerah	Outlines methods of verifying compliance with Division 22 standards.	By November 1 of each year, school district superintendents are required by OAR 581-022-2305: Operating Policies and Procedures to report to their school board the district's standing with respect to all of the Standards for Public Elementary and Secondary Schools as set out in Oregon Administrative Rules Chapter 581, Division 22. For the 2019-20 school year, the State Board of Education adopted OAR 581-022-0103: State Standards for the 2019-20 School Year . This rule established a streamlined set of Division 22 standards in effect for the 2020-21 school year, accommodating for the shift to emergency distance learning in response to the COVID-19 pandemic. For the 2020-21 school year, school districts are required to report on the Division 22 standards included in OAR 581-022-0103; any standard not included in this rule is waived for the 2020-2021 school year. (Reynolds School District		Yes

		Division 22 Standards)		
581-022-2305 District Assurances of Compliance with Public School Standards *Barreras-Brown, Aazzerah, Pitts	Requirements for annual Division 22 Standards assurances process. Recent revisions to this rule shift the timeline for assurances to November; must use ODE provided form for report to community, post report on district website and provide ODE with link to precise location.	(Reynolds School District Division 22 Standards)		Yes
581-022-2310 Equal Education Opportunities *Barreras-Brown	Policies regarding Equal Opportunity and prohibition of harassment, intimidation, bullying, and cyberbullying.	JB GBN/JBA GBN/JBA-AR GBNA GBNA-AR GBNAA/JFCFA		Yes
581-022-2312 Every Student Belongs *Ortiz, Bauer	Requires adoption of a policy that (among other things) prohibits the use or display of hate symbols and establishes procedures for addressing bias incidents.	https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=581-022-2312		Yes 37
581-022-2315 Special Education for Children with Disabilities *Miller	Mandates a district provide an educational program to serve eligible students with disabilities in accordance with all applicable OARs.	https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=581-022-2315		Yes
581-022-2320 Required Instructional Time *Nicolai	<i>During the 2020-21 school year, districts were allowed to include in the calculation of required instructional time up to an additional 60 hours for staff professional development and up to an additional 60 hours for parent teacher communication to facilitate student learning, including parent teacher conferences, training, and support for distance learning. This allowance is in addition to the 30 hours allowed under OAR 581-022-</i>	Instructional Minutes Framework for CDL Same Framework used for Hybrid https://rsd7mail.sharepoint.com/:w:/s/DLFAteam/EVZhvdhW1q1AsBlxiSpTqlyBzNsp9q0LJsK2KYPV3yrnkq?e=eacuGD		Yes

	<p>2320(6)(d) and (e), respectively.</p> <p>Requirements for instructional time in grades K-12: Grade 12 — 966 hours; Grades 9–11 — 990 hours; and Grades K–8 — 900 hours.</p>			
<p>581-022-2325 Identification of Academically Talented and Intellectually Gifted Students</p> <p>*Ortiz, Bauer</p>	<p><i>The identification of talented and gifted students as required in OAR 581-022-2325 is waived.</i></p> <p>Guidelines for TAG identification.</p>	Waived 2020-2021		N/A
<p>581-022-2330 Rights of Parents of TAG Students</p> <p>*Ortiz, Bauer</p>	<p>Parent right to notification at time of identification regarding services and programs offered, opportunity to provide input on their child’s plan.</p> <p>Parents may opt their student out at any time.</p>	<p>https://policy.osba.org/reynolds/I/IGBA_IGBBD%20D1.PDF</p>		Yes
<p>581-022-2335 Daily Class Size</p> <p>*Ortiz, Pitts, Bauer</p>	<p>Must maintain class sizes that promote effective practices consistent with expected outcomes.</p>	<p>https://www.reynolds.k12.or.us/district/district-and-school-ratings</p>		Yes
<p>581-022-2340 Media Programs</p> <p>*Greenhalgh</p>	<p>Provides guidelines for a cohesive K-12 media program, including expectations around facilities and materials, staffing, program development, instructional goals, and program maintenance.</p> <p>In regards to staffing, at minimum, a district must employ a classified employee to oversee and maintain the media program. If a certificated media specialist is not employed by the district, the district should consult with Jennifer Maurer, the School Library Consultant at the State Library of</p>	<p>RSD use the state adopted library standards.</p> <p>K-5 media specialist who coordinated the program for elementary schools. Each 6-12 school had their own media specialist except for Reynolds Learning Academy (RLA).</p>		Yes

	Oregon, and either the local ESD, or a local public librarian to assist with program development, implementation, and maintenance.			
581-022-2345 Auxiliary Services *Ortiz, Bauer	Compliance with statute and rules regarding transportation, food, custodial, facilities, equipment and materials services.	Transportation: https://policy.osba.org/reynolds/E/EEA%20G1.PDF https://policy.osba.org/reynolds/E/EEAB%20D2.PDF https://policy.osba.org/reynolds/E/EEAC%20G1.PDF https://policy.osba.org/reynolds/E/EEACA%20G1.PDF Nutrition Services: https://policy.osba.org/reynolds/E/EEA%20D1.PDF https://policy.osba.org/reynolds/E/EEA%20R%20D1.PDF https://policy.osba.org/reynolds/E/EEAA%20G1.PDF https://policy.osba.org/reynolds/E/EEAA%20R%20G1.PDF Custodial/Facilities https://policy.osba.org/reynolds/F/FA%20D1.PDF		Yes
581-022-2350 Independent Adoptions of Instructional Materials *Nicolai	<i>Districts that use digital content as core curriculum for a course of study or any part thereof must complete an independent adoption of the digital instructional materials. If districts did not do this process in the 2020-21 school year, they will need to indicate this in their Division 22 reporting in November 2021, and complete the process to resolve this non-compliance. Districts must provide their local school board with the information in sections 1 through 7 of OAR 581-022-2350 to inform the local school board's review and</i>	N/A	All current School Board adopted curriculum is from the approved State adoption lists. Each publisher provided digital access to staff resources and student materials during CDL. For instructional materials that were not available from the publisher in a digital format, materials were digitally uploaded into our Learning Management Systems – Schoology and SeeSaw by teachers and accessed by students as PDFs or DOCs.	N/A

	<p><i>independent adoption of instructional materials.</i></p> <p>Requirements for conducting an independent adoption of instructional materials.</p>			
<p>581-022-2355 Instructional Materials Adoption</p> <p>*Nicolai</p>	<p>Districts must follow the adoption cycle established by the State Board of Education and provide free and appropriate instructional materials that meet the NIMAS guidelines.</p>	<p>At the May 2021 School Board Business Meeting, the Directors approved the adoption of World Language instructional materials by Wayside Publishing – a State approved publisher.</p> <p>https://www.reynolds.k12.or.us/schoolboard/board-meeting-information</p>		Yes
<p>581-022-2360 Postponement of Purchase of State-Adopted Instructional Materials</p> <p>*Nicolai</p>	<p>Postponement of instructional materials adoption, based on the state adoption cycle, requires an application to the State.</p>	N/A		N/A
<p>581-022-2370 Complaint Procedures</p> <p>*Field</p>	<p>Each district must have a written complaint policy, describing the process.</p>	<p>https://www.reynolds.k12.or.us/district/public-complaints-procedure</p> <p>https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/page/14931/kl_public_complaints.pdf</p> <p>https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/page/14931/kl_ar_public_complaint_procedure.pdf</p> <p>https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/page/14931/kl_public_complaintsspanish.pdf</p> <p>https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/pa</p>		Yes

581-022-2415 Core Teaching Standards *Freeman	Core teaching standards must be used to evaluate teachers. InTASC standards defined. <ol style="list-style-type: none"> 1. The Learner and Learning 2. Content 3. Instructional Practice 4. Professional Responsibility 	Core Teaching Standards https://drive.google.com/drive/folders/1JvQcK1EPUh8Zv7Q9h7BL_sKkDCDdBvgU		Yes
581-022-2420 Educational Leadership - Administrator Standards *Freeman	Administrators must be evaluated on adopted leadership standards. <ol style="list-style-type: none"> 1. Visionary Leadership 2. Instructional Improvement 3. Effective Management 4. Inclusive Practice 5. Ethical Leadership 6. Socio-political Context 	Administrators Evaluation Handbook https://rsd7mail.sharepoint.com/:b:/s/DLFAteam/EVUoNY0owDplj-Wx5Amho6gBXwYG1f9uugFTiqdvqgmVdg?e=KUnY4A		Yes
581-022-2430 Fingerprinting of Subject Individuals in Positions Not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses *Field	Compliance with OAR 581-021-0510	https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=fingerprinting		Yes 42
581-022-2440 Teacher Training Related to Dyslexia *Nicolai	School districts must ensure that at least one kindergarten through grade five teacher in each kindergarten through grade five school has received training related to dyslexia. A waiver may be obtained using the process outlined in 581-002-1810.	Each K-5 school has a minimum of one teacher to meet this requirement. Many schools have multiple teachers that meet this requirement.		Yes
581-022-2445 Universal Screenings for Risk Factors of Dyslexia	School districts must universally screen for risk factors of dyslexia in kindergarten, and for students entering Oregon schools for the first	In Reynolds School District (RSD), during the 2020-2021 school year, the district asked the Oregon Department of Education (ODE) to		Yes

<p>*Aazzerah</p>	<p>time in first grade, using a screening test that is on the Department's approved list.</p> <p>Districts may select a tool not on the approved list through a petition process outlined in the rule.</p>	<p>allow RSD to use STAR Early Literacy as its universal dyslexia screener. ODE approved RSD's request. All Kindergarten students and students entering Oregon schools for the first time in first grade are now assessed using DIBELS 8th edition.</p> <p>Each year, families in RSD are provided with an annual notice for statewide testing (including an assessment guidance document and assessment calendar), as well as the notice is posted on the district's assessment webpage.</p>		
<p>581-022-2500 Programs and Services for TAG Students</p> <p>*Ortiz, Bauer</p>	<p>Written plan required. Must include</p> <ol style="list-style-type: none"> 1. Identification process 2. Services 3. Statement of district philosophy 4. Statement of district goals 5. Description of nature of services to meet goals 6. Evaluation plan <p>Student plans must address level and rate of learning.</p> <p>Other rule requirements defined.</p>	<p>Talented and Gifted: https://www.reynolds.k12.or.us/district/talented-and-gifted TAG Identification Form: https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/page/1759/2020-2021_tag_identification_form_002.pdf Personalized Learning Plan: https://www.reynolds.k12.or.us/sites/default/files/fileattachments/district/page/1759/plp_form_fall_2012.pdf</p>		<p>Yes</p> <p style="text-align: center;">43</p>
<p>581-022-2505 Alternative Education Programs</p> <p>*Ortiz, Bauer</p>	<p>Policies and procedures relative to alternative education programs.</p>	<p>https://policy.osba.org/reynolds/search.asp?si=75853865&pid=r&nsb=1&n=0& charset =windows-1252&bcd=%F7&s=reynolds&query=alternative+education</p> <p>RLA: https://www.reynolds.k12.or.us/rla/about-0</p>		<p>Yes</p>

<p>581-022-2510 Suicide Prevention Plan</p> <p>*Ortiz, Bauer</p>	<p>Requires adoption of a policy on suicide prevention for students, particularly focused on LGBTQ2SIA+ (lesbian, gay, bisexual, transgender/non-binary, queer/questioning, two-spirit, intersex, asexual, and the myriad other ways to describe sexual and gender identities) youth, foster youth, youth with disabilities, BIPOC (Black, Indigenous, and People of Color) and tribal communities/members/students as well as historically and currently underserved youth, in kindergarten through grade 12. Includes requirements of the plan.</p>	<p>https://policy.osba.org/reynolds/J/JH%20D1.PDF</p>		<p>Yes</p>
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2020-2021 Division 22 Assurances

October 27, 2021 School Board Meeting

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



Division 22 Oregon Administrative Rules Assurances

“Our Why”

- Signals our commitment to providing a high-quality educational experience and equitable opportunities for all students.
- Division 22 standards articulate the floor of the education to be provided to students, not the ceiling.
- Assurances process offers an opportunity for districts not in compliance to reflect on areas in need of attention and receive technical assistance.



Changes to the Assurances Process



- OAR 581-022-2305 District Assurances of Compliance with Public School Standards was adopted by the State Board of Education in May 2021. There are four major changes to the assurances process set forth in the revised rule:
- The timeline for districts to submit their annual Division 22 Standards Assurances shifts permanently from February 1st to November 1st.
- The rule explicitly states that assurances are made for the preceding school year.
- The rule includes clear language indicating that the district is reporting to the community (not just the school board) and that the report should be made “in an oral presentation at an open public meeting, allowing for public comment, and by posting the report on the district’s webpage.”
- **All districts are required to use the same report template for reporting to the community.**

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DIVISION 22 STANDARDS/EVIDENCE

Internal Tracking Sheet for Reynolds School District 2020-2021 School Year Compliance

Rule Number & Title New Rules are highlighted	Summary <i>Modifications and waivers for 2020-21 are in italics</i>	Evidence that supports meeting requirements of the rule (policy, program, systems/process, etc.)	Notes	Compliance Status (Y/N)
581-022-0102 Definitions	All definitions as they pertain to D22	n/a		n/a
581-022-0104(5) Ready Schools..Safe Learners Guidance *Ortiz, Bauer	School districts and public charter schools must comply with the Ready Schools, Safe Learners Guidance issued by the Oregon Department of Education. OAR 581-022-0104 also includes all rule modifications and waivers for the 2020-21 school year.	https://www.reynolds.k12.or.us/schools/reopening-operational-blueprints		Yes
581-022-2000 Diploma Requirements *Bakley, Ferguson, Anderson	<i>School districts and public charter schools must comply with all requirements set out in OAR 581-022-2000 except sections (7), (8), (9), (10), and (11).</i> All requirements for standard diploma.	School Profile with Graduation Requirements https://www.reynolds.k12.or.us/rhs/school-profile Course Description Catalog with Graduation Requirements course_catalog_2020-21_final.pdf Reynolds Board Policies- Graduation Requirements https://policy.osba.org/reynolds/11/KF%20D1.PDF		Yes
581-022-2005 Veterans Diploma *Bakley, Ferguson	Basic information regarding the requirement to offer Veterans Diploma.	Reynolds Board Policies- Graduation Requirements https://policy.osba.org/reynolds/11/KF%20D1.PDF		Yes
581-022-2010 Modified Diploma *Bakley, Ferguson, Miller	<i>School districts and public charter schools must comply with all requirements set out in OAR 581-022-2010 except sections (9) and (12).</i> All requirements for the Modified Diploma.	Reynolds Board Policies- Graduation Requirements https://policy.osba.org/reynolds/11/KF%20D1.PDF Course Description Catalog with Graduation Requirements course_catalog_2020-21_final.pdf reynolds.k12.or.us		Yes
581-022-2015 Extended Diploma *Bakley, Ferguson, Miller	All requirements for the Extended Diploma.	Reynolds Board Policies- Graduation Requirements https://policy.osba.org/reynolds/11/KF%20D1.PDF		Yes
581-022-2020 Alternative Certificate *Bakley, Ferguson, Miller	All requirements for the Alternative Certificate.	Reynolds Board Policies- Graduation Requirements https://policy.osba.org/reynolds/11/KF%20D1.PDF		Yes

New for 2020-2021:
Districts had to provide evidence of how they were meeting each Division 22 Assurance

Reynolds School District

Report on Compliance with Public School Standards

2020-21 School Year

By November 1 of each year, school district superintendents are required by [OAR 581-022-2305: District Assurances of Compliance with Public School Standards](#) to report to their community on the district's status with respect to all of the Standards for Public Elementary and Secondary Schools. The Standards are adopted by the State Board of Education and set out in Oregon Administrative Rules Chapter 581, Division 22.

The table below contains a summary of Reynolds School District's compliance with each of the requirements of Oregon's administrative rules found in [DIVISION 22 - STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY SCHOOLS](#) during the 2020-21 school year. For each rule reported as out of compliance, Reynolds School District has provided an explanation of why the school district was out of compliance and the school district's proposed corrective action plan to come into compliance. The corrective action must be approved by ODE and completed by the district by the beginning of the 2022-23 school year.

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-0104(5) Ready Schools Safe Learners Guidance	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2000 Diploma Requirements	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2005 Veterans Diploma	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2010 Modified Diploma	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2015 Extended Diploma	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2020 Alternative Certificate	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2025 Credit Options	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2030 District Curriculum	In compliance	The district has met all of the requirements for this rule.	Choose an item.
581-022-2045- Prevention Education in Drugs and Alcohol	In compliance	The district has met all of the requirements for this rule.	Choose an item.

Community Report Template for
Reynolds School District
2020-2021

One Assurance Out of Compliance: 581-022-2100 Administration of State Assessments

<p>581-022-2100 Administration of State Assessments</p>	<p>Out of compliance</p>	<p>The Reynolds School Board reviewed, discussed, and voted to adopt the RSD state assessment resolution 2020-21-029 at the April 28, 2021 school board business meeting. The final resolution states "the Reynolds School District Governing Board directs Reynolds School District to administer the 2020-2021 Oregon State Assessment System: English Language Arts, Mathematics, or other state-mandated tests only to those students who request it, and/or to any students whose parent/guardian requests it."</p> <p>This means that students and parents were given the choice to participate in the Oregon State Assessments of English Language Arts (ELA), Math, and Science in 2020-21. The tests will be available "on-site" at your child's school and will take approximately one hour for each content area. During any testing opportunity offered, we will make every effort to safeguard the health of all involved.</p>	<p>Proposed Corrective Action: During the 2021-2022 school year, Reynolds School District has developed a comprehensive Assessment Guidance Document and Calendar that notifies all certified staff and administrators the testing window for the Oregon Statewide Assessment System: English Language Arts, Mathematics, or other state-mandated tests. The Director of Assessment and System Improvement and the District Test Coordinator have developed a training plan to make sure that all School Test Coordinators (STCs) and Test Administrators (TAs) will be trained appropriately using the Oregon Department of Education (ODE) Test Administration manuals and modules. Each STC is being required submit a test calendar to both the Director of Assessment and the District Test Coordinator at least two weeks before they start testing, in order to know when each grade level is being assessed, as well as which assessment is being administered.</p>
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Report to the Community Requirements/Next Steps

- Districts must report on their Division 22 compliance to the school board in a public meeting **by November 1, 2021**
- Districts post the *Community Report on Compliance with Public School Standards* to their websites **by November 1, 2021**
- Districts complete and submit the annual Division 22 Assurances Form to ODE **by November 15, 2021**
- Upload a copy of the local board meeting minutes where the Division 22 Report was shared to the Oregon Department of Education portal
- Include link to the exact location on the district website where the school district has posted its Division 22 Assurances Report



Questions?



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

To: Board of Directors
From: Anthony Lebron Chief Finance Officer
Prepared by: Regina Sampson, Director of Financial Services
Subject: Budget Calendar for 2022-2023 Budget
Policy: [Budget Calendar - DBC](#)
Date: October 27, 2021

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

The Chief Financial Officer will review the Budget Calendar with the Board, including when the Budget Input Sessions are, when the Board will review and choose Budget Priorities, and when the Budget Committee will meet.

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 November and March to share early budget framework assumptions and gather input as the budget draft is being created.

Financial Implications:

Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable



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 **November 1, 2021 and November 10, 2021**

- √ Staff Input
- √ Community Input

Budget Priorities Discussion **December 8, 2021**

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

Conduct 1st Budget Committee Work Session **April 7, 2022**

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

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

Conduct 2nd Budget Committee Work Session **April 14, 2022**

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

- √ 5 to 30 Days Before the 2nd 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

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: October 27, 2021

Action	<input type="checkbox"/>
Report	<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
 - i. Board members need to complete their SafeSchools training - info can be found in email inbox
 - ii. Board Members need to submit their vaccination information if they want to visit any schools
- b. Upcoming Board Meetings
 - i. Board Training: October 29 and 30, 2021
 - i. Board Business Meeting: November 17, 2021
- c. Budget Committee Vacancies
 - i. Position 11, term ending June 30, 2024
 - ii. Position 12, term ending June 30, 2024

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: October 27, 2021

Action	<input type="checkbox"/>
Report	<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
 - i. Student Board Representative starting in November
 - ii. Student Reporters from RHS starting in November
 - iii. Still looking for Student Reporters from RLA
- b. Student and Staff Wellness: MESD Nursing Update - Dr. Christopher Ortiz
- c. Communications Report - Stephanie Field
- d. Financial and Enrollment Report - Anthony Lebron



2020-21 Nursing Activity Report - Reynolds SD 7 - 1:1 Students

Contracted Services: 2 LPNs serving 2 Students.

Description: 1:1 students require 24 hours per day 1:1 skilled nursing care - i.e. immediate availability of RN/LPN on premises and within audible and visual range of student.

Report Period: 07/01/2020 - 06/30/2021

NURSING ACTIVITY

<ul style="list-style-type: none"> • Total # of Student Events: <i>YTD count of the number of events documented by a MESD RN or LPN.</i> • Total # of Nurse Case Management Actions and Student Meetings: <i>YTD count of the number of events identified as Case Management and Student Meetings.</i> • Total # of Medical Problems: <i>The total number Medical Problems documented by the RN or LPN assigned to the student.</i> • Total # of Medical Procedures: <i>The total number of currently active Medical Procedures documented by the assigned RN or LPN.</i> • Total # of Health Care Plans: <i>The total number of active health care plans currently in place.</i> • Total # of Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions: <i>The total number Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions documented by the assigned RN or LPN.</i> 	<table border="0"> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black;">51</td></tr> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black;">17</td></tr> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black;">11</td></tr> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black;">0</td></tr> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black;">2</td></tr> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black;">0</td></tr> </table>	51	17	11	0	2	0
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Report Description

Report Name: 2020-21 Nursing Activity Report - Reynolds SD 7 - General Population

Source: MESD Department of School Health Services, Frontline EHR

Report Period: 07/01/2020 - 06/30/2021

Report Details:

Total # of Student Health Room Visits:

Provides the YTD count of the number of students seen by a MESD nurse or School Health Assistant (SHA) during a health room visit. All schools and grade levels are included. The percentage of visits related to mental health, the percentage of visits reported by a SHA, and the number of students who returned to school day and were dismissed from school are reported.

of Nurse Case Management:

Provides the YTD count of the number of events identified as Case Management; includes Case Management and Assessment, COVID-19 Tracking, Delegation/Teaching/TAE Follow-up, Home/Site Visit, Provider Contact, Referral Conference and Follow-up, and Student Conference.

of Student Records Management:

Provides the YTD count of the number of events and sessions identified as Student Records Management; includes Immunization Management, Medication/Health Supplies Return, and Medication Management - i.e. Field Trips, EOY disposal.

of Student Related Meetings:

Provides the YTD count of the number of office visits identified as Student Related Meetings; includes 504 Conference, IEP/IFSP/IHP Meetings and Preparation, and Multidiscipline Conferences.

of School/Community Support Activities:

Provides the YTD count of the number of sessions identified as School/Community Support; includes Attendance Support Team, Crisis Team, Emergency Preparedness/Safety Planning, Lunch Bunch, Staff/Public Intervention, and other School/Community Support activities.

of Student/Staff COVID-19 Information Form Reviews:

Provides the YTD count of the number of Student/Staff COVID-19 Information Forms (SCIF) reviewed by the MESD Communicable Disease (CD) Team. Includes review of submissions, collaborating with the Multnomah County Health Department (MCHD), and generating a communicable disease support debrief email.

Total # of Medical Problems/Total # of Students with Medical Problems

Provides the total number of currently active, documented Medical Problems by the nurse in your district; and provides the total number of students with one or more Medical Problems.

Total # of Medical Procedures

Provides the total number of currently active, documented Medical Procedures by the nurse in your district.

Total # of Health Care Plans:

Provides the total number of active health care plans currently in place.

Total # of Students with Medical Delegations/Teachings and Total # of Nursing Delegations/Teachings:

Provides the total number of students with one or more Medical Delegation/TAE/Teachings in place; and provides the total number Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions documented by the nurse in your district.

Staff Health Education Trainings/Student Health Related Education Sessions:

Provides YTD count of the number of Staff Health Education Trainings and Student Health Related Education Sessions provided by a MESD nurse; and provides the YTD count of your district staff trained; and provides the YTD count of the number of students educated during various health related sessions.

**Health Education Trainings and Student Health Related Education Sessions are not linked to an individual student record. Nurses document trainings or sessions held for groups of staff and/or students. Training/Session types include: Adrenal Crisis, Asthma Management, Bloodborne Pathogen, Bullying and Teasing, CPR/First Aid, Dental Health Education, Effects of Smoking, Fitness/Nutrition/Wellness, Glucagon, Hand Washing/Hygiene, Health Education, Living with Asthma, Medication Administration, Mental Health Education, Music for Health, Personal Hygiene Care, Physiological Changes, Preventing Youth Obesity, SAR, Stress Management, Substance Abuse, and Yoga Calm.*

Top 10 Office Visit Types:

Provides the YTD count of the top 10 types of office visits as documented by MESD nurse or SHA. All schools and grade levels are included.

Top 5 Medical Problems and Medical Procedures:

Provides the YTD counts of the top 5 types of Medical Problems and Medical Procedures documented by MESD nurse. All schools and grade levels are included.

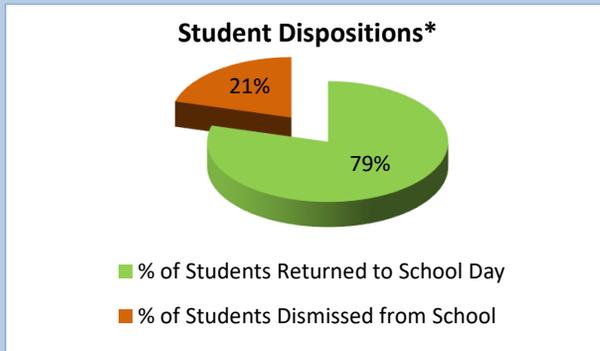
Monthly Trends Graph:

Provides the monthly trend for the number of student health room visits, the number of nurse case management activities, and the number of Student Records Management. All schools and grade levels are included.

2020-21 NURSING ACTIVITY REPORT - Reynolds SD 7

District Ratio: 1 School Nurse per 1,060 Students*

Report Period: 7/1/2020 - 6/30/2021



*When student seen by MESD Nurse or MESD Health Room Assistant.

MESD School Health Services Activities

• # of Nurse Case Management Activities	2,574
• # of Student Record Management Activities	1,988
• # of Student Related Meetings	50
• # of School/Community Support Activities	75
• # of Student/Staff COVID-19 Information Form Reviews	427
• Total # of Medical Problems	938
• Total # of Students with Medical Problems	767
• Total # of Medical Procedures	275
• Total # of Health Care Plans	239
• Total # of Students with Medical Delegations/Teachings	185
• Total # of Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions	789

Total # of Staff Health Education Trainings 28

• # of Staff Trained in Bloodborne Pathogen	7
• # of Staff Trained in Glucagon Administration	10
• # of Staff Trained in Medication Administration	12
• # of Staff Trained in SAR	57
• # of Staff Trained in all other trainings (not listed above)	0

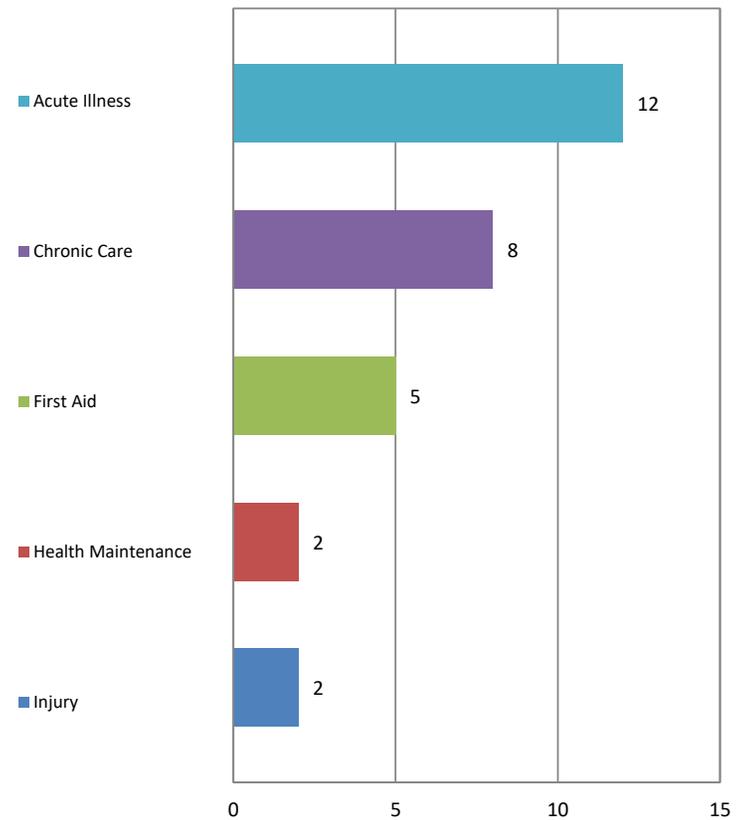
Total # of Student Health Related Education Sessions 0

• # of Students Educated during Health Related Sessions	0
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Total # of Student Health Room Visits 29

• % of Health Room Visits related to Mental Health	0%
• % of Health Room Visits reported by MESD Health Room Asst.	7%
• % of Students Returned to School Day	79%
• % of Students Dismissed from School	21%
• 911/Ambulance Calls by Nurse	0

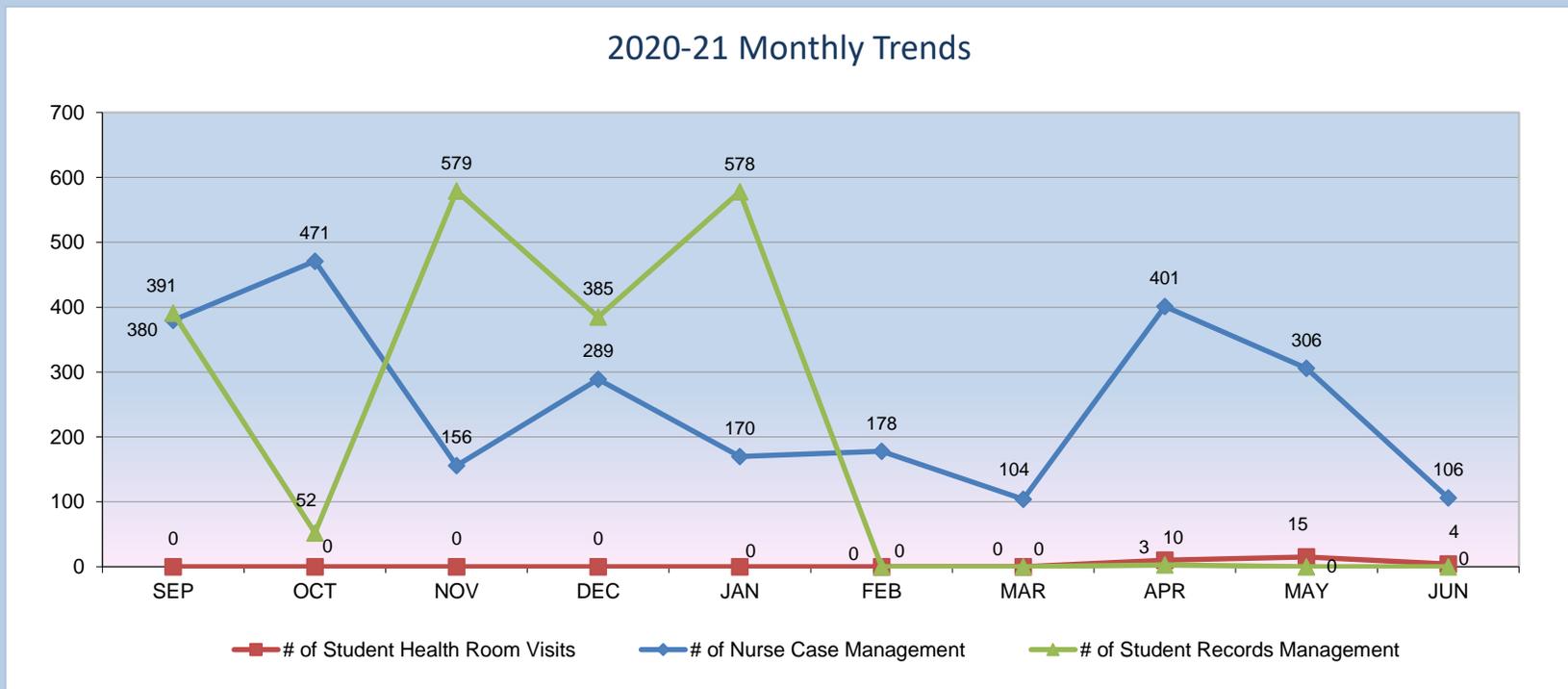
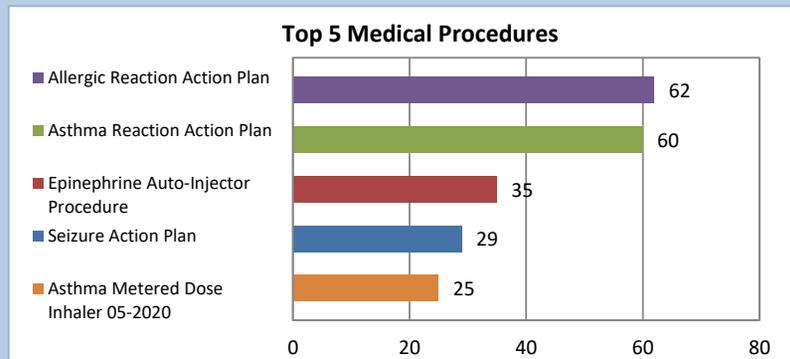
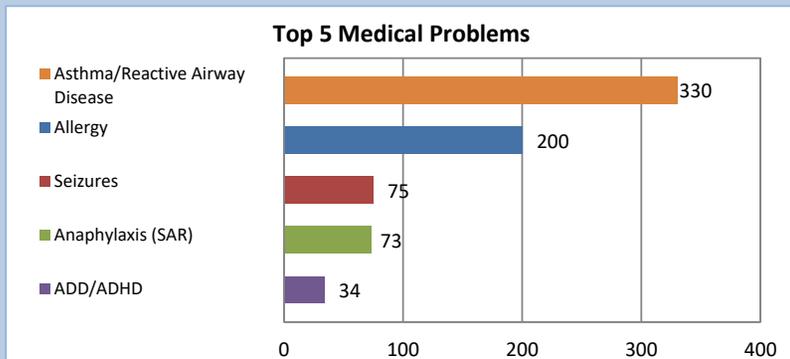
Top 5 Office Visit Types



*Based on October 1, 2020 enrollment reported to ODE.

2020-21 NURSING ACTIVITY REPORT - Reynolds SD 7

*District Ratio: 1 School Nurse per 1,060 Students**



*Based on October 1, 2020 enrollment reported to ODE.

Report Description

Report Name: Reynolds SD School Comparison
District Ratio: 8.0 School Nurse(s) and 0.81 Lead Nurse(s)
1.0 School Nurse per 1,060 Students based on October 1, 2020 enrollment reported to ODE.
Report Period: 07/01/2020 - 06/30/2021
Report Date: October 1, 2021

Summary - by Nurse 2020-21

School Type: School or Program Type; Elementary, Middle or High.

School Name: List of School Names.

School Nurse Assigned: 2020-21 School Nurse assigned; list is sorted by School Nurse and gives subtotals of schools nurse is assigned to.

Enrollment: Based on October 1, 2020 enrollment reported to ODE.

of Health Room Visits: Count includes general population OV's recorded by nurse or MESD SHA; may include other than assigned nurse OV's.

% of Students Returned to School Day: Reports the % of students who returned to school day after a health room visit with MESD nurse or SHA.

of Nurse Case Management/Student Related Meetings: Count includes general population Case Management and Student Related Meeting Events recorded by nurse; may include other than assigned nurse events.

of Student Records Management: Count includes events and sessions identified as Student Records Management reported by nurse or MESD SHA; may include other than assigned nurse events and sessions.

of Medical Problems: Includes count of Medical Problems for general population reported by nurse.

of Medical Procedures: Includes count of Medical Procedures for general population reported by nurse.

of Health Care Plans: Includes count of Health Care Plans for general population reported by nurse.

of Nursing Delegations for Chronic Health Conditions: Count of Nursing Delegations for general population reported by nurse.

of Teachings and TAEs for Chronic Health Conditions: Count of Teachings and TAEs for general population reported by nurse.

of Students with Medical Delegations, Teachings and TAEs: Count of general population students with Medical Delegations, Teachings and TAEs.

of Student Health Educational Sessions: Includes the # of health related Educational Sessions provided to students by the nurse at the assigned school.

of Students Educated during Health Related Sessions: Includes the # of students educated during health related Educational Sessions provided by the nurse at the assigned school.

Graphs - by School 2020-21

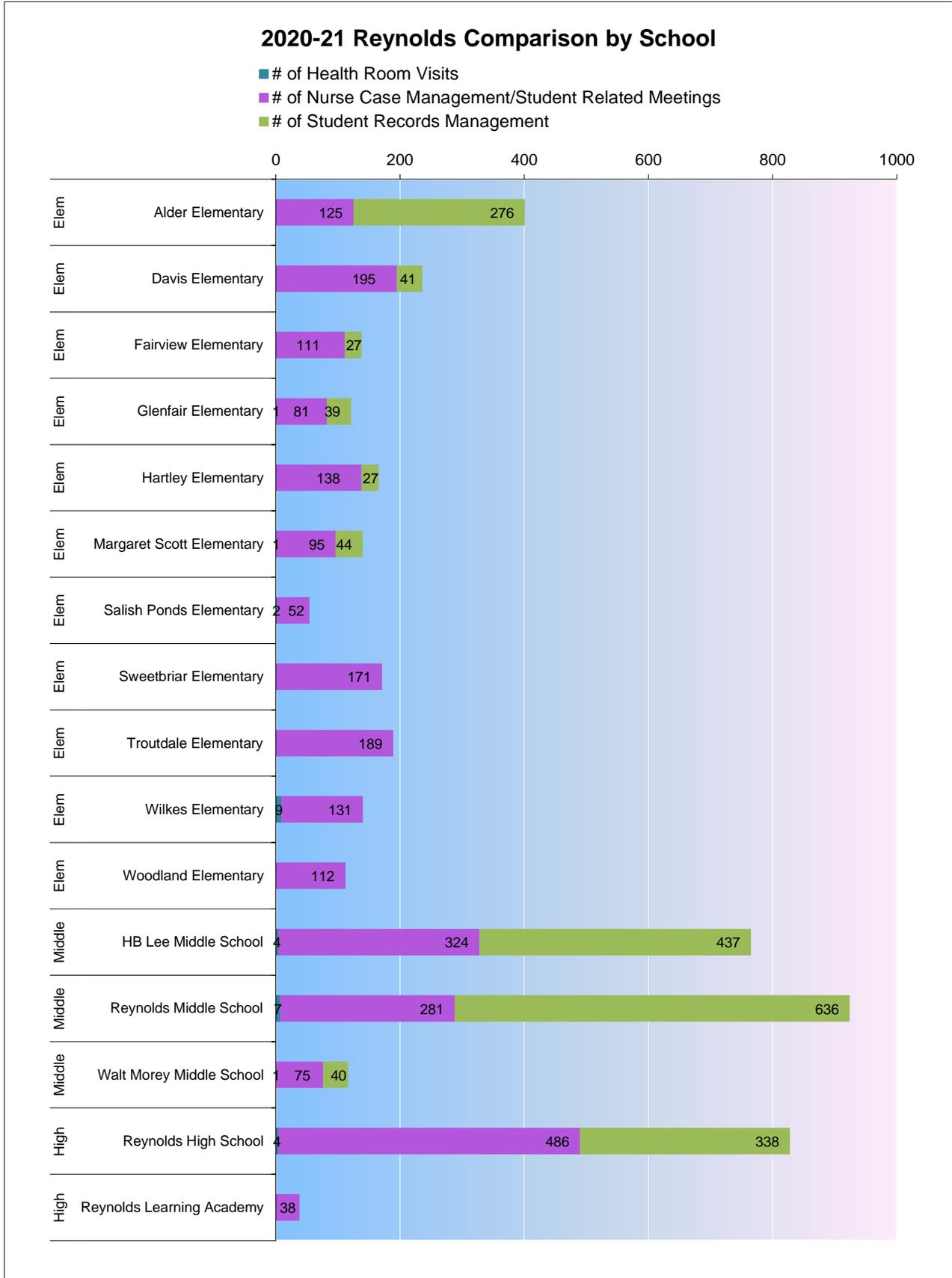
Shows combined count of Health Room Visits, Nurse Case Management/Student Related Meetings and Student Records Management reported by school nurse or MESD SHA; includes Elementary, Middle and High Schools.

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2020-21 Reynolds SD School Comparison Data_District Version_YE - Summary-by Nurse 2020-21

School Type	School Name	School Nurse Assigned	Enrollment	# of Health Room Visits*	% of Students Returned to School Day	# of Nurse Case Management/Student Related Meetings	# of Student Records Management	# of Medical Problems	# of Medical Procedures	# of Health Care Plans	# of Nursing Delegations for Chronic Health Conditions	# of Teachings and TAEs for Chronic Health Conditions	# of Students with Medical Delegations, Teachings and TAEs	# of Student Health Educational Sessions	# of Students Educated during Health Related Sessions
Alt	Cornerstone	Coe, Lorie	n/a	0	n/a	20	0	1	0	1	0	1	1	0	0
Elem	Davis Elementary	Coe, Lorie	419	0	n/a	195	41	22	0	5	0	0	0	0	0
Elem	Glenfair Elementary	Coe, Lorie	410	1	100%	81	39	26	0	10	0	0	0	0	0
Elem	Woodland Elementary	Coe, Lorie	377	0	n/a	112	0	34	0	12	0	2	1	0	0
		Coe, Lorie Total	1,206	1	100%	408	80	83	0	28	0	3	2	0	0
Middle	HB Lee Middle School	Herzog, James	794	4	50%	324	437	84	0	24	2	18	4	0	0
		Herzog, James Total	794	4	50%	324	437	84	0	24	2	18	4	0	0
High	Reynolds High School	Johnson, Terrie	2,624	4	50%	486	338	280	45	44	1	139	34	0	0
		Johnson, Terrie Total	2,624	4	50%	486	338	280	45	44	1	139	34	0	0
Elem	Alder Elementary	Lewis, Erin	427	0	n/a	125	276	20	18	13	0	54	10	0	0
Elem	Hartley Elementary	Lewis, Erin	404	0	n/a	138	27	41	31	27	0	93	20	0	0
Elem	Margaret Scott Elementary	Lewis, Erin	395	1	100%	95	44	34	28	26	0	84	19	0	0
		Lewis, Erin Total	1,226	1	100%	358	347	95	77	66	0	231	49	0	64
Middle	Reynolds Middle School	McCollum, Dawn	944	7	100%	281	636	120	27	22	5	55	10	0	0
		McCollum, Dawn Total	944	7	100%	281	636	120	27	22	5	55	10	0	0
High	Reynolds Learning Academy	Pham, Tram	207	0	n/a	38	0	35	7	6	0	17	4	0	0
Elem	Salish Ponds Elementary	Pham, Tram	366	2	100%	52	0	13	6	5	0	18	3	0	0
Elem	Wilkes Elementary	Pham, Tram	429	9	89%	131	0	56	30	21	0	45	16	0	0
		Pham, Tram Total	1,002	11	95%	221	0	104	43	32	0	80	23	0	0
Middle	Walt Morey Middle School	Rosenstiel, Amanda	574	1	0%	75	40	62	0	3	0	0	0	0	0
		Rosenstiel, Amanda Total	574	1	0%	75	40	62	0	3	0	0	0	0	0
Elem	Fairview Elementary	Taylor, Linda	286	0	n/a	111	27	30	23	5	0	69	17	0	0
Elem	Sweetbriar Elementary	Taylor, Linda	300	0	n/a	171	0	40	36	7	0	106	25	0	0
Elem	Troutdale Elementary	Taylor, Linda	384	0	n/a	189	0	40	24	8	0	80	22	0	0
		Taylor, Linda Total	970	0	n/a	471	27	110	83	20	0	255	64	0	0
		Grand Total	9,340	29	79%	2624	1905	938	275	239	8	781	186	0	0

*Includes general population Events reported by nurse or MESD SHA; may include Events reported by other than assigned nurse.



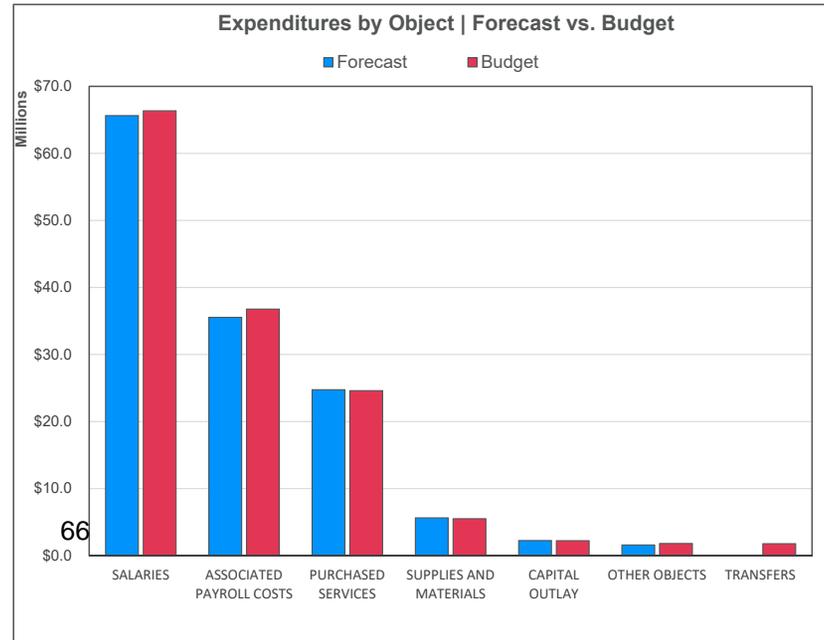
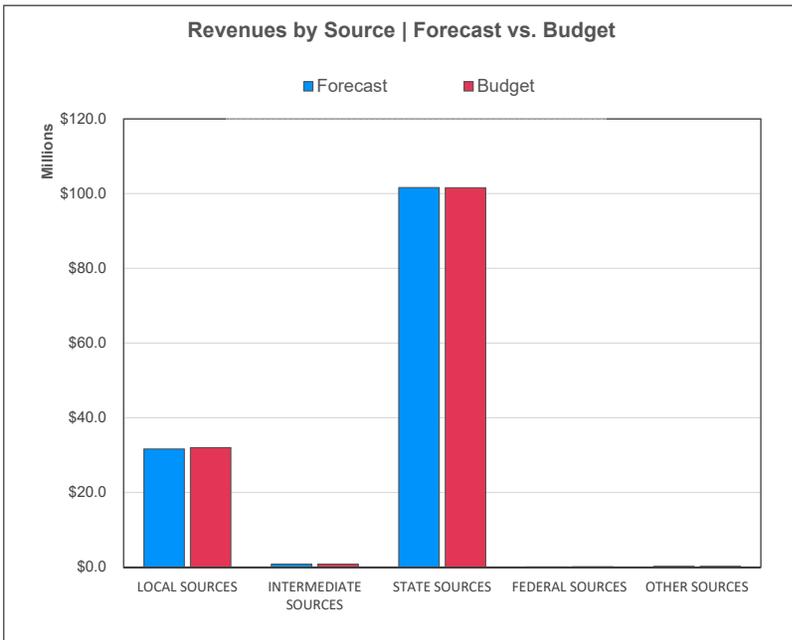
Reynolds School Distric No. 7

100 General Fund | Financial Projection by Object

For the Period Ending September 30, 2021

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Add: Projections	Annual Forecast
RESOURCES						
Operating Revenues						
Local Sources	\$ 168,377	\$ 31,991,483	\$ 194,469	0.61%	\$ 31,435,337	\$ 31,629,806
Intermediate Sources	-	798,329	-	0.00%	798,278	798,278
State Sources	34,104,049	101,567,300	33,149,511	32.64%	68,467,002	101,616,513
Federal Sources	41,066	85,000	(869)	-1.02%	45,063	44,194
Other Sources	-	215,987	-	0.00%	215,987	215,987
Total Operating Revenues	\$ 34,313,492	\$ 134,658,099	\$ 33,343,111	24.76%	\$ 100,961,667	\$ 134,304,778
Beginning Fund Balance	-	11,099,637	-	0.00%	22,451,318	22,451,318
TOTAL RESOURCES	\$ 34,313,492	\$ 145,757,736	\$ 33,343,111	22.88%	\$ 123,412,985	\$ 156,756,096
REQUIREMENTS						
Operating Expenditures						
Salaries	\$ 7,424,473	\$ 66,349,651	\$ 7,358,126	11.09%	\$ 58,274,343	\$ 65,632,468
Associated Payroll Costs	4,233,721	36,773,398	3,648,204	9.92%	31,888,313	35,536,517
Purchased Services	3,763,745	24,603,985	4,212,100	17.12%	20,530,869	24,742,969
Supplies and Materials	821,147	5,502,428	1,322,669	24.04%	4,304,797	5,627,466
Capital Outlay	99,057	2,221,018	142,673	6.42%	2,094,828	2,237,501
Other Objects	568,161	1,800,352	1,351,619	75.08%	232,064	1,583,683
Transfers	3,475,913	1,773,000	-	0.00%	35,460	35,460
Total Operating Expenditures	\$ 20,386,216	\$ 139,023,832	\$ 18,035,391	12.97%	\$ 117,360,675	\$ 135,396,065
Contingencies	-	1,683,476	-	0.00%	-	-
Unappropriated Ending Fund Balance	-	5,050,428	-	0.00%	-	-
TOTAL REQUIREMENTS	\$ 20,386,216	\$ 145,757,736	\$ 18,035,391	12.37%	\$ 117,360,675	\$ 135,396,065
Ending Fund Balance						\$ 21,360,031
OPERATING SURPLUS / (DEFICIT)	\$ 13,927,276	\$ (4,365,733)	\$ 15,307,721		\$ (16,399,008)	\$ (1,091,287)

(Operating Revenue less Operating Expenses)



2021-2022 Enrollment by Grade Data Excluding Charters	
Grade	6-Oct-2021
Kndgtn	633
1st	590
2nd	655
3rd	631
4th	665
5th	687
6th	721
7th	702
8th	779
9th	715
10th	727
11th	675
12th	749
SPED SC	110
Total	9,039

Pd	Change		Rept Date vs June 2021	
	Chg	10/6 to Current	6/2021 Data	Change
42	-	623	10	
28	-	711	-121	
41	-	698	-43	
22	-	709	-78	
37	-	725	-60	
34	-	785	-98	
28	-	766	-45	
43	-	815	-113	
(4)	-	725	54	
5	-	811	-96	
10	-	728	-1	
14	-	650	25	
(1)	-	781	-32	
8	-	85	25	
307	-	Total	-573	

2020-2021 Enrollment by Grade Data Excluding Charters	
Grade	6-Oct-2020
Kndgtn	568
1st	697
2nd	681
3rd	699
4th	708
5th	768
6th	804
7th	849
8th	729
9th	758
10th	701
11th	608
12th	730
SPED SC	65
Total	9,365

Pd	Change	
	Chg	10/6 to Current
24	-	
12	-	
23	-	
18	-	
4	-	
3	-	
152	-	
78	-	
55	-	
22	-	
19	-	
6	-	
30	-	
6	-	
452	-	

Unit Change in Data 2021-2022 as Compared to 2020-2021 Excluding Charters	
Grade	10/6/2021 vs 10/6/2020
Kndgtn	65
1st	(107)
2nd	(26)
3rd	(68)
4th	(43)
5th	(81)
6th	(83)
7th	(147)
8th	50
9th	(43)
10th	26
11th	67
12th	67 19
SPED SC	45
Total	(326)

2021-2022 Enrollment by School Data Excluding Charters		
School	6-Oct-2021	
Alder	381	
Davis	396	
Fairview	302	
Glenfair	390	
Hartley	335	
M Scott	357	
Salish Ponds	348	
Sweetbriar	266	
Troutdale	330	
Wilkes	433	
Woodland	372	
Lee MS	720	
RMS	928	
WMMS	569	
RHS	2,604	
RLA	185	
Cornerstone/Tutoring/Outside Plc	123	
Total	9,039	

PD	Change	Rept Date vs June 2021	
Chg	10/6 to Current	6/3/2021	Change
4	-	437	-56.00
78	-	428	-32.00
1	-	290	12.00
81	-	423	-33.00
1	-	414	-79.00
44	-	409	-52.00
1	-	378	-30.00
-	-	303	-37.00
(3)	-	378	-48.00
(1)	-	432	1.00
(4)	-	371	1.00
13	-	794	-74.00
51	-	956	-28.00
(2)	-	577	-8.00
24	-	2,667	-63.00
4	-	241	-56.00
15	-	114	9.00
307	-	9,612	-573

2020-2021 Enrollment by School Data Excluding Charters		
School	6-Oct-2020	
Alder	429	
Davis	397	
Fairview	287	
Glenfair	380	
Hartley	405	
M Scott	401	
Salish Ponds	340	
Sweetbriar	301	
Troutdale	381	
Wilkes	431	
Woodland	378	
Lee MS	805	
RMS	1002	
WMMS	592	
RHS	2,573	
RLA	153	
Cornerstone/Tutoring	110	
Total	9,365	

PD	Change
Chg	10/6 to Current
25	-
6	-
4	-
9	-
17	-
20	-
10	-
4	-
2	-
8	-
(17)	-
157	-
129	-
5	-
62	-
10	-
1	-
452	-

Unit Change in Data 2021-2022 as Compared to 2020-2021 Excluding Charters	
School	10/6/2021 vs 10/6/2020
Alder	(48.00)
Davis	(1.00)
Fairview	15.00
Glenfair	10.00
Hartley	(70.00)
M Scott	(44.00)
Salish Ponds	8.00
Sweetbriar	(35.00)
Troutdale	(51.00)
Wilkes	2.00
Woodland	(6.00)
Lee MS	(85.00)
RMS	(74.00)
WMMS	(23.00)
RHS	31.00
RLA	63.00
Cornerstone/Tutoring/Outside Plc	13.00
Total	(326)

ACTUAL ATTENDANCE COUNT REPORT 2021-2022

Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021			
October 6, 2021															2021-22 Projected		@ June 2021			
School	SPED SC	Knngtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE	Grade	Projected	Diff	2020-2021	YOY Chg	
Alder		20		23		24		23		24		27				Alder				
<i>Bilingual Classrooms</i>		13		21		21		22		21		21								
		13		19		20		24		20		20								
Montessori Kinder		5																		
Total	0	51		63		65		69		65		68	381	-		402	-21	437	-3	
# of Classes		3		3		3		3		3		3								
Average Class Size		17.00		21.00		21.67		23.00		21.67		22.67								
Davis	SPED SC	15		20		23		18		15		18				Davis				
	10	13		21		20		14		17		22								
	9	14		23		20		16		16		22								
		14						17		19										
Total	19	56		64		63		65		67		62	396	-		414	-18	428	1	
# of Classes		4		3		3		4		4		3								
Average Class Size		14.00		21.33		21.00		16.25		16.75		20.67								
Fairview	SPED SC	15		13		16		25		23		20				Fairview				
	6	16		13		17		21		22		21								
	9	15		13		16						21								
Total	15	46		39		49		46		45		62	302	-		284	18	290	-31	
# of Classes	2	3		3		3		2		2		3								
Average Class Size		15.33		13.00		16.33		23.00		22.50		20.67								
Glenfair	SPED SC	23		17		15		17		21		21				Glenfair				
		21		16		17		15		21		20								
		20		16		18		20		20		18								
		21				16		17												
Total	0	85		49		66		69		62		59	390	-		418	-28	423	-29	
# of Classes		4		3		4		4		3		3								
Average Class Size		21.25		16.33		16.50		17.25		20.67		19.67								

ACTUAL ATTENDANCE COUNT REPORT 2021-2022

Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021		
October 6, 2021															2021-22 Projected		@ June 2021		
School	SPED SC	Kndgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE	Grade	Projected	Diff	2020-2021	YOY Chg
Hartley	SPED SC	17		18		15		17		19		18							
		17		17		15		20		20		17							
		17		15		15		20		21		19							
		6		12															
Total	0	57		62		45		57		60		54	335	-		396	-61	414	-28
# of Classes		3.5		3.5		3		3		3		3							
Average Class Size		16.29		17.71		15.00		19.00		20.00		18.00							
M Scott	SPED SC	20		14		19		18		19		21							
		20		19		17		18		19		20							
		21		20		18		19		16		23							
						16													
Total	0	61		53		70		55		54		64	357	-		396	-39	409	10
# of Classes		3		3		4		3		3		3							
Average Class Size		20.33		17.67		17.50		18.33		18.00		21.33							
Salish Ponds	SPED SC	19		17		16		17		22		20							
		17		17		17		17		22		18							
		20		18		13		18		22		23							
						15													
Total	0	56		52		61		52		66		61	348	-		360	-12	378	-46
# of Classes		3		3		4		3		3		3							
Average Class Size		18.67		17.33		15.25		17.33		22.00		20.33							
Sweetbriar	SPED SC	21		20		19		19		23		23							
		20		17		20		19		23		26							
						7	x	9											
Total	0	41		37		46		47		46		49	266	-		272	-6	303	-42
# of Classes		2		2		2.5		2.5		2		2							
Average Class Size		20.50		18.50		18.40		18.80		23.00		24.50							

ACTUAL ATTENDANCE COUNT REPORT 2021-2022

Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021						
October 6, 2021															2021-22 Projected		@ June 2021						
School	SPED SC	Knegt	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE	Grade	Projected	Diff	2020-2021	YOY Chg				
Troutdale	SPED SC	18		22		15		23		21		19				Troutdale							
		18		21		17		22		20		20											
		18		20		17				19		20											
Total	0	54		63		49		45		60		59	330	-		352	-22	378	-53				
# of Classes		3		3		3		2		3		3											
Average Class Size		18.00		21.00		16.33		22.50		20.00		19.67											
Wilkes	SPED SC	19		17		25		22		22		21				Wilkes							
		9		17		24		23		23		22											
		8		17		24		20		8	x	10											
		10	x	10						22		20											
Total	17	69		61		73		65		75		73	433	-		419	14	432	-63				
# of Classes	2	3.5		3.5		3		3		3.5		3.5											
Average Class Size	20	19.71		17.43		24.33		21.67		21.43		20.86											
Woodland	SPED SC	19		16		23		20		29		22				Woodland							
		6		19		15		22		18		22											
		9		19		16		22		21		19											
		6																					
Total	21	57		47		67		59		58		63	372	-		359	13	371	-74				
# of Classes	3	3		3		3		3		2		3											
Average Class Size		19.00		15.67		22.33		19.67		29.00		21.00											
SPED Outside Placements/Tutoring	0	0		0		1		2		7		13	23			27	-4	27	-13				
Grade Totals	72	633		590		655		631		665		687	3,933	-		4,099	-166	4,290	-371				
Total # of Classes		35		33		35.5		32.5		31.5		32.5											
Total Average Class Size		18.09		17.88		18.45		19.42		21.11		21.14											

ACTUAL ATTENDANCE COUNT REPORT 2021-2022																				
Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021			
October 6, 2021															2021-22 Projected		@ June 2021			
School	SPED SC	Kndgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	FTE	Grade	Projected	Diff	2020-2021	YOY Chg	
ACTUAL ATTENDANCE COUNT REPORT 2021-2022																				
Secondary Enrollment By Grade Level															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021			
October 6, 2021															2021-22 Projected		@ June 2021			
School	SPED SC	6th grade	7th grade	x	8th grade	x	9th grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Added FTE	Projected	Diff	2020-2021	YOY Chg	
SPED Outside Placements/Tutoring		7	11		5		7		13		6		16	65		56	9	51	51	
HB Lee MS	10	221	235		254									720		826	-106	794		
Reynolds MS	22	293	288		325									928		977	-49	956		
Walt Morey MS	6	200	168		195									569		604	-35	577		
RHS + Middle College							708		703		642		551	2604		2801	-197	2667		
Out of Dist Placement																0		0	0	
RLA					0				11		27		147	185		216	-31	241		
Cornerstone - SPED													28	28		30	-2	30		
Cornerstone 1- SPED													7	7		11	-4	6		
Total	38	721	702		779		715		727		675		749	5,106	-	5521	-415	5,322	51	
Total Reynolds:														9,039	-	9,620	-581	9,612	-320	
Comprehensive School		Targeted School				New Classroom Pending														
Charter School Data															Added FTE					
		1st	2nd	3rd	4th	5th	6th-8th	Total	FTE	Grade										
	Kndgtn	Grade	x	Grade	x	Grade	x	Grade	x	Grade	x	Grade	Total	FTE	Grade	Projected	Diff	2020-2021	YOY Chg	
Arthur Academy	22	32		27		27		27		22		0	157			167	-10	166	-13	
Rockwood Preparatory Academy	64	61		44		53		48		43			313			295	18	292	-1	
MLA	47	47		48		47		48		46		258	541			570	-29	568	12	
														1,011	-	1032	-21	1026	-2	
														10,050	-	10,652	-602	10,638	-322	
SPED SC: Special Education Department Self-Contained Classroom where students spend 100% of their day.																	-809			



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: October 27, 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:

- a. Approval of Personnel Order
- b. Approval of Prior Meeting Minutes
- c. Contracts
 - i. Open School Contract Renewal
 - ii. EduPoint Contract Addendum
- d. Intergovernmental Agreements
 - i. Columbia Regional IGA for Autism Services Renewal
 - ii. IGA with Mt. Hood Community College Renewal
 - iii. Early Intervention/Early Childhood Special Education Services - IGA with David Douglas Renewal
 - iv. E-Rate IGA Renewal
- e. Resolutions
 - i. Resolution 2021-2022-007 Native American Indian History Month
 - ii. Resolution 2021-2022-008 Authorized Signer Update
- f. Grants
 - i. FCC Emergency Connectivity Fund Grant
 - ii. City of Gresham Grant for Multnomah Youth Cooperative at RLA

Staff Recommendation:

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

Motion:

A. Motion Made by Board Member:

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

B. Seconded by Another Board Member

C. Point of Clarification / Discussion

D. Board Vote



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

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

September 22, 2021

7:00 PM

Virtual Meeting

Attendance Taken at 7:07 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, Aaron Muñoz: Present, Michael Reyes: Present, Ricki Ruiz: Absent, Cayle Tern: Present.

I. 6:00p - Executive Session

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

II. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the September 22, 2021 meeting to order at 7:04p

A. Pledge of Allegiance

B. Land Acknowledgement

- Chair Gonzalez Muñoz read the Land Acknowledgement into the record.

C. Consider Approval of the September 22, 2021 Agenda

III. 7:10p - Board Recognition

A. Resolution 2021-2022-003: National Principals Day

- Vice Chair Yesenia Delgado read this resolution into the record.

B. Resolution 2021-2022-004: Indigenous Peoples' Day

- Director Michael Reyes read this resolution into the record.

C. Resolution 2021-2022-005: National Bullying Prevention Month and National Coming Out Day

- Director Aaron Muñoz read this resolution into the record.

D. Resolution 2021-2022-006 National School Lunch Week

- Director Cayle Tern read this resolution into the record.

IV. 7:20p - Public to be Heard

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

V. 7:40p - Bargaining Group Updates

- Alejandra Barragan, Vice President of REA
- Lisa McDonald, RAA Leadership
- Suzi Mutschler, OSEA Leadership

VI. 7:55p - Presentation to the Board

A. Summer School Wrap-up

- Are future summer programs included in out budget?

- Retention / attendance tips that can be brought into the regular school year?

VII. 8:15p - Board Reports

A. Board Announcements

i. Individual Board Members - Announcements and Reports

ii. Upcoming Board Meetings

VIII. 8:25p - Superintendent's Reports

A. Announcements/Reports - Dr. Danna Diaz

- SRO Timeline
 - Glad to see prioritizing student voices
 - Concerns on biased nature of questions: a question has been removed. The rest are all yes/no/free text answers. Very generalized.
 - Request to view the survey before it goes out: Kaylie will include in this week's Friday Board Update
- COVID-19 Response
 - What is the average response time from discovering a positive case to notifying families?
 - Extra budget to schools for health assistants, EAs, and noon assistants
 - Do we have data on the risks of death and hospitalization for people 19 years and under?
 - We can add links to the CDC numbers to our website
 - Do we keep track of all the positive cases? Hearing that vaccinated students don't have to quarantine. What about those that have had COVID?
 - Confirmed positive cases are taken into account but there's no real database. If someone has been positive in the previous 90 days, they can remind the health department of that.
 - Do we test vaccinated staff?
 - The tests we have on site are only allowed to be used if a staff member or student becomes symptomatic while at school or a work site. If they start symptoms anywhere else, they have to go to their own health care provider for a test. Even with a positive bymax test from a school, you have to then go to a medical provider for another confirmed test. State protocol is very specific.
 - Vaccinated staff and students don't have to quarantine but it is recommended that they seek testing if they have been exposed.
 - Do we have any liability if a staff member has an adverse reaction to the vaccine?
 - What are we doing to mitigate the need to have another short-term closure at the high school?
 - Very large high school and very small footprint.
 - Strengthen protocols for how to track lunches, seating charts in all classrooms, bus seating charts, increasing distance between students in classes without seating charts (like a shop class for instance)

B. Marginalized Students: Care/Connection Week - Dr. Sara Hahn-Huston

C. Student and Staff Wellness: Vaccination Requirement - Dr. Angela Freeman

- Is there a plan to cover a large number of vacant positions?
- What will happen to staff members who have their exception denied?
- Are exceptions being approved based on if they can be accommodated at their work location?
 - No, they are judged on an individual basis based on if they meet the legal requirements

D. Communications Report - Stephanie Field

E. Financial Report - Anthony Lebron

- i. How will the catalytic converter theft affect our budget.
 - a. It will cost approximately \$24k to replace the catalytic converters. We have margin in the budget to cover this expense but it will be tight.
 - b. Will there be any insurance revenue?

IX. 9:00p - Consent Agenda

I move that the Board approve all Consent Agenda items as presented. This motion, made by Cayle Tern and seconded by Yesenia Delgado, Passed.

Yea: 6, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Approval of 2022-2023 Budget Calendar Revision

D. Approval of Board Master Calendar Revision

E. Resolutions

- i. Resolution 2021-2022-003: National Principals Day
- ii. Resolution 2021-2022-004: Indigenous Peoples' Day
- iii. Resolution 2021-2022-005: National Bullying Prevention Month and National Coming Out Day
- iv. Resolution 2021-2022-006 National School Lunch Week

F. Superintendent 2021-2022 Goals and Action Plan

G. Intergovernmental Agreement with Columbia Regional Autism

X. 9:05p - Action Items

A. Intergovernmental Agreement with ESD 112

- Who is providing the current facilities maintenance service?
 - We have a facilities department but the district does not have a standard facilities maintenance schedule at the moment.
- We would be entering into this contract for advise on community polling and help planning for a bond.
- The attached timelines show the scope of the work ESD 112 would be doing.

I move that the Board approves the District moving forward with planning for a potential bond. This motion, made by Michael Reyes and seconded by Aaron Muñoz, Passed.

Yea: 6, Nay: 0

I move that the Board authorize the execution of the Intergovernmental Agreement with Educational Service District 112. This motion, made by Spencer Chao and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 1

XI. 9:15p - Board Discussion

- Is there room for improvement on short-term distance learning scheduling or is it a set schedule?
- Any attendance challenges during the short-term distance learning?

XII. 9:30p - Adjourn

- Chair Ana Gonzalez Munoz adjourned the September 22, 2021 Business Meeting at 10:56p.



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 Assistant Superintendent of Student & Family Services and District Operations

Subject: Open School Contract SY2021

Policy: [Alternative Education Programs – IGBHA, Alternative Education Programs Following Expulsion – JGEA](#)

Date: October 27, 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 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:

This is a contract between Reynolds School District and Open School for the 21-22 school year. Open School serves a maximum of 48 students in Grades 9 – 12 from Reynolds School District (12 per grade).

Previous Board Action:

The Board previously authorized a contract with Open School for the 20-21 school year.

Background:

Open School serves Reynolds’ students who are referred by the high school or the district as needing additional services. This provides an additional alternative to students who may not succeed in a traditional educational environment.

Financial Implications:

Reynolds will pay Open School equal to 80% of the district’s estimated current year’s average per student net operating expenditure for the date of student enrollment and attendance. Services are billable at \$49.25/day (“daily rate”) of membership up to a maximum of 179 days.

Alternatives:

Without this option, the district would not be able to comply with the ORS and OARS requiring alternative education options.

Staff Recommendation:

Staff recommends that the Board authorize the district to enter into the contract between Reynolds School District and Open School.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board authorize the district to enter into the contract between Reynolds School District and Open School.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

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

Contractor: _____

WITNESSETH:

1. The contractor shall provide RSD with the following information:

- a. Company Legal Name _____
- b. Contract Signer Name _____ Contract Signer Email _____
- c. Mailing Address _____
- d. Telephone Number _____
- e. Federal Tax ID No. _____ **Contractor must submit W-9 to RSD's Finance Department*
- f. Business Designation (check one) Individual Sole proprietorship Partnership
 Corporation Community College Other: _____

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

1099 Withholding Exemption:

If exempt from backup withholding (form 1099 reporting), check this box and check your qualifying reason below:

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

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

3. Contract Term:

This Contract becomes effective on: _____

Unless terminated earlier as provided below, this Contract shall continue through: _____

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: \$ _____

**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: \$ _____ per (period) _____

What is the total estimated compensation? \$ _____

Additional description of pay, if applicable:

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

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: *(Check all that apply)*

Exhibit A: Statement of Work Exhibit B: Contractor's Proposal Exhibit C: Insurance Requirements

Other (please describe): _____

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

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

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

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per occurrence, \$3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

_____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

_____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.
15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. **Ownership of Work Products.** Contractor agrees that any and all goods or services provided by or developed for RSD are intended as “works made for hire” by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor’s performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
23. **Work Performed on RSD Property.** Contractor shall comply with the following:
- a. **Identification:** When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
 - b. **Sign-in Required:** As required by schools and other RSD locations, each that day Contractor’s employees are present on RSD property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on RSD property.
 - c. **No Smoking:** All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - d. **No Drugs:** All RSD properties are drug-free zones as enforced by local law enforcement.
 - e. **No Weapons or Firearms:** Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
24. **Unsupervised Contact with Students.** This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.
25. **Confidentiality; FERPA Redisdisclosure.** Family Education Rights and Privacy Act (“FERPA”) prohibits the redisdisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisdisclosure of confidential student information must be in compliance with the redisdisclosure laws of FERPA. Contractor is not to redisdisclose information without prior written notification to ⁸⁵ and written permission of RSD.

26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
31. 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.
32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

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

Reynolds School District #7

Contractor

Signature of Superintendent or Authorized Signer

Signature of Contractor

Printed Name

Contractor Name

Title

Contractor Title

Date Signed

Date Signed

Review required for final authorization

Signature of Program Director

Date Signed

Signature of Site Manager

Date Signed

- Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)
- Board approval required if estimated charges exceed \$150,000 Board approval date: _____
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

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

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

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

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

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

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contractors and volunteers may not continue to provide services to the District even with these exceptions.

(Sign on following page)

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7

Contractor

Signature of Superintendent or Authorized Signer

Signature of Contractor

Printed Name

Contractor Name

Title

Contractor Title

Date Signed

Date Signed

EXHIBIT A
STATEMENT OF WORK

I. GENERAL

- a. Daily rate and COLA: The District will pay Open School equal to 80% of the District's estimated current year's average per student net operating expenditure for the dates of student enrollment and attendance. Students identified for additional support services through additional ADM weighing will receive those pass-through daily rates for services provided. The most recently available net operating expenditure information is found here:
<https://www.oregon.gov/ode/schools-and-districts/grants/Pages/K-12-School-Funding-Information.aspx/>.
- Based on the FY18-19 NOE figure released on 4/4/19, and the stated 1.09% increase for FY19-20, services are billable at \$49.25/day ("daily rate") of membership up to a maximum of 179 days.
- b. Invoicing: Contractor shall invoice the District monthly. District shall pay invoices net 30 days.
- c. Advance: If invoiced by Contractor, District shall provide a 10% advance of anticipated contract total (based on the number of students indicated in section II) in August of each school year.
- d. Calendar: Contractor shall adopt and implement a school calendar in which no more than 4 of the 179 days may be billed for staff professional development and teacher planning.
- e. Transportation: District is responsible for providing transportation to and from the school location in the form of either a monthly TriMet bus pass, two TriMet bus tickets per school day, or school bus transportation.

II. STUDENTS TO BE SERVED: The Contractor shall serve up to 40 students referred by the District under the following criteria:

- a. Identifying Students: District will identify students and Contractor will recruit and enroll students and families who meet these criteria. See Exhibit B Enrollment and Retention.
- b. Special Education: Contractor shall serve Special Education students.
- I. Special Education services shall be provided by District employed personnel in accordance with Individual Education Plan (I.E.P) mandates including: Special Education endorsed classroom teacher, School Psychologist, Speech/Language Pathologist, Occupational Therapist, Autism Specialist.
- II. Initial Evaluations and Individual Education Plans will be developed, maintained, and monitored by a team led by District employed Special Education staff and Open School staff.
- c. English Language Learners: Contractor shall serve English Language Learners (ELL).

- I. Contractor shall bill District up to one and a half times above listed daily rate for ELL students.
- II. Contractor shall provide ELL services including the following:
 - 1. Administration of a Home Language Survey upon enrollment
 - 2. Reporting of all required information to the District
 - 3. Programming that includes ELD instruction appropriate to level of English language proficiency, and core content delivery using sheltered instruction
 - 4. Administration of the state ELPA exam annually to all eligible students.

d. Pregnant and Parenting: Contractor shall serve Pregnant and Parenting students.

- I. Contractor shall bill the District up to two times above list daily rate for Pregnant and Parenting students.
- II. Contractor shall provide Pregnant and Parenting students with the following services:
 - 1. Childcare referral and support in accessing appropriate childcare leveraging all resources available to the student.
 - 2. Parenting education aligned with Oregon Department of Education standards as per ORS336.360.
 - 3. Individual advocacy, counseling, and group work.
 - 4. Home instruction provided for a minimum of four hours per week, while student is out on maternity or paternity leave and/or bed rest.

III. **STANDARDS OF OPERATION:** Contractor shall maintain standards of operation and quality consistent with AdvancED Accreditation Standards for Quality Schools including:

- a. Purpose and Direction: Maintain and communicate a purpose and direction that commits to high expectations for learning as well as shared values and beliefs about teaching and learning.
- b. Governance and Leadership: Operate under governance and leadership that promotes and supports student performance and institutional effectiveness.
- c. Teaching and Assessing for Learning: Curriculum, instructional design and assessment practices guide and ensure teacher effectiveness and student learning.
- d. Resource and Support Systems: Have resources and provide services that support purpose and direction to ensure success for all students.
- e. Using Results for Continuous Improvement; Implement a comprehensive assessment system that generates a range of data about student learning and institutional effectiveness and use the results to guide continuous improvement.

IV. **ACCOUNT ABILITY MEASURES AND REPORTING**

- a. Contractor will work with District personnel to establish annual Student Performance Objectives in the areas of student progress, school connection, school climate and successful completion.
- b. Contractor will submit an annual, written report on progress toward Student

Performance Objectives to district personnel for review by July 31st of each year.

- c. Contractor will use the District's confidential student database ("Synergy") to report on student enrollment status, attendance, schedule, grades, credit attainment discipline and state testing results.

EXHIBIT B
RECRUITMENT AND RETENTION STRATEGY
(to be reviewed annually in February)

I. STUDENT IDENTIFICATION

- a. Identification: Districts will identify students eligible for services and submit contact information to the Contractor.
- b. Student's Educational Needs: "Per ORS 3366.631 (3), prior to placement of a student in a private alternative program, the resident district shall determine whether the proposed placement best serves the student's educational needs and interests and assists the student in achieving the district and state academic standards.

II. ENROLLMENT

- a. Enrollment of Students: Contractor will enroll students eligible for services through a series of phone calls, meetings, events and home visits.
- b. Admissions Points: Contractor will work to enroll students at the beginning of the school year and at appropriate transition points such as the new semester and during the transition from middle school to high school. Additional enrollment points may occur with attrition to be negotiated with the District.
- c. Enrollment Targets: Contractor will work to have a fully enrolled program by August of the school year. In the case of low enrollment, Contractor will work in partnership with District to fully enroll the program as soon as possible. See section III b.
- d. District Student Demand: Contractor and Districts will work to adjust enrollment targets by individual District demand. Enrollment should not fall short of projected numbers; however, student slots may be redistributed between districts.

III. RETENTION: Contractor will work with students, families and District to maintain a fully enrolled program.

- a. Attrition: The Contractor may not enroll more than 48 students, as averaged across the school year. The District will work with the Contractor to fill any vacant slots resulting from attrition.
- b. Inter-district Student Movement: Should students move out of the school district from which they were originally enrolled, the District and Contractor will work together to ensure the student's retention *in* the program.



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 Assistant Superintendent of Student & Family Services

Subject: EduPoint Contract Amendment

Policy: [Education Records/Records of Students with Disabilities – IGBAB/JO](#)

Date: October 27, 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 4: Professional Development

We will offer continuous learning opportunities from onboarding to retirement for all staff to develop skills, knowledge, and confidence to accelerate student outcomes.

Summary:

This is an amendment to the EduPoint Contract providing Synergy Analytics services to Reynolds School District. The amendment extends the contract to June 30, 2023 with the option for five automatic one-year renewals.

Previous Board Action:

Not applicable

Background:

EduPoint provides Synergy support to Reynolds School District. Synergy is the Student Information Management System used by all staff throughout the district to access student records and vital information. The addendum will provide additional analytics that will assist the Student Information Management and Records team to be more effective running reports that include student data.

Financial Implications:

Exhibit B, Synergy Suite Pricing by Business Model is amended, which reflects no change to license fees and a 3% annual increase for maintenance and support beginning with 2018 renewals. The original contract’s total 5-year cost is \$210,000.

Alternatives:

The District can continue using Synergy without analytic support.

Staff Recommendation:

Staff recommends that the Board authorize the District to enter into the contract addendum between Reynolds School District and EduPoint.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board authorize the District to approve the contract addendum between Reynolds School District and EduPoint.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Amendment 4

To Master Price Agreement G-2012-100

The Agreement is amended as follows:

1. The Contract End Date is extended to June 30, 2023 with the option for five (5) automatic one year renewals.
2. Edupoint agrees to join the Ed-Fi Partner Program, Ed-Fi certification, and maintain certification for future releases.
3. Exhibit B, Synergy Suite Pricing by Business Model is amended as follows, which reflects no change to license fees and a 3% annual increase for maintenance and support beginning with 2018 renewals:

Synergy Suite Pricing by Business Model
(based on Prior Year's State Published ADMr)

	School District Price Model		ESD Price Model	
	Model 1 - SD Perpetual License / Locally Hosted	Model 2 - SD Subscription / Edupoint Hosted as ASP	Model 3 - ESD (as ASP) Perpetual License / Locally Hosted	Model 4 - ESD (or SD acting as a service agency) (as ASP) Subscription / Edupoint Hosted
License Fees Synergy SIS, Gradebook, Synergy Special Education, MSB, Parent VUE/ADMrVUE	\$10.00 Per ADMr First Year Only	\$4.00	\$10.00 Per ADMr First Year Only	\$4.00
Implementation	\$10.00 First Year Only	\$2.00 1st 5 years only	\$2.00 First Year Only	\$0.40 1st 5 years only
Support				
2018	\$1.13	\$1.13	\$0.93	\$0.93
2019	\$1.17	\$1.17	\$0.95	\$0.95
2020	\$1.20	\$1.20	\$0.98	\$0.98
2021	\$1.24	\$1.24	\$1.01	\$1.01
2022	\$1.28	\$1.28	\$1.04	\$1.04
Maintenance				
2018	\$2.06	Included	\$2.06	Included
2019	\$2.12	Included	\$2.12	Included
2020	\$2.19	Included	\$2.19	Included
2021	\$2.25	Included	\$2.25	Included
2022	\$2.32	Included	\$2.32	Included
Hosting Services				
2018	n/a	\$1.55	n/a	\$1.55
2019	n/a	\$1.59	n/a	\$1.59
2020	n/a	\$1.64	n/a	\$1.64
2021	n/a	\$1.69	n/a	\$1.69
2022	n/a	\$1.74	n/a	\$1.74
Additional Third Party Connections				
2018	n/a	\$0.031	n/a	\$0.031
2019	n/a	\$0.032	n/a	\$0.032
2020	n/a	\$0.033	n/a	\$0.033
2021	n/a	\$0.034	n/a	\$0.034
2022	n/a	\$0.035	n/a	\$0.035
Optional Services System Admin, Release Mgmt , Backup, and Disaster Recovery	Not Included	Included	Not Included	Included
Escrow	Included	Included	Included	Included

Pricing Notes:

- Districts newly adopting the Synergy solution will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Existing districts will be grandfathered in without a minimum student count and will use the prior year's ADMr.
- Districts newly adopting an Edupoint hosted Synergy solution or moving to Edupoint hosting will utilize a minimum ADMr count of 500 ADMrs should actual ADMr be less than 500 to determine cost for hosting. Districts already Edupoint hosted will use prior year's ADMr.
- Hosting cost reflects an annual cost for a shared cloud deployment with a production and training environment. Extra environments require an additional fee. Hybrid Cloud and Dedicated Cloud are additional options which require a higher fee. Hosting rates above include 1 terabyte of storage. As additional storage is needed or if system usage increases due to adoption or utilization of additional modules, additional hosting costs will apply. Edupoint reserves the right to increase hosting costs annually at a rate not to exceed 5%. For districts transitioning to an Edupoint hosted solution, additional service days will be needed to coordinate and move environments.
- Third-party Integrations are integrations with third-party products that require an automated flow of data in or out of Synergy. Districts newly adopting the Synergy solution, who will be integrating third-party products will be charged an annual integration fee per product (rates are listed in the table above). The total annual minimum price for all integrations is \$1,000. Districts with existing 3rd party connections will continue to use prior year's ADMr.

**Synergy Special Education Pricing by Business Model
(based on Prior Year's State Published ADMr)**

		School District Price Model	
		Model 1 - SD Subscription / Self- Hosted	Model 2 - ESD (or SD acting as service agency) as ASP - Subscription / Self- Hosted
Subscription License Fees	2018	\$2.47	\$2.47
	2019	\$2.55	\$2.55
	2020	\$2.62	\$2.62
	2021	\$2.70	\$2.70
	2022	\$2.78	\$2.78
Implementation		\$2.75 First Year Only	\$2.75 First Year Only
Support, Maintenance & Escrow		Included	Included
Hosting Services		Not Available	Not Available

Pricing Notes:

- Districts newly adopting the Synergy solution or newly adding Synergy SE will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Districts currently utilizing the Synergy Special Education will be grandfathered in without a minimum student count and will use the prior year's ADMr.
- SIS/Synergy SE Integration - The implementation fee includes the development of an interface to the district/ESD's SIS system of record (SOR). The interface will export ADMr demographic information, test history and attendance data required for special education nightly into the Synergy SE system.
- Training - Synergy SE training price assumes a Train-the-Trainer model in which Edupoint will train up to 15 staff members.
- Data Conversion - Synergy SE data conversion price assumes district capture of PDF copies of all documents to be attached to individual ADMr files in the Synergy Historical Documents tab.
- Service Days Included: Should school districts consider implementing Special Ed only first, they can contract Edupoint directly to determine implementation days included with this rollout schedule.

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**LessonVUE Pricing by Business Model
(based on Prior Year's State Published ADMr)**

		Perpetual License
License Fees		\$1.00 First Year Only
LessonVUE		
Implementation		2 days minimum See Note 2
Support	2018	\$0.21
	2019	\$0.21
	2020	\$0.22
	2021	\$0.23
	2022	\$0.23
Maintenance	2018	\$0.41
	2019	\$0.42
	2020	\$0.44
	2021	\$0.45
	2022	\$0.46

		Subscription License
Implementation		2 days minimum See Note 2
License	2018	\$0.72
	2019	\$0.74
	2020	\$0.76
	2021	\$0.79
	2022	\$0.81

Pricing Notes:

- Districts newly adopting the Synergy solution with LessonVUE or newly adding LessonVUE will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Districts currently utilizing LessonVUE will be grandfathered in without a minimum student count and will use the prior year's ADMr.
- Implementations are based on the needs of the district. Minimum implementation is 2 service days. For ESD supported districts, the initial implementation of the module will require the minimum number of service days. Subsequent implementations of the same module will not require a minimum number of implementation days.
- Synergy SIS and Gradebook are required in order to implement the optional LessonVUE module.

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**Online Student Registration (OLR) Pricing by Business Model
(based on Prior Year's State Published ADMr)**

		Perpetual License
License Fees		\$2.00
OLR		First Year Only
Implementation		2 days minimum See Note 2
Support & Maintenance		
	2018	\$0.82
	2019	\$0.85
	2020	\$0.87
	2021	\$0.90
	2022	\$0.93

		Subscription License
Implementation		2 days minimum See Note 2
License		
	2018	\$1.03
	2019	\$1.06
	2020	\$1.09
	2021	\$1.13
	2022	\$1.16

Pricing Notes:

1. Districts newly adopting the Synergy solution with OLR or newly adding OLR will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Districts currently utilizing OLR will be grandfathered in without a minimum student count and will use the prior year's ADMr.
2. Implementations are based on the needs of the district. Minimum implementation is 2 service days. For ESD supported districts, the initial implementation of the module will require the minimum number of service days. Subsequent implementations of the same module will not require a minimum number of implementation days.
3. Districts currently using OLR with a contract signed prior to March 1, 2018 will be grandfathered in for support and maintenance at the rates indicated in their signed contract. Once the contract term is expired, licensing will revert to the standard pricing above.

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**Assessment Pricing by Business Model
(based on Prior Year's State Published ADMr)**

		Perpetual License
License Fees		\$2.50
Assessment		First Year Only
Implementation		2 days minimum See Note 2
Support & Maintenance		
	2018	\$1.03
	2019	\$1.06
	2020	\$1.09
	2021	\$1.13
	2022	\$1.16

		Subscription License
Implementation		2 days minimum See Note 2
License		
	2018	\$1.29
	2019	\$1.33
	2020	\$1.37
	2021	\$1.41
	2022	\$1.45

Pricing Notes:

1. Districts newly adopting the Synergy solution with Assessment or newly adding Assessment will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Districts currently utilizing Assessment will be grandfathered in without a minimum student count and will use the prior year's ADMr.
2. Implementations are based on the needs of the district. Minimum implementation is 2 service days. For ESD supported districts, the initial implementation of the module will require the minimum number of service days. Subsequent implementations of the same module will not require a minimum number of implementation days. If Assessment and GradeCam are licensed and implemented at the same time minimum implementation service days will remain at 2.
3. Districts currently using Assessment with a contract signed prior to March 1, 2018 will be grandfathered in for support and maintenance at the rates indicated in their signed contract. Once the contract term is expired, licensing will revert to the standard pricing above.

**INSPECT Test Item Bank Pricing by Business Model
(based on Prior Year's State Published ADMr)**

		Subscription
Subscription License Fees	2018	\$2.20
	2019	\$2.27
	2020	\$2.33
	2021	\$2.40
	2022	\$2.48
Implementation	2 days minimum See Note 2	
Support & Maintenance	Included	

Pricing Notes:

1. Districts newly adopting the Synergy solution with INSPECT Test Item Bank or newly adding INSPECT Test Item Bank will utilize a minimum ADMr count of 250 ADMr should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Districts already utilizing INSPECT Test Item Bank will use prior year's ADMr.
2. Implementations are based on the needs of the district. Minimum implementation is 2 service days. For ESD supported districts, the initial implementation of the module will require the minimum number of service days. Subsequent implementations of the same module will not require a minimum number of implementation days.

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**Cerica Test Item Bank Pricing by Business Model
(based on Prior Year's State Published ADMr)**

		ELA	Math	Math & ELA	Science & Social Studies	Math, ELA, Science & Social Studies
Subscription License Fees	2018	\$0.90	\$0.90	\$1.50	\$0.90	\$2.25
	2019	\$0.93	\$0.93	\$1.55	\$0.93	\$2.32
	2020	\$0.95	\$0.95	\$1.59	\$0.95	\$2.39
	2021	\$0.98	\$0.98	\$1.64	\$0.98	\$2.46
	2022	\$1.01	\$1.01	\$1.69	\$1.01	\$2.53
Implementation	2 days minimum See Note 2					
Support & Maintenance	Included	Included	Included	Included	Included	

Pricing Notes:

1. Districts newly adopting the Synergy solution with Cerica Test Item Bank or newly adding Cerica Test Item Bank will utilize a minimum ADMr count of 250 ADMr should actual ADMr be less than 250 to determine costs for license fees, support and maintenance.
2. Implementations are based on the needs of the district. Minimum implementation is 2 service days. For ESD supported districts, the initial implementation of the module will require the minimum number of service days. Subsequent implementations of the same module will not require a minimum number of implementation days.
3. Synergy SIS and Gradebook are required in order to implement the optional Cerica Test Item Bank module.

GradeCam Pricing by Business Model
(based on Prior Year's State Published ADMr)

		Subscription
Subscription License Fees	2018	\$0.80
	2019	\$0.82
	2020	\$0.85
	2021	\$0.87
	2022	\$0.90
Implementation		2 days minimum See Note 2
Support & Maintenance		Included

Pricing Notes:

1. Districts newly adopting the Synergy solution with GradeCam or newly adding GradeCam will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance. Districts already utilizing Assessment will use prior year's ADMr.
2. Implementations are based on the needs of the district. Minimum implementation is 1 service days. For ESD supported districts, the initial implementation of the module will require the minimum number of service days. Subsequent implementations of the same module will not require a minimum number of implementation days. If GradeCam is implemented at the same time as Assessment, no additional service days will be required.
3. Synergy SIS and Gradebook are required in order to implement the optional GradeCam module.

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LMS Integration
(based on Prior Year's State Published ADMr)

		Subscription
Subscription License Fees	2018	\$1.00
	2019	\$1.03
	2020	\$1.06
	2021	\$1.09
	2022	\$1.13
Implementation		2 days minimum See Note 2
Support & Maintenance		Included

Pricing Notes:

1. LMS Integration will utilize a minimum ADMr count of 250 ADMrs should actual ADMr be less than 250 to determine costs for license fees, support and maintenance.
2. Implementations are based on the needs of the district. Minimum implementation is 2 days.
3. Edupoint supports LMS integrations with Schoology and Canvas.

**Synergy Technology Pricing by Business Model
(based on Prior Year's State Published ADMr)**

	ST Developer - Perpetual License Only	ST Subscriber - Subscription Model Only
License Fee		
Synergy Technology - 2018 Years 2 - 5	\$1.50 Included	\$0.00
2019		\$0.21
2020		\$0.21
2021		\$0.22
2022		\$0.23
Implementation		
Training	10-15 days See Note 2	See Note 3
Support		
2018	\$0.21	Included
2019	\$0.21	Included
2020	\$0.22	Included
2021	\$0.23	Included
2022	\$0.23	Included
Maintenance		
2018	\$1.03	Included
2019	\$1.06	Included
2020	\$1.09	Included
2021	\$1.13	Included
2022	\$1.16	Included
Hosting Services	Not Available	Not Available
Escrow	Included	Included

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Pricing Notes:

1. The Synergy Technology (ST) Developer Perpetual License requires a minimum perpetual license fee of \$30,000 as well as minimum fees of \$3,000 for support and \$15,000 for maintenance. Implementation services are available on the daily rates shown on Edupoint's Billable Rate Schedule.
2. Implementations are based on the needs of the district. Minimum Implementation is 10 days.
3. The Synergy Technology (ST) Subscriber license is free in year one and is at the rates stated above for years 2-5 and does not include implementation services. If the subscriber desires, Edupoint can provide implementation and training assistance on a daily rate basis.
4. The Synergy Technology (ST) Developer kit includes the developer's version of the ST Application Development Framework and the Synergy application source code.
5. All enhancements, extensions, and new modules developed by ST Developers must be submitted to Edupoint for review and approval prior to any distribution outside the ST Developers direct service customers.
6. Although Edupoint has experience with licensing its ST Application Development Framework to individual school districts for their own use, the concept of licensing ST to a licensee that will subsequently produce derivative works and share such products with other licensees on an extensive basis is a new concept to Edupoint. As such Edupoint has concerns about how to price this concept, how to ensure that such derivative works do not jeopardize tight timeline based implementation plans and commitments, how to ensure that such derivative works are of publishable quality, and how to ensure that the use of such derivative works by others does not jeopardize the reliability and performance of the base product for which Edupoint has contractual warranty and ongoing support and maintenance responsibilities. The pricing (license fees, implementation, support and maintenance) Edupoint included in its price proposal to OSIS for ST Developers is consistent with the pricing given to those school districts now using ST. In order to address Edupoint's concerns about ensuring that the derivative works developed by OSIS ST Licensees are of publishable quality and when installed in other OSIS Licensee's production environments do not destabilize such environments, Edupoint developed the concept of the ST Subscriber and included a small per ADMr per year fee to offset Edupoint's cost of providing an ongoing review and moderation service. Under this concept, the derivative works developed by ST Developers would be submitted to review and moderation by Edupoint before being published to the OSIS Licensee base. Edupoint would identify any issues with the derivative works prior to publication and work with the ST Developer to address and resolve these issues prior to publication of the derivative work.
7. To address Edupoint's concern about the potential negative impact on implementation project timelines of an ST Developer Licensee attempting to use ST to develop either extensions to the Synergy SIS or custom code to integrate the Synergy SIS to other applications, Edupoint recommends as a matter of best practice that ST developer licensees refrain from such activities until their implementations projects are complete. Delaying the initiation of ST development activities by an ST Developer Licensee until after implementation is complete also carries the advantage of delaying ST-relating licensing, implementation, and support and maintenance costs to a later date.
8. As a point of clarification, an SD that became an ST Developer Licensee would be free to produce and use derivative works for their own internal purposes and an ESD that became an ST Developer Licensee would be free to produce and use derivative works for their own internal purposes and for the purpose of providing enhanced Synergy-based SIS services to its customer school districts without being subject to Edupoint's review and moderation service and without having to pay ST Subscriber Fees. Obviously, the ST Developer would assume all responsibilities for the support and maintenance of the derivative works produced and placed into production.

Synergy RTI Pricing by Business Model
(based on Prior Year's State Published ADMr)

		Subscription
Subscription License Fees	2018	\$2.50
	2019	\$2.58
	2020	\$2.65
	2021	\$2.73
	2022	\$2.81
Implementation		5 days minimum See Note 2
Support & Maintenance		Included

Pricing Notes:

1. Districts adding Synergy RTI will utilize a minimum ADMr count of 3,000 ADMr should actual ADMr be less than 3,000 to determine costs for subscription license fees.
2. Implementations are based on the needs of the district. Minimum implementation is 5 days.
3. On an annual basis Edupoint will evaluate the need to require the minimum ADMr and the minimum implementation days.
4. Synergy SIS and Gradebook are required in order to implement the optional RTI module.
5. Early Adopter pricing will be honored for the term of the Early Adopter agreement. At the end of the agreement term pricing will revert to the standard pricing above.

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Synergy Analytics Pricing by Business Model
(based on Prior Year's State Published ADMr)

		Subscription
Subscription License Fees	2018	\$3.75
	2019	\$3.86
	2020	\$3.98
	2021	\$4.10
	2022	\$4.22
Implementation		5 days minimum See Note 2
Support & Maintenance		Included

Pricing Notes:

1. Districts adding Synergy Analytics will utilize a minimum ADMr count of 3,000 ADMr should actual ADMr be less than 3,000 to determine costs for subscription license fees.
2. Implementations are based on the needs of the district. Minimum implementation is 5 days.
3. On an annual basis Edupoint will evaluate the need to require the minimum ADMr and the minimum implementation days.
4. Synergy SIS are required in order to implement the optional Analytics module.
5. Edupoint will be licensing pre-built data domain views to provide out-of-the-box analytics views for data areas such as discipline, attendance, special programs, and ADMr grades/performance. These data domains are not required to use Analytics, and will be offered for an additional annual license fee as shown below.

	Annual License Fee
Per student cost	
1 domain	\$0.25
2 domains	\$0.50
3 domains	\$0.75
All domains	\$1.00

Synergy / Edupoint Premium Maintenance Plans Additional Annual Fee						
	Basic (0 Users Conference Registrations with Travel)	Copper (1 Users Conference Registration with Travel)	Bronze (2 Users Conference Registrations with Travel)	Silver (3 Users Conference Registrations with Travel)	Gold (4 Users Conference Registrations with Travel)	Platinum (5 Users Conference Registrations with Travel)
2018	\$0.00	\$1,545.00	\$3,090.00	\$4,635.00	\$6,180.00	\$7,725.00
2019	\$0.00	\$1,591.35	\$3,182.70	\$4,774.05	\$6,365.40	\$7,956.75
2020	\$0.00	\$1,639.09	\$3,278.18	\$4,917.27	\$6,556.36	\$8,195.45
2021	\$0.00	\$1,688.26	\$3,376.53	\$5,064.79	\$6,753.05	\$8,441.32
2022	\$0.00	\$1,738.91	\$3,477.82	\$5,216.73	\$6,955.64	\$8,694.56

A La Carte Services	
Days	
System Configuration Health Check	2 days remote services
School Readiness Check	2 days remote services

- Lower cost early adopter pricing on add-on modules might supersede these module pricing agreements and are separately negotiated with consortiums or districts.
- For districts who initially begin using add-on modules (LessonVUE, OLR, and Assessment) under a subscription model and desire to convert to a perpetual module, 25% of the first four year's subscription cost will be applied as a discount to the perpetual license.

- For example if a district paid subscription license fees for LessonVUE in 2018 and 2019 of \$0.72 and \$0.74 per student, then decided to purchase a perpetual license in 2020 the cost would be a first year license cost of \$0.64 per student (\$1.00 less 25% of \$0.72 or \$0.18 and 25% of \$0.74 or \$0.18).

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The discount to transition from subscription to perpetual only applies for LessonVUE, OLR and Assessment optional modules, and only for districts that have a continuous time period of subscription licensing for LessonVUE, OLR or Assessment.

For districts who initially begin using an add-on modules (LessonVUE, OLR, Assessment and ST) under a perpetual model and which to move to a subscription model, the next renewal period after Edupoint is notified of the desire to change the subscription price will apply.

- Edupoint's daily rate for services are shown below. Onsite services require a minimum of three (3) concurrent days. All travel for onsite services must be in place at least two business weeks in advance. All travel costs are included in the Onsite rates shown below. Remote services require a minimum of ½ day of service.

	Daily Rate for Services Excluding Systems		Daily Rate for Systems Reviews	
	Onsite	Remote	Onsite	Remote
2018	\$1,750.00	\$1,500.00	\$2,250.00	\$2,000.00
2019	\$1,757.50	\$1,500.00	\$2,257.50	\$2,000.00
2020	\$1,765.23	\$1,500.00	\$2,265.23	\$2,000.00
2021	\$1,773.18	\$1,500.00	\$2,273.18	\$2,000.00
2022	\$1,781.38	\$1,500.00	\$2,281.38	\$2,000.00

- Exhibit G will be removed with the exception of the three tickets listed below which are still in development and will be based on mutually agreed upon FSDs.
 - HD 130640 – OR Schools need the ability to setup alerts to notify students of attendance issues of other issues – Parent Portal Alerts

- HD 124717 – When choosing to post specific assignments to students and parents, teachers can specify the date with the assignment will appear on the portals
 - HD 128554 – Student Course Planner for OSIS
8. Edupoint agrees to follow Oregon State Laws for Data Incident notification (ORS 646A.622).
 9. Edupoint will have a SOC 2 report issued on a biennial basis and is willing to share the results with any OSIS district willing to sign a non-disclosure agreement. The first report will be issued no later than July 31, 2019.
 10. Edupoint shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Service Edupoint's expense in accordance with applicable privacy rights, laws, regulations and standards. Edupoint shall reimburse Customer for reasonable costs incurred by Customer in responding to, and mitigating damages caused by, any Security Breach arising from the failure of Edupoint's technology services, or an error, or omission, in the content of, and information from, Edupoint, including all costs of notice and/or remediation.
 11. Edupoint shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by Edupoint, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by Edupoint, at Edupoint's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter. Edupoint will maintain minimum coverage as detailed below:
 1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
 - a. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - b. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - c. Data breach expenses, in an amount not less than \$5,000,000 and payable, whether incurred by the Department or Edupoint; for and on behalf of the Department, including, but not limited to:
 - i. Consumer notification, whether or not required by law;
 - ii. Forensic investigations;
 - iii. Public relations and crisis management fees; and
 - iv. Credit or identity monitoring, or similar remediation services.

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The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of Edupoint's technology services, or an error, or omission, in the

content of, and information from, Edupoint. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: Personally-Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are pegged to this Agreement:

Number of PII Records	Insurance
1 through 3,000	\$400,000
3,001 through 100,000	\$1,000,000
100,001 through 1,000,000	\$5,000,000
Greater than 1,000,000	\$10,000,000

Compliance with Federal Accessibility Requirements. The provider acknowledges and warrants that the provider is responsible for compliance, and during the Term of this Contract shall use commercially reasonable efforts to remain in compliance, with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements pertaining to digital resources, software, and other information technology as set forth in Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Provider agrees to promptly respond to, resolve, and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to District at no cost.

12. For any district participating in Early Adopter programs on or after 11/1/2017, the pricing for the Early Adopter program would be honored for the term of the Early Adopter agreement.

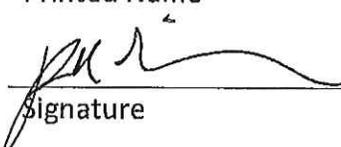
In executing this amendment, it is agreed that all other terms, conditions and provisions to the Agreement remain in effect; and the Software License Agreements remains in force and unchanged.

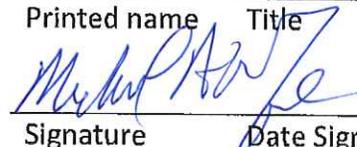
Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

Salem-Keizer School District 24J
2450 Lancaster Dr NE #220
Salem, OR 97035
(503) 399-3000

Michael D. Wolfe

Chief Operations Officer

Rob Wilson	President
Printed Name	Title
	3/20/2018
Signature	Date Signed

Printed name	Title
	3/23/18
Signature	Date Signed

COPY

Master Price Agreement G-2012-100

This Master Price Agreement is by and between Salem-Keizer School District 24J ("Administering Contracting Agency") and Edupoint Educational Systems, LLC, a limited liability corporation located in Mesa Arizona ("Company") for the purpose of procuring and implementing a student information system ("Licensed Software Product").

This agreement was solicited by the Administering Contracting Agency as a Joint Cooperative Procurement pursuant to ORS 279A.210 on behalf of the Oregon Student Information System Consortium ("OSIS"). OSIS is a cooperative procurement group as defined in ORS 279A.200 (1)(c) created by intergovernmental agreement ("IGA") pursuant to ORS Chapter 190 for the purpose of this solicitation. Members of OSIS are Oregon School Districts ("Districts") and Oregon Education Service Districts ("ESDs"), as listed in Exhibit B, figures 1 – 3. Pursuant to ORS 279A.200 to ORS 279.225, the purpose of the Joint Cooperative Procurement is to allow each OSIS member or consortium of members to procure the Licensed Software Product through a single solicitation and pursuant to the terms and conditions of this Agreement.

The work under this Agreement includes the successful implementation of a student information system meeting the requirements as described in Request for Proposals 2011-94 (RFP) and Company's response dated August 16, 2011 (Response), as amended during the negotiating process. Both RFP and Response are hereby incorporated by reference into this Agreement.

The following Exhibits are included in this document and made a part of this Agreement. Any conflict between the terms of the Exhibits and this Agreement are resolved in favor of this Agreement.

Exhibit A – Implementation Services Agreement

Exhibit B – Payment Schedule

Exhibit C – Perpetual Software License Agreement

Exhibit D – Perpetual Software Maintenance Agreement

Exhibit E – Subscription Software License Agreement

Exhibit F – Subscription Software Maintenance Agreement

Exhibit G –Future Requirements 1_17_12

Exhibit H – Software Source Code Escrow Agreement

Exhibit I – Insurance

Exhibit J – OSIS Participating Districts – November, 2011

1. Definitions

- 1.1. **Company:** Edupoint Educational Systems, LLC, and its representatives performing services under this Master Price Agreement.
- 1.2. **Licensee:** The OSIS member that contracts to purchase the Licensed Software Product pursuant to this Agreement
- 1.3. **Acceptance:** Date on documentation signed by Licensee stating they are accepting the results of user acceptance testing.
- 1.4. **Cooperative Group:** Two or more school districts or an ESD with at least one OSIS member working cooperatively, having a minimum combined enrollment equal to or greater than 20,000 ADMr. Cooperative Groups are indicated in Figure 3 of Exhibit B.
- 1.5. **Defect:** System performance that is materially incorrect, inaccurate, or does not meet the requirements set forth in the RFP and the Company's user manuals.
- 1.6. **Deficiency:** A determination by the Licensee of materially insufficient performance by Company based on the Agreement.
- 1.7. **Effective Date:** The latest date entered into the signature block on the Master Price Agreement document. The document comes into effect on this date.
- 1.8. **Initial Installation:** Loading of the Licensed Software Products onto Licensee's server. Occurs within 30 days of effective date.
- 1.9. **User Acceptance Test (UAT)** Licensee driven procedure used to test the new student information system to ensure it is ready for use.
- 1.10. **Project Success:** Meeting the scope of work, requirements defined in the RFP and timelines established within the Project Plan, as it may be amended by mutual agreement of both parties.
- 1.11. **Project Failure:** Failure to perform the work defined within the Project Plan within the time and cost constraints imposed by the Project Plan, as it may be amended by mutual agreement of both parties.

2. Cooperative use of this Agreement by Licensees

- 2.1. COOPERATIVE USE:** Pursuant to ORS 279A.200 to ORS 279A.225 and the RFP, a Licensee may elect to purchase the Licensed Software Product from Company based upon the terms and conditions of this Agreement by separately executing an analog of this Agreement with the Company. Company agrees to extend the terms and conditions of this Agreement to any Licensee who elects to enter into this Agreement. No material change may be made to the terms, conditions or prices as set forth in this Agreement.
- 2.2. PAYMENT:** Each Licensee shall identify the module(s) that it intends to purchase and implement. Such document will be executed by the Company and the Licensee and shall become an addendum to this Agreement. The compensation to Company shall be at the rate established in Exhibit B (Payment Schedule). Payments shall occur at completion of project events identified in Exhibit B (Payment Schedule), and the mutually agreed upon Project Plan as defined in this Agreement. Annual maintenance payments shall be additional as presented in Exhibit B (Payment Schedule).
- 2.3. PROJECT PLAN:** Company and Licensee agree to execute a mutually agreed upon Project Plan as described in Exhibit A (Implementation), within 30 days of execution of the Agreement between the Licensee and Company. The Project Plan and its associated documents are only for planning and management of the implementation, and may not include additional terms, conditions or penalties. The Project Plan shall define the project to ensure costs are within the Agreement amount and do not alter the scope or jeopardize the project goals defined in the RFP documents. Exhibit B (Payment Schedule) shall be amended to reflect deletions or additions of customizations or interfaces identified through this process, and shall state the not-to-exceed amount payable to Company upon the successful completion of project events identified in Exhibit A (Implementation).
- 2.4. CHANGE ORDERS:** The Project Plan may be amended during the project by a written Change Order as outlined in Exhibit A – (Implementation), unless the change results in a material monetary change. A “material monetary change” is defined as an amount in excess of 3% of the original Agreement not to exceed amount. Any single Change Order in excess of 3% of the original Agreement not to exceed amount requires an Agreement Amendment as described in Section 1.5.
- 2.5. AMENDMENTS:** This Agreement may be amended by written consent of both parties. Amendments are required for any Change Order resulting in a monetary change in excess of 3% of the original Agreement not-to-exceed amount. Any Amendment exceeding 20% of the original Agreement not-to-exceed amount, or any Amendment causing the aggregate amended price to exceed 33% of the original Agreement not-to-exceed amount requires Administrative approval before becoming effective.

Administrative approval shall be as defined for each Licensee, and may include approval by the Licensee's Board of Directors.

3. General Terms and Conditions

3.1. Mutual Waiver of Consequential Damages. Company and Licensee waive all claims against each other for all incidental, consequential, and indirect damages arising out of or relating to this Agreement. Expressly excluded from this waiver are any damages resulting from the gross negligence, fraudulent misrepresentation, intentional destruction of property, or breach of confidentiality by Company or Licensee.

3.2. Indemnification and Insurance.

3.2.1. Intellectual Property Infringement.

3.2.1.1. Company shall indemnify, defend, and hold Licensee harmless from any claim of other persons or entities (including reasonable legal fees) with respect to any claimed infringement of patents, copyrights, trade secrets, or proprietary rights, provided Licensee gives reasonable and timely written notice of any such claims to Company.

3.2.1.2. Company's obligation to indemnify the Licensee as set forth above is conditioned on the Licensee providing to Company prompt notification of any claim or potential claim of which the Licensee becomes aware that may be the subject of those Sections. Company shall have control of the defense and settlement of any intellectual property claim; however, neither Company nor any attorney engaged by Company shall defend the claim in the name of the Licensee, nor purport to act as legal representative of the Licensee without the approval of the Licensee's Board of Directors, nor shall Company settle any claim on behalf of the Licensee without the approval of the Licensee's Board of Directors. The Licensee may, at its election and expense, assume its own defense and settlement, in the event that the Licensee determines that Company is prohibited from defending the Licensee, is not adequately defending the Licensee's interests, or that an important governmental principle is at issue and the Licensee desires to assume its own defense.

3.2.2. Personal Injury and Property Damage. Company shall defend, indemnify, and hold Licensee, its officers, agents, and employees, harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this Contract or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This

Contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the Licensee, but is in addition to such common law or statutory provisions.

3.2.3 Company shall provide insurance in accordance with Exhibit H.

3.3. Invoices: Company must submit invoices to the Licensee's designated address. All invoices must reference the Licensee purchase order issued to Company. Invoices shall itemize all approved change order increases and credits. All materials and services furnished must be received, inspected and accepted by the Licensee before payment shall be approved. Payments shall be made within 30 days of acceptance of service or delivery of materials, or receipt of invoice, whichever is later.

3.4. Non-Assignability: Neither party may assign the Agreement without prior written notice to the other party, except that Company may, with prior written notice to the Licensee, assign the Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Company's assets.

3.5. Term of Agreement: The term of this agreement is for a period of five years from the date signed by both parties. The Agreement may be extended in one year increments for an additional five extensions.

3.6. Suspension or Termination for Cause: Time and the strict and literal performance on the part of Company of every material term and condition of the Agreement as specified in the Agreement documents are of the essence.

3.6.1. The Licensee shall have the right to declare the Agreement terminated for nonperformance if it is not being executed according to the intent and meaning of the Agreement.

3.6.2. The Licensee may immediately suspend or terminate the Agreement, in whole or in part:

3.6.2.1. If Company fails to observe or perform any condition or material obligation in this Agreement.

3.6.2.2. If Company fails to correct any breach within thirty (30) Business Days of receiving notice.

3.6.2.3. If Company refuses or fails to supply enough properly skilled workers or proper materials.

3.6.2.4. If Company fails to make prompt payment to sub-contractors or for materials or labor.

3.6.2.5. If, after notification, Company persistently disregards laws or ordinances.

3.6.2.6. If Company should otherwise be guilty of violating any provision of this Agreement.

- 3.6.3. Work stoppage, suspension, or termination shall not in any way invalidate any terms of the Agreement, and no extra charges shall be allowed by Company by reason of such stoppage or suspension.
- 3.6.4. The stoppage, suspension, or termination of work shall not prejudice the Licensee's right to exercise any other available legal and/or equitable remedies under this Agreement. If the Licensee stops or suspends work and the issue is not Company's fault, upon resumption of work, the delivery dates will be adjusted by the number of days work was stopped.
- 3.6.5. In addition, the Licensee's suspension or termination of Company's work shall not be construed as terminating or suspending the licenses granted under this Agreement.
- 3.6.6. Upon failure of Company to perform on such term or condition, the Licensee at its election, without prejudice to any other right or remedy, may perform the work with its own personnel or a separate contractor. Company shall fully cooperate with any and all Licensee forces without additional cost to the Licensee.
- 3.7. Termination for Convenience: The Licensee may terminate this Agreement, in whole or in part, for its convenience whenever the Licensee determines that termination of the Agreement is in the best interest of the public by giving Company sixty (60) days written notice of intent to terminate. The Licensee shall provide payment for any inspected and received products, services rendered, and reasonable expenses incurred prior to the date Company received notice of Termination.
- 3.8. Procedures for Termination
- 3.8.1. Upon delivery of a Notice of Termination by certified mail to Company that specifies the nature of the termination, the extent to which performance of Work under the Agreement is terminated, and the date on which such termination becomes effective, Company shall:
- 3.8.1.1. Stop work under the Agreement on the date, and to the extent that is specified in the Notice of Termination.
- 3.8.1.2. Place no further orders or sub-Agreements for materials, services, or facilities, except as may be necessary for completion of any portion of the Work under the Agreement that has not been terminated.
- 3.8.1.3. Terminate all orders and sub-Agreements to the extent that they relate to the performance of the work terminated by the Notice of Termination.
- 3.8.1.4. Promptly return to the Licensee all data and other Licensee property in Company's possession.
- 3.8.1.5. Promptly submit to the Licensee any termination invoice for all work performed up to receipt of notice of termination. In no event is the invoice to be submitted more than one month after the effective date of termination.
- 3.8.1.6. Transfer to the Licensee (to the extent not already transferred) and deliver in the same manner, at the time and to the extent directed by the Licensee, all files, user and operation manuals, system and program documentation, data manuals, hardware, procedures for updating computer programs, training materials, and other

documentation, in any form, that relate to the work performed prior to the Notice of Termination and invoiced under 3.8.1.5.

3.8.1.7. Complete the performance of such part of the work that has not been terminated by the Notice of Termination.

3.8.1.8. Take such action as may be necessary, or as the Licensee may direct, for the protection and preservation of the property related to the Agreement that is in the possession of Company and in which, the Licensee has or may acquire an interest.

3.8.2. In the event of a failure of Company and the Licensee to agree in whole or in part as to the amount to be paid, payment for partially completed deliverables by the Licensee shall be paid in an amount equal to the percentage of completion approved by the Licensee for that specific Deliverable.

3.8.3. Notwithstanding the above, Company shall not be relieved of liability to the Licensee for damages sustained by the Licensee by virtue of any breach of the Agreement by Company, and the Licensee may withhold any payments to Company for disputed work until such time as the exact amount of damages due the Licensee from Company is determined.

3.9. Failed Implementation: In the event Company does not successfully implement the licensed software products, and the Licensee elects to have another consortium Licensee or independent contractor provide assistance to ensure a successful implementation

3.9.1. Licensee shall promptly notify Company of the concern and describe the failure.

3.9.2. Licensee will provide, from date such notice is received by Company, five (5) working days for the correction of routine work, or ten (10) working days for the correction of a milestone prior to recruiting assistance from a consortium Licensee, or independent contractor.

3.9.3. Company agrees to reimburse the consortium Licensee for the additional costs necessary to correct the concern/failure described in Licensee's notification to Company,

3.9.4. The additional costs payable by Company pursuant to 3.8.3 will be calculated at \$1,150.00 per day per additional staff/contractor required by Licensee to complete work.

3.10. Departures from Terms of Agreement: No direction or approval given by the Licensee or any representative of the Licensee which deviates in any respect from the specifications or other Agreement documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a Change Order or Contract Amendment as described in Section 2 of this Agreement.

3.11. Disputes: Licensee and Company shall work towards timely resolution of disputes. Disputes that cannot be resolved through a negotiation process shall be resolved by the Licensee's Local Contract Review Board (LCRB) or designee. The LCRB or designee shall issue its decision in writing and serve a copy to Company.

- 3.12. **Inspection:** All Work and Products supplied shall be subject to inspection and receipt or rejection by the Licensee.
- 3.13. **Delivery and Completion:** Unless otherwise specified herein, goods ordered or services requested must be delivered or completed as specified in the RFP requirements and Project Plan. Failure to complete the implementation within the period specified within the Project Plan shall be considered breach of the Agreement, and the Licensee shall be entitled to just legal and financial remedies. A delay caused by an event or action outside of the control of the Company shall not be considered breach of this Agreement.
- 3.14. **Anti-Discrimination Clause:** Contractor 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. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses.
- 3.15. **Choice of Law:** This Agreement shall be interpreted under and construed in accordance with the internal laws of the State of Oregon, without reference to the rules of conflicts of law thereof. Any suit or action instituted in connection with any controversy arising out of this Agreement or the work, shall be brought in the Circuit Court in the jurisdiction of the Licensee.
- 3.16. **Cost of Litigation:** If any suit or action is instituted in connection with any controversy arising out of this Agreement or the work to be performed hereunder the prevailing party shall be entitled to recover in addition to costs and disbursement such sum as the court may adjudge reasonable as attorney fees.
- 3.17. **Severability:** A declaration by any court, or other binding legal source, that any provision of this Agreement is illegal and void, shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- 3.18. **Force Majeure:** Neither Licensee nor Company shall be held responsible for delay or default caused by fire, riot, Acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of the Licensee or Company, respectively. Company shall make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 3.19. **Notices:** Whenever one party is required under this Agreement to give notice to the other, the notice shall be deemed given if mailed by registered or certified mail, with a return receipt requested.

Licensee:

District Name:
Contact Person:
Address:
City, State, Zip:
Telephone:
Email:

Company:

Edupoint Educational Systems
Contact Name:
Address: 1955 S Val Vista Drive, Suite 200
City, State, Zip: Mesa, AZ 85204
Telephone: 480-633-7500
Email:

- 3.20. **Separate Agreements:** The Licensee reserves the right to create other agreements in connection with this Project. Company shall afford other contractors reasonable opportunity to execute their Work, and shall properly connect and coordinate Work with the other contractors. If necessary, the delivery dates will be adjusted to accommodate the additional work. Licensee agrees to include Company's confidentiality clause in all agreements where other contractors will have access to the Licensed Software Products identified in Exhibit C.
- 3.21. **Publicity:** Any publicity regarding this Agreement, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be released only with the written approval of the Licensee.
- 3.22. **Laws and Regulations:** Any and all supplies, services and equipment furnished shall comply fully with all applicable federal, state, and local laws and regulations, including the following provisions required by the Oregon Public Contracting code:
- 3.22.1. **Payment of Laborers (Required by ORS 279B.220).** The Contractor shall:
- 3.22.1.1. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this Contract;
 - 3.22.1.2. Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this Contract;
 - 3.22.1.3. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
 - 3.22.1.4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- If the Contractor 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 Contract as such claim becomes due, the District 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 Contractor by reason of such Contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

3.22.2. Hours of Labor (Required by ORS 279B.020, 279B.235).

3.22.2.1. Contractor shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week.

3.22.2.2. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week 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.

3.22.3. Payment for Medical Care and Workers' Compensation (Required by 279B.230)

3.22.3.1. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

3.22.3.2. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

3.23. Non-Appropriation: It is mutually agreed that if the Board of Directors of the Licensee covered under this Agreement does not appropriate sufficient funds for the project, the Agreement shall be of no further force and effect. In this event, the Licensee shall have no liability to pay any additional funds to Company beyond those owed for work already performed, or furnish any other considerations under the Agreement, and Company shall not be obligated to perform any additional provisions of this Agreement.

3.24. If funding is reduced, the Licensee shall have the option to either cancel the Agreement as per (3.23) above with no liability incurred to the Licensee, or offer an amendment to Company to reflect the reduced amount. The Licensee shall provide payment for any inspected and received products, services rendered, and reasonable expenses incurred prior to the date of non-appropriation.

3.25. Material and Services: Unless otherwise stipulated, Company shall provide and pay for all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the Work.

3.26. Independent Contractor: Company shall be an Independent Contractor, and as such, shall have no authorization, express or implied, to bind the Licensee to any Agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the Licensee, except as expressly set forth herein. Persons employed by Company and acting under the direction of Company shall not be deemed employees or agents of the Licensee.

- 3.27. **Payments for Labor and Materials:** Company shall make prompt payment, as due, to all Persons supplying to Company labor and/or materials for the Work provided for herein. Company shall not permit any lien or claims to be filed or prosecuted against the Licensee because of any labor or material furnished.
- 3.28. **No Claims:** Company warrants that no action, suit, proceeding, material claim, or investigation pending or threatened against it in any court, or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Licensed Software Products, or restrict Company's ability to complete the transactions contemplated by this Agreement, or restrict Licensee's right to use any Deliverable or Services Deliverable under this Agreement.
- 3.29. **Conflict of Interest**
- 3.29.1. Company represents that none of its officers or personnel are officers or employees of the Licensee, unless a full disclosure of this situation has been presented for the Licensee's review. The outcome of such a review is at the sole discretion of the Licensee.
- 3.29.2. In addition, no officer or employee of Company shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, that would conflict in any manner with the performance of the Agreement. Company further covenants that, in the performance of the Agreement, no Person having any such known interests shall be employed through the duration of the Project, and for one year after the Project is complete, without written authorization from the Licensee.
- 3.29.3. In the event that such a conflict of interest is proven, the Licensee may terminate the Agreement and seek all available remedies.
- 3.30. **Avoid Damage and Disruption**
- 3.30.1. Company shall avoid damage and minimize disruption to the Licensee. The following is a non-exclusive list of issues related to damage and disruption:
- 3.30.2. Company shall conduct the Work in such a manner as to minimize disruption of the Licensee's administration and academic operations.
- 3.30.3. No data or network equipment shall be accessed without the express permission and supervision of the Licensee.
- 3.30.4. Company shall be liable for any data loss, network outage (partial or full), and associated disaster recovery expenses resulting from Company's action.
- 3.30.5. In the event Company is liable as per Section 3.30.4 above, repairs of any kind shall be made, and their cost charged to Company.

3.31. Employees

3.31.1. Company shall be wholly responsible for all Company's employee relations and the Licensee shall not be liable in any way through delays or claims arising through such causes.

3.31.2. Company shall be responsible for the payment of all state, federal, and local taxes (including income taxes and social security taxes) due as a result of payments received from the Licensee for the Project. Licensee is excise tax exempt and as such is not liable for sales or excise taxes. Licensee shall provide to Company the Licensee's tax-exempt ID number upon execution of this Agreement.

3.31.3. Company's Personnel shall be subject to the security policies of the Licensee and the State of Oregon. Oregon law and Licensee policy require a criminal record check for all Company Personnel performing work on Licensee property. The Company will pay the fee for the criminal record check.

3.32. Qualified Personnel: Company shall provide all necessary personnel, judged by Company, and acceptable to the Licensee, as qualified to perform the Work set forth in this Agreement. Company is responsible for ensuring that Company's Personnel are well-trained and knowledgeable in all aspects of the Licensed Software Products and its intended application at the Licensee.

3.33. Diversion of Personnel

3.33.1. The Licensee reserves the right to require Company to reassign, or otherwise remove from the Project, any Personnel found unacceptable by the Licensee. The project schedule will be adjusted to accommodate delays resulting from the reassignment.

3.33.2. If Company diverts or transfers Key Personnel, as identified within the Project Plan, without the prior approval of the Licensee, Company shall be considered in breach of Agreement.

3.33.3. If a member of Company's Personnel leaves the Project, Company must replace that person within five (5) Business Days. Replacement of personnel shall be with personnel of equal or greater ability and qualifications. The Licensee must approve Company's new personnel prior to the replacement.

3.33.4. If replacement is not made within five (5) days, Licensee reserves the right to engage the services of consortium Licensee's personnel in accordance with Sections 3.9.3 and 3.9.4.

3.34. Licensee Staff: Persons employed by the Licensee and acting under the direction of the Licensee shall not be deemed to be employees or agents of Company.

- 3.35. **Employment of Licensee Personnel:** Company must not hire any Licensee staff within one year of Company's completion of the Agreement, unless prior written approval is obtained from the Licensee.
- 3.36. **Non-infringement of Rights** No Deliverable or Service shall violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.
- 3.37. **Title:** Company certifies and warrants that it has full title, or right to license to the Licensee, all Deliverables. The license shall include, but not be limited to:
- 3.37.1. All software being acquired.
 - 3.37.2. All program modifications.
 - 3.37.3. All control language or other System instructions for operating the System.
 - 3.37.4. All user and administration manuals, operating instructions, System and programming information, and other documentation.
 - 3.37.5. All training programs and materials.
 - 3.37.6. Any and all performance-enhancing operational plans and products.
- 3.38. **Ownership of Licensee Data**
- 3.38.1. The Licensee's data files and data contained therein shall remain the Licensee's property and shall be returned to the Licensee by Company upon termination of the Agreement.
 - 3.38.2. Company shall not utilize the Licensee's data and records for any purpose other than that of rendering services to the Licensee under the Agreement, nor shall the data or records be disclosed, sold, assigned, or leased to third parties or otherwise disposed of by Company without prior approval of the Licensee.
 - 3.38.3. The Licensee shall have the right to access, use, and retain any data files and records created by Company as part of the work under this Agreement.
- 3.39. **Records and Documentation**
- 3.39.1. **Project Records:** Company must maintain and store all planning, training, and technical (including design, installation, configuration, and customization) documents associated with the Project in the original state, for the entire term of the Agreement, and provide the Licensee with printed or electronic copies at no cost. All materials and documentation shall be provided to the Licensee at the termination of the Agreement.

3.39.2. Accounting Records: Company shall maintain accounting/financial records (e.g., books, records, documents, and other evidence documenting the cost of the Agreement) for which payment is made under the Agreement. These accounting records shall be maintained in accordance with American Institute of Certified Public Accountants (AICPA) Generally Accepted Accounting Principles (GAAP). Company must be able to identify the accounting records for this Project easily and make them available upon request. Furthermore, Company must produce Project financial reports as requested by the Licensee.

3.39.3. Access to Records: Licensee, state, or federal agencies, and their authorized representatives or agents shall have access to Company's financial records, books, documents, and papers (including nonfinancial Project papers) during the Agreement period or until all audits initiated within seven years (7) of Agreement termination have been completed. During this time, Company must provide reasonable facilities for, and assistance with, audits and inspections. Company shall be responsible for delivery of, and access to, all requested items. All audits and inspections shall be performed in a manner that does not unduly delay Work.

3.40. Confidentiality of Information

3.40.1. Company shall treat all information, and in particular information relating to students and Licensee staff, that is obtained under the performance of this Agreement as confidential information, as defined under state and federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of the obligations of this Agreement. Furthermore, Company shall guard such information against theft, disclosure, dissemination, or publication by any parties.

3.40.2. Company's Personnel and sub-contractors, and sub-contractor's Personnel shall be bound to this Confidentiality Agreement.

3.40.3. Company shall be liable for any breach of this provision by Company or any sub-contractor(s), and shall indemnify the Licensee from all suits resulting from such a violation.

HIPAA/FERPA Compliance: Company warrants that all Deliverables are compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the Federal Educational Rights and Privacy Act (FERPA), or federal regulations implementing these Acts. The system must meet general restrictions for collection of data.

3.40.4. At the time of installation, no software comprising a Deliverable or licensed under this Agreement shall contain any virus, Trojan horse, timer, clock, counter, or other limiting design, instruction, or routine that would erase data or programming, or cause the software or any hardware to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.

3.40.5. The following is a non-exclusive list of examples of prohibited software limitations:

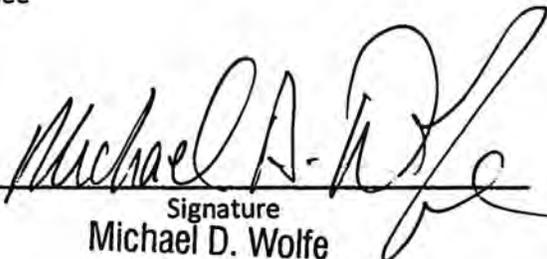
- 3.40.5.1. A Deliverable that, after being used or copied a certain number of times, or after the lapse of a certain period of time, fails to operate correctly.
 - 3.40.5.2. A Deliverable being installed on, or moved to, a central processing unit or System that has a serial number, model number, or other identification different from the central processing unit or System on which such Deliverable was originally installed.
 - 3.40.5.3. The occurrence or lapse of any similar triggering factor or event.
- 3.40.6. Software that includes serial number and/or software keys will not be considered a software limitation if:
- 3.40.6.1. Company agrees to supply a perpetual license/key to the product; or
 - 3.40.6.2. Company agrees to supply ongoing licenses for as long as the Licensee is using Company's solution.
- 3.40.7. At the time of installation, no software comprising a Deliverable or licensed under this Agreement shall contain any software limitation.
- 3.41. **Anti-Virus Compatibility:** All Deliverables must operate compatibly with major commercially available virus protection products.
- 3.42. **Date Capabilities:** All "date" related functionalities and data fields shall include the indication of century and millennium, and shall perform calculations that use a four-digit year field.
- 3.43. **Determination of Defects:** The Licensee shall notify Company of defects during implementation using the issue reporting process, and after 'go-live' using the Support Process. Company is at risk to prove that the Defect condition was not the fault of Company. As soon as possible after detection of a Defect, and at the request of the Licensee, Company shall submit to the Licensee a written Defect Report that includes:
- 3.43.1. Description of the Defect.
 - 3.43.2. Reason for the Defect.
 - 3.43.3. Attribution of the Defect to Company or the Licensee (including documentation to support said attribution).
 - 3.43.4. Proposed method for correcting the Defect.
 - 3.43.5. Effect on the schedule (if any).
- 3.44. **Defect or Deficiency Remedies:** The Company shall replace (at no charge to the Licensee), within ten (10) days, the Product, when a Critical Defect or Deficiency is made known to the Company in writing, and the Licensee determines that the Company cannot make necessary repairs within ten (10) days. If Company is able to offer an acceptable solution in a reasonable

amount of time, the Licensee may grant an extension. Such an extension is entirely at the discretion of the Licensee.

3.45. Facilities: The Licensee is responsible for all Licensee facilities made available for use by Company's Personnel. Any proposed building modifications, electrical work, or other changes shall be identified by Company, and coordinated with, and approved by, Licensee staff according to the Licensee's current facilities' processes. Licensee staff shall make any approved changes, or agreement with appropriate parties for the successful completion of the Work. Installation of any required desktop software non-standard to Licensee requirements must be approved by Licensee staff.

IN WITNESS WHEREOF, persons having been duly authorized and empowered, enter into this Agreement.

Licensee

By: 
Signature
Michael D. Wolfe

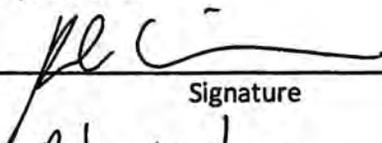
Print Name

Title: Chief Operations Officer

Date: 2/17/12

Company

Edupoint Educational Systems
1955 South Val Vista Drive, Suite 200
Mesa, AZ 85204

By: 
Signature
Rob Wilson

Print Name

Title: President and Chief Operations Officer

Date:

EXHIBIT A (IMPLEMENTATION SERVICES)

1. Project Management

Project management will be based upon continuous communication between Company and the Licensee implementing the Licensed Software Products. Coordination between Company and the Licensee shall be conducted on both a formal and informal basis. Informal interaction allows open discussion of project issues and problems in a brainstorming and support mode. These informal discussions will occur on a frequent and as needed basis.

A COMPANY PROJECT MANAGER RESPONSIBILITIES

1. The Company's Project Manager shall manage all project activities that are the responsibility of Company, serve as a liaison with the Licensee, and be available and responsible to the Licensee for consultation and assistance. The Company's Project Manager shall attend meetings and must provide timely and informed responses to operational and administrative inquiries arising from the Project.

2. The Licensee, before work begins, shall have the right to approve the Company's Project Manager, and may require that a different person be assigned to fulfill this role if the assigned Project Manager is not attaining expected results or, if for any other reason, is deemed unsuitable by the Licensee. In the event that the Company's Project Manager must be changed, the Licensee will be given reasonable notice and will be involved in the selection process. To the extent possible, Company's Project Manager will have previous experience implementing Company's Licensed Software Products, will be a certified Project Manager through Project Management Institute (PMI), and remain consistent through all Oregon implementations. Both parties shall work towards a mutually agreeable remedy in the event of a Project Manager change.

3. The Company's Project Manager shall be responsible for:
 - a. Creating a detailed, Integrated Project Plan that covers the Implementation, including project scope, tasks, deliverables, resources, schedule, and associated plans as outlined in Section 2.3 of the Master Price Agreement, Project Plan.
 - b. Managing the plan and performing corrective action, within the scope of the responsibilities outlined in this Agreement, to fulfill the Project scope and maintain the schedule and budget.
 - c. Managing Company's day-to-day Work on the Project.
 - d. Working with the Licensees' Project Manager(s) and the necessary departments' technical staff, ODE and consortium committees to complete the implementation of the system.
 - e. Meeting periodically with the OSIS Steering Committee and with other stakeholders as requested (may include evening meetings).
 - f. Developing and implementing a status-reporting plan and issuing bi-weekly status reports. The format of the status report shall be negotiated with the Licensee.

g. Reviewing, analyzing, and submitting in writing any Change Orders related to this project as specified in the *Change control* section of the Project Plan.

4. In the event that the Company Project Manager is unavailable for more than two (2) business days, Company shall provide an alternative resource with knowledge of the project and the authority to make decisions related to the project.
 - a. If Company does not have sufficient staff to provide an acceptable replacement within five (5) business days, Licensee reserves the right to assign a Project Manager for the interim.
 - b. When it is necessary for Licensee to provide interim project manager under item A 4.a, Company shall provide compensation to a Licensee in the amount of \$1,150.00 per business day, until Company is able to provide an acceptable replacement Project Manager.

B. LICENSEE PROJECT MANAGEMENT RESPONSIBILITIES

The Licensee shall provide a Project Manager. The Licensee Project Manager shall be responsible for:

1. Authorizing all Project Work.
2. Ensuring that the Project is in compliance and satisfies the requirements of the Project Plan.
3. Consulting with the Company Project Manager on a continuing basis in every phase of the Project.
4. Providing expertise, assistance, and leadership in all issues related to the Licensee, such as policy, organization, staff, technical architecture, data, and current systems.
5. Obtaining appropriate answers, approvals, and commitments from the Licensee.
6. Managing the approval process for Change Orders, if any are necessary.
7. Monitoring progress of the project, including the Work performed, the results achieved, the quality of the results, and the schedule.
8. Reviewing Company's weekly status reports.
9. Managing Licensee resources.

2. Licensee Staff

The Licensee shall assign staff to work with Company during the Implementation of the System as outlined in the Project Plan.

3. Project Plan

Working with the Licensee, Company's Project Manager shall within 30 days of Agreement execution, develop, submit for Licensee approval, and actively manage a Project Plan as the first Deliverable of the Project. The Project Plan must include the following elements:

- a. Scope management plan including scope statement inclusive of all requirements in RFP (requirements under development at time of implementation will be provided at their release date.
- b. Issue resolution process
- c. Schedule (including effort, resource assignment, Milestones, contingencies, and scheduling dependencies)
- d. Constraints
- e. Assumptions
- f. Conversion plan
- g. Operating plan
- h. Communication management plan
- i. Project documentation standards
- j. Training/Education plan
- k. Business Process Change Management plan
- l. Quality management plan
- m. Test plan
- n. Change control plan
- o. Risk management plan

4. Hardware

- a. Licensee agrees to use hardware per the hardware requirements document provided in Company's response to RFP, and as updated by Company.
- b. Company agrees to keep upgrades reasonable for optimal performance of system, and not to over or under design hardware requirements.
- c. Upon Licensee's request and as an additional service that will be billed as per the daily rates shown in the Company's Standard Billing Rate Schedule, Company agrees to test and certify hardware/software configuration not currently on the list. Such certification shall be conducted in a timely manner, and in such manner as not to interfere with Project success. Potential impact upon the Project Implementation Schedule will be determined and provided to Licensee by Company prior to undertaking the certification process.
- d. Company and Licensee agree to negotiate mutually satisfactory procedures and timelines when the need for hardware/software configuration is identified.

5. Software Installation

Company technicians will work with the Licensee's staff to install Company's software on the Licensee's hardware. Company's databases will be created for test, training and production instances. Company will train the Licensee's IT staff in the installation process so they can install future releases of the software.

6. Data Conversion

The proposed data conversion was for 3 years of data. This means that all students who are currently enrolled, or were enrolled within the school district in the last 3 years will be converted. For example, a

student who graduated 3 years ago will be converted, but a student who graduated 4 years ago would not be converted, as part of the project plan.

When a student is converted, all of their data in the following modules will be converted, even if it is data that exists prior to 3 years ago. For example, a student who graduated 3 years ago will be converted and all of that student's data in the following modules will also be converted (such as this student's entire course history, which could include course data from 8 or 9 years ago). All student data that is required for State and Federal reporting will be converted. Modules where all years of data for each student is converted:

- a) Student demographic data
- b) Parent demographic data
- c) Student Immunizations
- d) Student Health Conditions
- e) Student Health Screenings
- f) Student Course History
- g) Student Achievements
- h) Student Conference
- i) Student Discipline (Incident based discipline)
- j) Student Programs (ELL, Free and Reduced, Talented and Gifted (TAG), Special Education, etc.)
- k) Student Test History

Some data for a student is specific to the student's enrollment and for the following modules, only the years being converted (3 years in the proposal) will have data converted for the student. For example, a student may be converted who has been in the school district for 8 years. All 8 years of course history data (or any of the modules listed above) will be converted, but only 3 years of detail Daily and Period Attendance data will be converted. Modules related to enrollment that will have limited years (3 years were proposed) of data converted:

- l. Student Enrollment
- m. Student Attendance (Daily and Period Attendance)
- n. Student Class Schedules
- o. Student Report Card Grades
- p. Student Groups and Activities
- q. Student Fees

Once a school district or ESD has worked with Edupoint using the Generic Conversion tool, the district or ESD technical staff should be able to use the tool on their own to convert additional years of prior student data.

Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in Synergy SIS. Conversion of additional historical or other data would be an additional cost based on Company's daily rates.

7. Data Conversion Process Steps and Activities

The following steps of the data conversion process are for planning purposes only. Each Licensee's data conversion process will be determined and agreed upon during the implementation project planning activity, which is described within the OSIS Master Price Agreement, Section 2.3

Step 1. Team Planning and Direction

Informal training for the conversion team about the process and objectives of each step; the establishment of the roles and responsibilities to support the business decision process associated with the conversion.

Step 2. Table Mapping.

The process of mapping the existing data to Company tables and making the necessary decisions for conversion; there is a recommended sequence for the consideration of the tables as represented within the conversion spreadsheets.

Step 3. Legacy Table Translation

The development and testing of the programs and/or processes used to create the data using the mapping rules. During this phase there will need to be regular revision of the results by the conversion team as data anomalies and exception conditions are discovered.

Step 4. Table Importing/Loading

This function takes the Legacy source data and populates the applicable Company tables.

Step 5. Table Validation.

Validation and integrity checking of the data followed by the correction of errors and the rerunning of validations; the creation processes developed in step 3 will need to be revised and rerun until the process is clean and ready for "go live" implementation.

Step 6. Production (Final) Data Validation.

The process of creating the full production data ready for production, repeated until all errors and anomalies have been corrected. There are several processes run in a specific sequence to set up the table relationships and balance the student data. Again, errors detected during this process could result in revisions of step 3 and 4.

Major assumptions and activities surrounding the conversion processes.

- Licensee shall provide all legacy data in Company standard–conversion file formats.
- Company shall provide definition of the standard file formats.
- Licensee and Company will determine critical legacy sources for validation, e.g. reports, selected records, etc.
- Company will provide sample UAT (User Acceptance Testing) test scripts.
- Licensee will perform validation in conjunction with data extraction.
- Company shall provide Error Reports with explanation of discrepancies, which may create situations that will require manual intervention.
- Company will load data into Training and or Testing database, and all verification will occur in the non-production database.
- Company shall not proceed with end-user training until acceptance and approval of the verification performed within the Training database is received from the Licensee.
- Company will insure that data is not loaded into the Production database until the Licensee has provided written acceptance and approval of the verification performed within the Training/Testing database.

- Prior to the final conversion process the Licensee will suspend activity in their legacy system in accordance with the Project Plan. Company and the Licensee will mutually agree as to when this suspension period should begin.
- The Licensee shall notify Company if the Licensee takes over maintenance of converted master tables before all conversion steps for that module are complete.

Company will provide an analyst who knows the data structure of the System and who will lead the data conversion effort. Under the guidance of the Company analyst, the Licensee staff will extract the data from its existing systems and provide it to Company for importing into Company's System. Company will provide the proper structure for the Licensee's data, as well as the importing of as many iterations of the data as necessary to allow the System to operate as per the specifications.

8. Data Integration

- A. As described in Company's proposal (Vendor Support Services Tab, pages 15 and 16) response to the OSIS RFP, Company supports three approaches to integration of Synergy SIS with third-party applications; SIF, Import/Export (aka ETL), and Custom Integration. Only the Custom Integration approach requires the capabilities provided via ST. As part of the number of technical assistance days from Figure 1, 2, or 3, within the Company's Proposal response to the OSIS RFP, the Company will provide assistance in the following areas of integration (Note: The following are examples of the types of third-party applications that will be integrated with the Synergy SIS. Each Licensee's requirements will differ and will be finalized as part of the Project Plan as specified within the OSIS Master Price Agreement under Specific Provision 2.3.):
1. Synergy integration with Oregon SpEd, or other Special Education system.
 2. Synergy integration with a Licensee's third-party gradebook.
 3. Integration of the Synergy gradebook with a Licensee's existing SIS, e.g. eSIS or SASI as the first phase of an implementation.
 4. Integration of Synergy with library, transportation, textbook management, autodialer, and other third-party systems.
- B. Company will protect the confidentiality of student information (FERPA) as well as allow use of third-party contractors by Licensees
- C. Company will support the ETL development for Licensee's VersiFit data warehouses. VersiFit has primary responsibility for the development of the required ETL capability.

9. Training and Documentation

Training

- A. The Licensee's usual method of training is to train-the-trainer. The expectation is that Company's trainers train a group of Licensee and/or Consortium staff members who, in turn, provide training to the Licensee's users. This method results in an in-house staff of Company-trained experts who train other users during Licensee-wide implementation. Training of trainers needs to be phased so that the learners (trained trainers) can assimilate and build on the functions of Company's system.

- B. Training must take place according to the schedule outlined in the Project Plan and will assume the use of a training database based on actual student data altered so as to protect the confidentiality of the students. Company agrees to certify Licensee trainers according to Company standards.
- C. Company to provide all training materials for use in train-the-trainer sessions, and for use by Licensee for all subsequent trainings.
- D. Company shall provide updated training materials as changes are made to the system.

Documentation

- A. Company supplies the Licensee with all System documentation, including but not limited to the data element dictionary, application manuals, schema, how-to documents, and system administration manuals in electronic format (for the Licensee to modify).
- B. Company provides the Licensee with operating instructions and manuals for each software component it supplies and must continue to update that documentation over the life of the software (Company is responsible for securing the above items from any third-party sub-contractors used by the Company and delivering them to the Licensee).
- C. Documentation provided to the Licensee shall be available on CD-ROM in Microsoft Word (or in PDF format for documents not available in Word). The Licensee shall be authorized to produce additional copies to meet its needs. At the discretion of the Licensee, acceptance may not occur if the documentation is incomplete and/or undelivered.
- D. Licensee agrees to not share documentation outside of licensed software holders. This includes not posting information on public web sites.

10. Testing During Implementation

Company shall:

- A. Provide the Licensee with complete instructions in the proper operation of the System, including hardware, software, and business processes, as required by the Licensee to conduct user acceptance testing, including sample UAT test scripts.
- B. Answer questions raised by the testing, including questions raised by the Licensee's representatives, and correct any deficiencies identified during the testing process prior to "go-live," unless mutually agreed that the deficiency is minor in nature and does not affect the integrity of the system. It is the Company's responsibility to resolve deficiencies within the timeframe necessary to maintain agreed-upon project schedules as documented in the Project Plan.
- C. Company and Licensee shall prepare a written plan to address the correction of minor deficiencies, including what the correction will be and the date by which the correction will be provided to Licensee.
- D. The results of each test shall be accepted only when the Licensee deems them acceptable.

11. Testing Description

Exhibit A

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Company shall deliver sample test scripts designed to measure the usability of the new software as it relates to the affected business processes. Test scripts shall ensure project objectives outlined within the Scope Management Plan are successfully implemented, and will take into account full module integration, import and export interface integrity, functional flow and reliability.

12. Final Acceptance

The Licensee will determine the Go-Live Date and provide written acceptance to Company that the system meets the agreed-upon scope.

13. State and Federal Reporting

Company shall make any and all modifications to their systems, 60 days in advance of date report(s) are due, in order to allow the Licensee to validate and submit all state and federal reporting according to the schedule of reports as published on the State of Oregon and federal web sites, to include future changes as requested by state and/or federal agencies.

Current regulatory agencies requiring reporting include, but are not limited to:

- Oregon Department of Education
- Oregon Department of Human Services
- US Department of Agriculture
- US Department of Education
- US Office of Civil Rights

Company recognizes this list is subject to change, and outside the control of the Licensee. Changes to reports due to requirements from other regulatory agencies are included as part of this agreement.

Exhibit B (Payment Schedule)

For the purposes of this Payment Schedule, all prices and fees are based upon the prices and fees shown in the Company's Response to RFP 2011-94 Attachment 3 – Price Proposal Submittal Form, as revised and resubmitted by the Company on February 15th, 2012 and attached hereto.

For the purposes of the Agreement to which this Exhibit B is a part, Licensee and Company agree to the following payment schedule.

Payments by Licensee:

- A. License Fees – Perpetual License fees are payable upon the effective date of the Perpetual Software License Agreement.
- B. License Fees – Subscription License fees are payable upon the effective date of the Subscription Software License Agreement, and each anniversary that the license is in effect thereafter.
- C. Support and Maintenance Fees – Support and Maintenance fees are payable upon the date of initial installation of the Licensed Software Products within the Licensee's data center, and each anniversary that the support and maintenance agreement is in effect thereafter.
- D. Software Implementation Services Fees – Fees for Company's Implementation Services are payable 25% upon the effective date of the Software Services Agreement, 25% upon initial installation of the Licensed Software Products, 25% upon completion of standard data conversion, and 25% upon completion of Licensee's acceptance of results of the User Acceptance Test, or Licensee's use of the Licensed Software Products within a production environment in support of use by pilot schools or general deployment.

Payments by Education Service Districts (ESDs) or School Districts Operating as a Cooperative Group (SDs), each referred to hereinafter as (ESD Licensees):

- A. License Fees – For the ESD itself and for each SD receiving SIS services from the ESD Licensee, Perpetual License fees for the ESD and each SD are payable upon the effective date of the Perpetual Software License Agreement executed between the ESD or SD and the Company.
- B. License Fees – For the ESD itself and for each SD receiving SIS services from the ESD Licensee, Subscription License fees for the ESD and each SD are payable upon the effective date of the Subscription Software License Agreement executed between the ESD or SD and the Company.
- C. Support and Maintenance Fees – For the ESD itself and for each SD receiving SIS services from the ESD Licensee, Support and Maintenance fees are payable upon the date of initial installation of the Licensed Software Products within the Licensee's data center,

and each anniversary that the support and maintenance agreement is in effect thereafter.

- D. **Software Implementation Services Fees** – For the ESD itself and for each SD receiving SIS services from the ESD Licensee, Fees for Company’s Implementation Services are payable 25% upon the effective date of the Software Services Agreement, 25% upon initial installation of the Licensed Software Products, 25% upon completion of standard data conversion, and 25% upon Licensee’s acceptance of results of the User Acceptance Test, or Licensee’s use of the Licensed Software Products within a production environment in support of use by pilot schools or general deployment.

GENESIS/ Synergy Rebranding

Edupoint's GENESIS, GENESEA and Revelation Technology suite of products is being rebranded as the Synergy Educational Platform. Our new Synergy brand name and Education Platform descriptor reflect the evolution of our GENESIS and GENESEA solutions which have been enhanced over several years to provide a true K-12 student data management platform. The Synergy name also better represents the benefits derived from our solutions as we engage all district stakeholders and empower our partners through powerful, integrated solutions.

- GENESIS has become Synergy Student Information System.
- GENESEA has become Synergy Special Education.
- Revelation Technology has become Synergy Technology.
- The VUE products (ParentVUE, StudentVUE, TeacherVUE and LessonVUE) will keep their existing brand names and remain fully integrated within the Synergy Education Platform.

All references to product names in this price proposal have been updated to reflect the current product brand name.

Introduction to Edupoint Pricing Structure

Edupoint's price proposal is structured to meet the diverse needs of the wide array of school districts (SD's) and education service districts (ESD's) represented in the OSIS procurement consortium. As per directions, all pricing is based on 20,000 ADMr. Because of the diversity of SD's and ESD's, Edupoint's price proposal contains pricing for four (4) different Synergy solution deployment models, which are:

Model 1 – SD - Perpetual License/Locally Hosted– Only Available to School Districts

This model (which Edupoint calls self-hosting) is designed for the SD that wants to acquire the SIS for its own use by paying a one-time license fee, implement (using Edupoint's implementation services) the Synergy solution within its own datacenter on SD owned and operated hardware, and receive support and maintenance services directly from Edupoint. Edupoint has from its inception supported this deployment model in its mid-sized and larger school districts, and has developed many tools (which will be provided at no additional cost to the SD during implementation) to assist SD's that self host. In the event the SD subsequently decides to change from self-hosting to being hosted by another SD or ESD, this licensing model allows that, without payment of any additional fees to Company.

Model 2 – SD – Subscription/Edupoint Hosted (as ASP)– Only Available to School Districts

This model is designed for the SD that wants to acquire the SIS for its own use without paying upfront license and implementation fees or having to invest in acquiring and supporting its own hardware

(computing infrastructure). For a flat fee per student per year (called a subscription), Edupoint installs the Synergy solution (software and local server farm) within the SD's datacenter (if over 3,000 ADMr) or within Edupoint's cloud (if under 3,000 ADMr), provides implementation services and manages the entire solution on an ongoing basis.

Model 3 - ESD (as ASP) PerpetualLicense/Locally Hosted– Only Available to ESD's or Cooperative Groups

This model (which Edupoint calls self-hosting) is designed for the ESD that operates its own datacenter in order to provide SIS services to its customer SD's, and wants to acquire the Synergy solution by paying a one-time license fee, using Edupoint's implementation services to install the SIS on hardware owned and managed by the ESD. Once the SIS is installed in the ESD's data center and Edupoint has trained and certified the ESD's systems administration, technical and support desk, and training staff, the ESD will (with Edupoint's continuing support and assistance) provide the conversion, training, and support services necessary to bring each of its customer SD's live on the new SIS, as per the ESD's schedule. Edupoint has several regional service center clients that have been operating on this model for years.

Model 4 - ESD (as ASP) Subscription/Edupoint Hosted– Only Available to ESD's or Cooperative Groups

This model is designed for the ESD that contracts for hosting services from Edupoint in order to provide SIS services to SD's, rather than invest in and support its own datacenter. The ESD will pay an annual subscription fee covering hosting services, software licenses, and support. Once the Synergy solution is installed in Edupoint's cloud and Edupoint has trained and certified the ESD's support and training staffs, the ESD will (with Edupoint's continuing technical assistance) provide the conversion, training, and support services necessary to bring each customer SD live on the new SIS, as per the ESD's schedule.

**Synergy Suite Pricing by Business Model
(based on Prior Year's State Published ADMr)**

Number of Students: 20000

	School District Price Model		ESD Price Models	
	Model 1 - SD Perpetual License/ Locally Hosted	Model 2 - SD Subscription/ Edupoint Hosted as ASP	Model 3 - ESD (as ASP) Perpetual License/ Locally Hosted	Model 4 - ESD (or SD acting as service agency) (as ASP) Subscription/ Edupoint Hosted
License Fees Synergy SIS, Gradebook, Synergy Special Education MSB, ParentVUE/StudentVUE	\$10.00 1 st Year Only	\$4.00	\$10.00 1 st Year Only	\$4.00
Implementation	\$10.00 1 st Year Only	\$2.00 1 st Five Years Only	\$2.00 1 st Year Only	\$0.40 1 st Five Years Only
Support	\$1.10	\$1.10	\$0.90	\$0.90
Maintenance	\$2.00	Included	\$2.00	Included
Hosting Services or One-Time Hardware Cost	\$3.45	\$1.00	\$3.45	\$1.00
Optional Services System Admin, Release Mgt, Backup and Disaster Recovery	Not Included	Included	Not Included	Included
Escrow	Included	Included	Included	Included

Total Cost of Ownership - Edupoint has provided total cost of ownership calculations to allow the OSIS SDs and ESDs to calculate the true total cost of ownership over 5 and 12 years. The 12 year TCO calculation has been provided based on the historical industry-average life-span of K-12 Student Information Systems nationally.

- Cost Year 1	\$531,000.00	\$162,000.00	\$367,000.00	\$126,000.00
- Cost Year 2	\$62,000.00	\$162,000.00	\$58,000.00	\$126,000.00
- Cost Year 3	\$62,000.00	\$162,000.00	\$58,000.00	\$126,000.00
- Cost Year 4	\$62,000.00	\$162,000.00	\$58,000.00	\$126,000.00
- Cost Year 5	\$62,000.00	\$162,000.00	\$58,000.00	\$126,000.00
TOTAL 5 Year Cost	\$779,000.00	\$810,000.00	\$599,000.00	\$630,000.00
TOTAL 5 Year Cost per Student	7.79	8.10	5.99	6.30

Years 6 thru 12	\$62,000.00	\$122,000.00	\$58,000.00	\$118,000.00
TOTAL 12 Year Cost	\$1,213,000.00	\$1,664,000.00	\$1,005,000.00	\$1,456,000.00
TOTAL 12 Year Cost per Student	\$5.05	\$6.93	\$4.19	\$6.07

Pricing Notes:

1	Hosting Note Model 2 - For districts choosing Edupoint Application Hosting Services, the commitment for the service is a minimum of 5 years.
2	Hosting Note Model 4 - For ESDs choosing Edupoint Application Hosting Services, the commitment for the service is a minimum of 5 years.

Synergy Special Education Pricing by Business Model (based on Prior Year's State Published ADMr)

Number of Students 20000

	Model 1 - SD Subscription/ Self- Hosted	Model 2- ESD (or SD acting as service agency) as ASP -Subscription/ Self- Hosted
Subscription License Fee Synergy SE (Special Education)	\$2.40	\$2.40
Implementation	\$2.75 1 st Year Only	\$2.75 1 st Year Only
Support	Included	Included
Maintenance	Included	Included
Hosting Services	Not Available	Not Available
Escrow	Included	Included

- Cost Year 1	\$103,000.00	\$103,000.00
- Cost Year 2	\$48,000.00	\$48,000.00
- Cost Year 3	\$48,000.00	\$48,000.00
- Cost Year 4	\$48,000.00	\$48,000.00
- Cost Year 5	\$48,000.00	\$48,000.00
TOTAL 5 Year Cost	\$295,000.00	\$295,000.00
TOTAL 5 Year Cost per Student	2.95	2.95

Pricing Notes:

1	SIS/Synergy SE Integration -The implementation fee includes the development of an interface to the district/ESD's SIS system of record (SOR). The interface will export student demographic, test history and attendance data required for special education nightly into the Synergy SE system.
2	Training - Synergy SE training price assumes a Train-the Trainer model in which Edupoint will train up to 15 staff members.
3	Data Conversion - Synergy SE data conversion price assumes district capture of PDF copies of all documents to be attached to individual student files in the Synergy SE Historical Documents tab.
4	Service Days Included: The following district has expressed interest in implementing Synergy SE only in year one. The number of implementation days included for Portland SD is 93 days. Should other school districts consider implementing Special Ed only first, they can contact Edupoint directly to determine implementation days included with this rollout schedule.

- 5 For any SD that licenses one or more standalone module(s) prior to licensing the Synergy software suite, Edupoint will apply a total of \$1.00 per student for each year of subscription fees paid by such SD up to a maximum of \$3.00 as a credit against the license fees that apply when the SD subsequently licenses the Synergy software suite.

Synergy Gradebook Pricing by Business Model (based on Prior Year's State Published ADMr)

Number of Students 20000

	Model 1 - SD Subscription/ Self- Hosted	Model 2 - ESD (or SD acting as service agency) (as ASP) - Subscription/ Self-Hosted
Subscription License Fee Gradebook	\$1.60	\$1.60
Implementation	\$2.50 1 st Year Only	\$2.50 1 st Year Only
Support	Included	Included
Maintenance	Included	Included
Hosting Services	Not Available	Not Available
Escrow	Included	Included

- Cost Year 1	\$82,000.00	\$82,000.00
- Cost Year 2	\$32,000.00	\$32,000.00
- Cost Year 3	\$32,000.00	\$32,000.00
- Cost Year 4	\$32,000.00	\$32,000.00
- Cost Year 5	\$32,000.00	\$32,000.00
TOTAL 5 Year Cost	\$210,000.00	\$210,000.00
TOTAL 5 Year Cost per Student	2.10	2.10

Pricing Notes:

1	Standards-Based Report Card Development - The customization of up to six (6) standards-based report cards is included in the implementation fee. The custom development of additional standards-based report card formats can be provided at a daily rate of one (1) day per report card with a daily rate of \$1,200.
2	SIS/Gradebook Integration - The implementation fee includes the development of a custom interface to the district/ESD's SIS system of record (SOR). The Interface will Import data nightly into the Synergy gradebook and the Synergy gradebook will export/post end of period final grades back to the source SIS system of record.
3	Minimum Rates - Edupoint requires a minimum \$5,000 annual subscription fee as well as a minimum \$7,500 implementation fee.
4	Gradebook Functionality Included - This subscription license for a Synergy Gradebook-only implementation is based on the deployment of only the teacher gradebook components of the Synergy gradebook solution and does not include additional classroom/teacher functionality such as posting attendance/lunch counts from the classroom or providing student demographic, discipline and other student data.
5	Service Days Included: The following districts have expressed interest in implementing gradebook only in year one. The number of implementation days included for each district is as follows: Salem Keizer includes 74 days and Beaverton includes 70 days. Should other school districts consider implementing gradebook only, they can contact Edupoint directly to determine implementation days included with this rollout schedule.

- 6 For any SD that licenses one or more standalone module(s) prior to licensing the Synergy software suite, Edupoint will apply a total of \$1.00 per student for each year of subscription fees paid by such SD up to a maximum of \$3.00 as a credit against the license fees that apply when the SD subsequently licenses the Synergy software suite.

Synergy Gradebook and Portals Pricing by Business Model (based on Prior Year's State Published ADMr)

Number of Students 20000

	Model 1 - SD Subscription/ Self- Hosted	Model 2 - ESD (or SD acting as service agency) (as ASP) - Subscription/ Self-Hosted
Subscription License Fee Gradebook and ParentVUE/StudentVUE	\$2.60	\$2.60
Implementation	\$3.00 1 st Year Only	\$3.00 1 st Year Only
Support	Included	Included
Maintenance	Included	Included
Hosting Services	Not Available	Not Available
Escrow	Included	Included

- Cost Year 1	\$112,000.00	\$112,000.00
- Cost Year 2	\$52,000.00	\$52,000.00
- Cost Year 3	\$52,000.00	\$52,000.00
- Cost Year 4	\$52,000.00	\$52,000.00
- Cost Year 5	\$52,000.00	\$52,000.00
TOTAL 5 Year Cost	\$320,000.00	\$320,000.00
TOTAL 5 Year Cost per Student	3.20	3.20

Pricing Notes:

1	Standards-Based Report Card Development - The customization of up to six (6) standards-based report cards is included in the implementation fee. The custom development of additional standards-based report card formats can be provided at a daily rate of one (1) day per report card with a daily rate of \$1,200.
2	SIS/Gradebook Integration -The Implementation fee includes the development of a custom interface to the district/ESD's SIS system of record (SOR). The interface will import data nightly into the Synergy gradebook and the Synergy gradebook will export/post end of period final grades back to the source SIS system of record.
3	Minimum Rates - Edupoint requires a minimum \$7,500 annual subscription fee as well as a minimum \$8,000 implementation fee.
4	Gradebook Functionality included - This subscription license for a Synergy Gradebook-only implementation is based on the deployment of only the teacher gradebook components of the Synergy gradebook solution and does not include additional classroom /teacher functionality such as posting attendance/lunch counts from the classroom or providing student demographic, discipline and other student data.
5	Web Portal Functionality included - This subscription license fee for ParentVUE and StudentVUE web portals would only include access to the gradebook data from Synergy gradebook and not include demographic, schedule, parent self-service updates, discipline, and other functionality available with a full Synergy SIS/Gradebook Implementation.
6	Service Days Included: The following districts have expressed interest in implementing gradebook only in year one. The number of implementation days included for each is district is as follows: Salem Keizer includes 89 days and Beaverton includes 84 days. Should other school districts consider implementing gradebook only, they can contact Edupoint directly to determine implementation days included with this rollout schedule.

- 7 For any SD that licenses one or more standalone module(s) prior to licensing the Synergy software suite, Edupoint will apply a total of \$1.00 per student for each year of subscription fees paid by such SD up to a maximum of \$3.00 as a credit against the license fees that apply when the SD subsequently licenses the Synergy software suite.

LessonVUE Pricing by Business Model
(based on Prior Year's State Published ADMr)

Number of Students: 20000

	School District Price Model		ESD Price Models	
	Model 1 - SD Perpetual License/ Locally Hosted	Model 2 - SD Subscription/ Edupoint Hosted as ASP	Model 3 - ESD (as ASP) Perpetual License/ Locally Hosted	Model 4 - ESD (or SD acting as service agency) (as ASP) Subscription/ Edupoint Hosted
License Fees LessonVUE	\$1.00 1 st Year Only	\$0.50 Annually	\$1.00 1 st Year Only	\$0.50 Annually
Implementation	\$1.00 1 st Year Only	\$1.00 1 st Year Only	\$1.00 1 st Year Only	\$1.00 1 st Year Only
Support	\$0.20	\$0.70	\$0.20	\$0.70
Maintenance	\$0.40	Included	\$0.40	Included
Escrow	Included	Included	Included	Included

- Cost Year 1	\$52,000.00	\$44,000.00	\$52,000.00	\$44,000.00
- Cost Year 2	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
- Cost Year 3	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
- Cost Year 4	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
- Cost Year 5	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
TOTAL 5 Year Cost	\$100,000.00	\$140,000.00	\$100,000.00	\$140,000.00
TOTAL 5 Year Cost per Student	1.00	1.40	1.00	1.40

Pricing Notes:

1	For Synergy LessonVUE perpetual Price Models 1 and 3, the following minimums apply to each licensee: \$3,000 license fee, \$1,800 implementation fee, \$540 support fee, and \$1,260 maintenance fee.
2	For Synergy LessonVUE subscription price models 2 and 4, the following minimums apply to each licensee: \$1,500 annual subscription, \$3,000 implementation fee and \$2,100 annual support fee.
3	Synergy SIS and Gradebook are required in order to implement the optional LessonVUE module.

- 4 For any SD that licenses one or more standalone module(s) prior to licensing the Synergy software suite, Edupoint will apply a total of \$1.00 per student for each year of subscription fees paid by such SD up to a maximum of \$3.00 per student as a credit against the license fees that apply when the SD subsequently licenses the Synergy software suite.

Synergy Technology Pricing by Business Model (based on Prior Year's State Published ADMr)

Number of Students 20000

	ST Developer - Perpetual License Only	ST Subscriber - Subscription Model Only
License Fee		
Synergy Technology - Year 1	\$1.50	\$0.00
Years 2-5	included	\$0.20
Implementation	\$30,000.00	Note 2
Training	20 days	
Support	\$0.20	Included
Maintenance	\$1.00	Included
Hosting Services or One-Time	Not Available	Not Available
Escrow	Included	Included
- Cost Year 1	\$84,000.00	\$0.00
- Cost Year 2	\$24,000.00	\$4,000.00
- Cost Year 3	\$24,000.00	\$4,000.00
- Cost Year 4	\$24,000.00	\$4,000.00
- Cost Year 5	\$24,000.00	\$4,000.00
TOTAL 5 Year Cost	\$180,000.00	\$16,000.00
TOTAL 5 Year Cost per Student	1.80	0.16

Pricing Notes:

1	The Synergy Technology (ST) Developer Perpetual License requires a minimum perpetual license fee of \$30,000 as well as minimum fees of \$3,000 for support and \$15,000 for maintenance. Implementation services are available on the daily rates shown on Edupoint's Billable Rate Schedule.
2	The Synergy Technology (ST) Subscriber subscription license is free in year one and \$.25 per student in years 2-5 and does not include any implementation services. If the subscriber desires, Edupoint can provide implementation and training assistance on a daily rate basis.
3	The Synergy Technology (ST) Developer kit includes the developer's version of the ST Application Development Framework and the Synergy application source code.
4	All enhancements, extensions, and new modules developed by ST Developers must be submitted to Edupoint for review and approval prior to any distribution outside the ST Developers direct service customers.

5	<p>Although Edupoint has experience with licensing its ST Application Development Framework to individual school districts for their own use, the concept of licensing ST to a Licensee that will subsequently produce derivative works and share such work products with other Licensees on an extensive basis is a new concept to Edupoint. As such Edupoint has concerns about how to price this concept, how to ensure that such derivative works do not jeopardize tight timeline based implementation plans and commitments, how to ensure that such derivative works are of publishable quality, and how to ensure that the use of such derivative works by others does not jeopardize the reliability and performance of the base product for which Edupoint has contractual warranty and ongoing support and maintenance responsibilities. The pricing (License fees, implementation, support and maintenance) Edupoint included in its price proposal to OSIS for ST Developers is consistent with the pricing given to those school districts now using ST. In order to address Edupoint's concerns about ensuring that the derivative works developed by OSIS ST Licensees are of publishable quality and when installed in other OSIS Licensee's production environments do not destabilize such environments, Edupoint developed the concept of the ST Subscriber and included a small per student per year fee to offset Edupoint's cost of providing an ongoing review and moderation service. Under this concept, the derivative works developed by ST Developers would be submitted to review and moderation by Edupoint before being published to the OSIS Licensee base. Edupoint would identify any issues with the derivative works prior to publication and work with the ST Developer to address and resolve these issues prior to publication of the derivative work.</p>
6	<p>In response to the concerns expressed by OSIS Steering Committee members about the cost of ST Developer and Subscriber license costs being prohibitive, Edupoint has reduced the cost of the ST Developer License by 25%, and the Subscriber License by 20%, as now shown in the above table. Further, Edupoint will waive the collection of ST Subscriber fees for the first three (3) years.</p>
7	<p>To address Edupoint's concern about the potential negative impact on implementation project timelines of an ST Developer Licensee attempting to use ST to develop either extensions to the Synergy SIS or custom code to integrate the Synergy SIS to other applications, Edupoint recommends as a matter of best practice that ST Developer Licensees refrain from such activities until their implementation projects are complete. Delaying the initiation of ST development activities by an ST Developer Licensee until after implementation is complete also carries the advantage of delaying the ST-related licensing, implementation, and support and maintenance costs to a later date.</p>
8	<p>As a point of clarification, an SD that became an ST Developer Licensee would be free to produce and use derivative works for their own internal purposes and an ESD that became an ST Developer Licensee would be free to produce and use derivative works for their own internal purposes and for the purpose of providing enhanced Synergy-based SIS services to its customer school districts without being subject to Edupoint's review and moderation service and without having to pay ST Subscriber Fees. Obviously, the ST Developer would assume all responsibilities for the support and maintenance of the derivative works produced and placed into production.</p>

The terms and conditions and costs of licensing the Synergy Technology Application Development Framework (ST) will be negotiated between the parties at a later date.

Synergy/ Edupoint Premium Maintenance Plans

	Additional Annual Fee	Number of Users Conference Registrations with Travel
Basic	\$0	0
Bronze	\$3,000	2
Silver	\$4,500	3
Gold	\$6,000	4
Platinum	\$7,500	5

A La Carte Services

	Cost
System Configuration Health Check	\$3,500
School Readiness Check	\$3,500

System Configuration Health Check Description:

1. Make sure that the GENESIS/GENESEA Patching Process is being implemented consistently and is done correctly.
2. Review the REV_ERROR table for issues.
3. Review database tables size and write one time and/or scheduled jobs to limit the size of tables that grow over time.
4. Shrink databases if appropriate after tables are trimmed.
5. Review all operating systems and database management systems updates and patches to ensure currency.

School Readiness Check Description

1. Review the results of the new year rollover and summer school conclusion processes and any type of mass loading of feeder school student data.
2. Review the application security set up to ensure appropriate changes have been made related to new staff, new or redefined roles relative to prior year, organizational changes, etc.
3. Review the application set up to ensure consistency with changes to state or federal reporting requirements, local school district Board policy changes that may become effective within the new school year, new features and functionality within the June release.
4. Review of prior year's issues reported to Edupoint's support group which turned out not to be application software defects, to determine either apparent training needs or needed set up changes.

Edupoint General Pricing Notes that Apply to All Price Models (included in this proposal):

- 1) The number of days shown in Figure 1, 2, and 3 of this Price Proposal include travel expenses; travel schedules to place Edupoint staff on-site are set at least two business weeks in advance and the on-site requirement is for a minimum of three (3) consecutive business days. Edupoint's inclusion of travel expenses embedded within daily billing rates assumes that implementation projects will make maximum use of electronic conferencing and meeting services. SD's and ESD's may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional professional services (beyond the number of days included in the Edupoint price proposal as shown in Figures 1, 2, and 3) from Edupoint at a daily rate of \$1,150/ day. If the SD/ESD chooses to abide by the requirement mentioned above, then this rate will include travel. However, if the SD/ESD chooses to provide less than two weeks, notice or requests fewer than three days onsite, this rate does not include travel expenses, which will be billed monthly as actually incurred not to exceed the GSA Guidelines for the Northwest region.
- 2) The number of days shown in Figure 1, 2, or 3 are reserved for the individual SD or ESD, and each SD or ESD can influence how these days will be used over the course of the implementation project. Edupoint provides a System Implementation Methodology which, based on Edupoint's experience, represents the best practice approach to implementation, but Edupoint also recognizes that one size doesn't fit all. Each of the SD's and ESD's within the consortium have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the SIS implementation project. Where one SD or ESD may have significant capacity to handle technical or training tasks itself, thereby freeing Edupoint resources for more effort on another task such as converting additional years of historical data, another may not. Therefore, in order to allow each SD or ESD to make the best use of both its and Edupoint's resources available for implementation, Edupoint is providing this flexible resource allocation plan. Edupoint expects that upon the start of each implementation project the Edupoint project team and the SD's or ESD's core team will collaborate on the development of the project charter and work plan, and that this effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Edupoint and SD or ESD resources. A result of this flexible allocation of Edupoint implementation resources may be that at the conclusion of the implementation effort, a given SD or ESD may not have used all of the days shown in Figures 1, 2, or 3. In this event the unused days are "banked" on behalf of the given SD or ESD and may subsequently be used to access Edupoint's technical and support resources at the discretion of the given SD or ESD. "Banked" Edupoint resources must be used within 36 months of the conclusion of the initial implementation effort.
- 3) Edupoint's proposal includes required third-party integration between Synergy and other systems through re-use of interface/integration techniques that have already been developed by Edupoint or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Prices do not include any custom interfaces/integrations (data exports or imports), or custom reports. Custom interfaces/integrations (between Edupoint's SIS and other software applications from either 3rd parties or developed by the SD or ESD) and custom reports are defined as any interface/integration or report which requires Edupoint developers to write software code.
- 4) Edupoint's recommendation is that SD's and ESD's implement the Synergy solution as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into Synergy. The majority of Synergy customers use Synergy as a true COTS solution requiring no vendor customization. As such, no custom development has been included in these prices. Once the COTS solution has been implemented, Edupoint(if necessary) will provide its process consulting experts to work with the SD or ESD (using the change management process) to price any required customizations. The SD or ESD also has the option of including Edupoint's Synergy Technology Application Development Platform and application source code within the Synergy solution, giving the SD or ESD the ability to develop their own extensions and customizations to Synergy.

5) For each SD acquiring Edupoint's SIS via this procurement, Edupoint will provide a fixed number of days of implementation and technical service. The number of days for each SD is as shown in Figure 1 and Figure 2.

6) For each ESD acquiring Edupoint's SIS via this procurement, Edupoint will provide a fixed number of implementation and technical service days in order to realize a technology transfer from Edupoint to the ESD's IT and SIS support staffs, so that these staffs acquire the capability to implement the SIS for each of their customer SD's and operate and support (with Edupoint's continuing support and assistance) the SIS on an on-going basis. The number of days is shown in Figure 3.

7) This note is an explanation of the rationale for the small change in the support costs across business models. Edupoint charges \$1.10 per student for Model 1 and 2 and \$.90 per student for Model 3 and 4. In Edupoint's experience in supporting individual school districts and school district collective service centers, there is minimal material difference in the volume of requests for support received by Edupoint. For example; a regional service center serving 20 school districts with a total of 60,000 students will generate approximately the same number of support service requests to Edupoint as one individual school district of 60,000 students, even though the support service requests from the 20 school districts are, to the extent possible, being triaged, diagnosed, and resolved by the regional service center prior to being forwarded to Edupoint. Edupoint has determined that the reason for this seemingly illogical result is that the regional service center is supporting 20 individual school districts, each with its own application set up parameters and business rules, whereas the one school district of 60,000 students is operating under only one set of application set up parameters and business rules.

8) Support for Open LDAP – The OSIS RFP did not contain a requirement for the support of Open LDAP and consequently Edupoint's original proposal did not include a response to this requirement or address any cost that might be associated with providing support for Open LDAP. However, during the December 14th through 16th negotiations session with OSIS, support for Open LDAP was presented by some OSIS members as a requirement. Edupoint will provide support for Open LDAP, but considers this a customization never previously requested by any Edupoint customer and therefore, Edupoint will have to undertake support for Open LDAP as original new development. The one-time cost for this new development work will be an additional \$20,000 beyond all pricing previously submitted in either Edupoint's original price proposal or in pricing revisions submitted in response to the negotiations process. The results of this new development work will be incorporated into Edupoint's ongoing Synergy SIS solution, without an incremental increase in support or maintenance costs.

9) Multi-district Options: Currently, hosting multiple districts in one instance is viewed as a positive feature-rich solution to OSIS members. Accordingly, the OSIS members requested that the Company examine this capability as it currently exists and develop options for developing this capability within the Synergy SIS. The Company provides two options for moving forward on this request which are outlined in the document titled "Multi-district Options 1_12_12".

Additional RFP Pricing Questions:

Describe when your firm starts the maintenance period, for example 60 days after implementation, at end of one year warranty, etc.

Under perpetual licensing (Pricing Models 1 and 3), the maintenance period begins upon initial installation of the licensed COTS application software.

Under subscription licensing (Pricing Models 2 and 4) maintenance is included in the subscription fee and becomes effective upon initial installation of the hosted SIS service.

Provide information about possible discounts or situations that would decrease the maintenance fees for a district. For example, providing a percentage discount for advance payments.

Edupoint routinely provides discounts for advanced payments on software maintenance or software subscription fees. The discount offered in this proposal is 2% for each year that is paid in advance.

Figure 1:

Oregon eSIS Districts	ADMr	Service Days Included in Pricing Model 1 or 2
AstoriaSD	1,896	15
Banks SD	1,194	10
BeavertonSD	38,120	304
Bend-La PineSD	15,835	126
CanbySD	4,999	40
Centennial SD	6,687	53
ClatskanieSD	830	7
ColtonSD	676	5
Coos BaySD	3,430	27
CorbettSD	912	7
DavisDouglas SD	10,855	87
EaglePointSD	4,228	34
Eugene SD	17,475	139
Forest GroveSD	6,231	50
GastonSD	480	5
GladstoneSD	2,093	17
Gresham-BarlowSD	12,262	98
HillsboroSD	20,769	166
Jewell SD	153	5
KnappaSD	476	5
Lake OswegoSD	6,759	54
LebanonSD	4,303	34
MolallaSD	2,808	22
Neah-Kah-NieSD	714	6
Nestucca Valley ESD	540	5

North Clackamas SD	17,620	141
Oregon CitySD	8,305	66
Oregon TrailSD	4,101	33
ParkroseSD	3,456	28
PortlandSD	45,748	365
Rainer SD	1,088	9
ReynoldsSD	11,161	89
RiverdaleSD	543	5
SeasideSD	1,526	12
SherwoodSD	4,759	38
SpringfieldSD	10,807	86
St HelensSD	3,602	29
Three Rivers SD	5,183	41
Tigard-TualatinSD	12,701	101
TillamookSD	2,027	16
VernoniaSD	618	5
Warrenton-HammondSD	890	7

Figure 2:

Other Participating Districts	ADMr	Service Days Included in Pricing Model 1 or 2
Adrian SD	246	5
AnnexSD	63	5
ArockSD	14	5
Athena-WestonSD	541	5
Baker SD	2,064	16
Burnt RiverSD	38	5
CoveSD	253	5
EchoSD	253	5

ElginSD	396	5
Harper SD	65	5
HelixSD	168	5
HermistonSD	4,994	40
HuntingtonSD	82	5
ImblerSD	324	5
IoneSD	170	5
Jordan ValleySD	77	5
JunturaSD	13	5
La GrangeSD	2,151	17
Milton-FreewaterSD	2,004	16
Morrow SD	2,235	18
North PowderSD	245	5
NyssaSD	1,200	10
OntarioSD	2,495	20
PendletonSD	3,292	26
Pilot RockSD	358	5
Pine EagleSD	173	5
Salem-KelzerSD	40,256	321
StanfieldSD	585	5
UkiahSD	48	5
Umatilla SD	1,361	11
UnionSD	406	5
ValeSD	926	7

Figure 3:

Oregon ESD's	ADMr	Service Days Included in Pricing Model 3 or 4
Multnomah ESD	91,624	146
Northwest ESD	63,967	102
Clackamas ESD	47,361	76
InterMountain ESD	22,059	35
Malheur ESD	5,181	8
Cooperative Groups or New ESDs	TBD	TBD (To Be Determined) – See Note 1

Note 1: When a Cooperative Group or new Education Service District is established, the number of students expressed as ADMr in the Cooperative Group or new ESD will be calculated based on Exhibit J to Price Agreement G-2012-100. The total ADMr so calculated will be used to establish the number of "Service Days Included in Pricing Model 3 or 4", by dividing the total ADMr of the Cooperative Group or new ESD by the ADMr of the Multnomah ESD as in the above table in Figure 3. The ratio yielded by this division will be applied to the number of service days shown on the above table for the Multnomah ESD, and the resulting days (rounded up to the nearest whole day) will establish the number of service days for the Cooperative Group or new ESD.

EDUPOINT MODEL 1 – SD PERPETUAL LICENSE/LOCALLY HOSTED

Price Model Summary – District licenses software based on a perpetual license model and the software is locally hosted by the district (Self-Hosting).

1. Purchase/ASP Price

Enter your prices per ADMr for the following items.

	Locally Hosted	Vendor as ASP Model
Hardware (if applicable)	\$3.45 1 st year only (Note 1)	
Core Software	\$10.00 1 st year only (Note 2)	
Required Modules:		
● Special Education	\$0	
● Parent/Student Portal	\$0	
● Teacher Gradebook/Portal	\$0	

Note 1 – The total hardware cost for a 20,000 ADM district would be \$69,000 as outlined in the attached hardware recommendations document, for a one-time first year cost of \$3.45 per ADMr ($\$69,000/20,000 \text{ ADMr} = \3.45). The SD may purchase this equipment themselves or purchase the equipment through Edupoint, in which case the full payment would be due upon delivery.

Note 2 – The Edupoint proposal includes the license of the Synergy student information system (PreK-12), Master Schedule Builder, Synergy Special Education, ParentVUE/StudentVUE web portals, and the TeacherVUE gradebook.

2. Implementation Price Menu– Only for SD’s Implementing the Core Modules Prior to Required Modules

Districts will pick implementation services from the following menu. Districts may purchase as many or as few services as they need. Vendors will put an * next to any service that is required by the vendor (i.e. vendor requires districts to purchase that item). Enter price per ADMr.

Annual Maintenance (years 1-5)

Item	Installation & Configuration*	Data Conversion*	Testing *	Training *	Year 1	Year 2	Year 3	Year 4	Year 5
Core Modules	← \$10.00/student 1 st year only →			*	\$3	\$3	\$3	\$3	\$3
Required Modules:									
Special Education	\$ 0								→
Parent/Student Portal	\$ 0								→
Teacher Gradebook/Portal	\$ 0								→

*All districts will receive implementation services to include project management, installation/configuration, application and security set-up, data conversion, external interfaces, training, testing and quality assurance, support and maintenance and process consulting as described in Edupoint’s System Implementation Methodology. The number of service days is shown on Figure 1 or Figure 2.

EDUPOINT MODEL2 – SD - SUBSCRIPTION/EDUPOINT HOSTED

Price Model Summary – District licenses software based on a subscription license model with the hardware placed on-site at the district if over 3,000 ADMr or within Edupoint’s cloud if under 3,000 ADMr.

1. Purchase/ASP Price

Enter your prices per ADMr for the following items.

	Locally Hosted	Vendor as ASP Model
Hardware (if applicable)		
Core Software		\$5.00 (See Notes 1 & 2)
Required Modules:		
• Special Education		\$0
• Parent/Student Portal		\$0
• Teacher Gradebook/Portal		\$0

Note 1 – Edupoint would provide recommended ASP hosting with hardware placed on-site at the district location or in Edupoint’s cloud if SD has less than 3,000 ADMr for \$1.00/student annually. This model includes hardware, system software, computer systems administration, release management, nightly backups, and disaster recovery services. A minimum charge of \$2,500 per year is required under this pricing model.

Note 2 – A subscription software license fee of \$4.00/student would be paid annually, at the beginning of each service year. The Edupoint proposal includes the license of the Synergy basic student information system (PreK-12), plus Master Schedule Builder, Synergy Special Education, ParentVUE/StudentVUE web portals, and the TeacherVUE gradebook.

2. Implementation Price Menu– Only for SD’s Implementing Core Modules Prior to Required Modules

Districts will pick implementation services from the following menu. Districts may purchase as many or as few services as they need. Vendors will put an * next to any service that is required by the vendor (i.e. vendor requires districts to purchase that item). Enter price per ADMr.

Annual Maintenance (years 1-5)

Item	Installation & Configuration*	Data Conversion*	Testing *	Training *	Year 1	Year 2	Year 3	Year 4	Year 5
Core Modules	← \$2.00/student/year →				\$1	\$1	\$1	\$1	\$1
Required Modules:									
Special Education	\$0								→
Parent/Student Portal	\$0								→
Teacher Gradebook/Portal	\$0								→

*** Note 1:** All districts will receive implementation services to include project management, installation/configuration, application and security set-up, data conversion, external interfaces, training, testing and quality assurance, support and maintenance and processes consulting as described in Edupoint’s System Implementation Methodology. The number of service days is shown on Figure 1 and Figure 2. Implementation costs of \$10.00 per student are spread over the first five (5) years.

EDUPOINT MODEL 3 – ESD (as ASP) PERPETUAL LICENSE/LOCALLY HOSTED

Price Model Summary –ESD licenses software based on a perpetual license model and the software is locally hosted by the ESD (Self-Hosting). Note: Edupoint does not offer a model whereby an ESD or SD operating as an ESD may implement Special Education, Parent/Student Portal, or Teacher Gradebook/Portal prior to implementing the Core Software.

1. Purchase/ASP Price

Enter your prices per ADMr for the following items.

	Locally Hosted	Vendor as ASP Model
Hardware (if applicable)	\$3.45/student 1 st year only (Note 1)	
Core Software	\$10.00 (Note 2)	
Required Modules:		
● Special Education	\$0	
● Parent/Student Portal	\$0	
● Teacher Gradebook/Portal	\$0	

Note 1 – The total hardware cost for a 20,000 ADM district would be \$69,000 as outlined in the attached hardware recommendations document, for a one-time first year cost of \$3.45 per ADMr (\$69,000/20,000 ADMr = \$3.45). The ESD may purchase this equipment themselves or purchase the equipment through Edupoint, in which case the full payment would be due upon delivery.

Note 2 – A perpetual software license fee of \$10.00/student would be paid in the first year; thereafter there would be no additional license fee. The Edupoint proposal includes the license of Synergy student information system (PreK-12), Master Schedule Builder, Synergy Special Education, ParentVUE/StudentVUE web portals, and the TeacherVUE gradebook.

2. Implementation Price Menu

Districts will pick implementation services from the following menu. Districts may purchase as many or as few services as they need. Vendors will put an * next to any service that is required by the vendor (i.e. vendor requires districts to purchase that item). Enter price per ADMr.

Annual Maintenance (years 1-5)

Item	Installation & Configuration*	Data Conversion*	Testing*	Training*	Year 1	Year 2	Year 3	Year 4	Year 5
Core Modules	← \$2.00/student See note 1 →				\$3	\$3	\$3	\$3	\$3
Required Modules:									
Special Education	\$0								
Parent/Student Portal	\$0								
Teacher Gradebook/Portal	\$0								

* Note 1: Edupoint would provide implementation services to include project management, installation/configuration, application and security set-up, data conversion, external interfaces, training, testing and quality assurance, support and maintenance and processes consulting as described in Edupoint’s System Implementation Methodology for the host ESD.

The number of service days is shown in Figure 3.

EDUPOINT MODEL 4 – ESD SUBSCRIPTION/EDUPOINT HOSTED (as ASP)

Price Model Summary –ESD licenses software based on a subscription license model and the software is hosted by Edupoint. Note: Edupoint does not offer a model whereby an ESD or SD operating as an ESD may implement Special Education, Parent/Student Portal, or Teacher Gradebook/Portal prior to implementing the Core Software.

1. Purchase/ASP Price

Enter your prices per ADMr for the following items.

	Locally Hosted	Vendor as ASP Model
Hardware (if applicable)		
Core Software		\$5.00/student/year (See Notes 1 & 2)
Required Modules:		
• Special Education		\$0
• Parent/Student Portal		\$0
• Teacher Gradebook/Portal		\$0

Note 1 – Edupoint would provide recommended ASP hosting with hardware placed in Edupoint’s cloud for \$1.00/student annually for the hosting service. This model includes hardware, system software, computer systems administration, release management, nightly backups, and disaster recovery services. Additionally, for each ESD customer school district with ADMr over 3,000 Edupoint will position local servers in the SD.

Note 2 – A subscription software license fee of \$4.00/student would be paid annually. The Edupoint proposal includes the license of the Synergy student information system (PreK-12), Master Schedule Builder, GENESEA Special Education, ParentVUE/StudentVUE web portals, and the TeacherVUE gradebook.

2. Implementation Price Menu

Districts will pick implementation services from the following menu. Districts may purchase as many or as few services as they need. Vendors will put an * next to any service that is required by the vendor (i.e. vendor requires districts to purchase that item). Enter price per ADMr.

Annual Maintenance (years 1-5)

Item	Installation & Configuration*	Data Conversion*	Testing*	Training*	Year 1	Year 2	Year 3	Year 4	Year 5
Core Modules	← \$0.40/student		See note 1	→	\$1	\$1	\$1	\$1	\$1
Required Modules:									
Special Education	\$0								→
Parent/Student Portal	\$0								→
Teacher Gradebook/Portal	\$0								→

Note 1: All ESD will receive implementation services to include project management, installation/configuration, application and security set-up, data conversion, external interfaces, training, testing and quality assurance, support and maintenance and processes consulting as described in Edupoint's System Implementation Methodology. The number of service days is shown on Figure 3. Implementation costs of \$2.00 per student are spread over the first five (5) years.

EXHIBIT C
SOFTWARE PERPETUAL LICENSE AGREEMENT
OSIS Version G2012.02.15

THIS AGREEMENT, by and between Edupoint Educational Systems LLC, hereinafter referred to as "Company", and _____, hereinafter referred to as "Licensee," in consideration of the mutual promises and subject to the terms and conditions set forth herein, is as follows:

A. **SPECIFIC SOFTWARE PRODUCTS** – Company hereby agrees to provide Licensee with the Licensed Software Products as specifically set forth in the Master Price Agreement G2012-100 ("Master Agreement") to an OSIS member school district (SD) or OSIS member education service district (ESD), or other Cooperative Group, either hereinafter referred to as "Licensee." This Software Perpetual License Agreement ("License Agreement") is subject to the Master Agreement. Conflicts between the Master Agreement and the License Agreement will be resolved in favor of the Master Agreement. Oregon school districts or ESD's that did not sign the Salem-Keizer SD Oregon SIS joint Procurement IGA may only license the Licensed Software Products if they are directly affiliated through an OSIS authorized ESD or Cooperative group.

B. **LICENSE** – Licensee is hereby granted a one-time, non-exclusive license for the use of the Licensed Software Products. If the Licensee is an SD, the license granted hereby is for use by the Licensee only, for its own internal operational purposes. The Licensee may not re-license the Licensed Software Products, and may not use the Licensed Software Products to provide services to other Licensees. If the Licensee is an ESD or other Cooperative Group, the license granted hereby is for the Licensee's own internal use and for use by the Licensee to provide services to other Licensees; however the ESD or Cooperative Group Licensee may not re-license the Licensed Software Products. Licensee agrees not to duplicate or permit the Licensed Software Products to be used by others without the express written consent of Company.

C. **LIMITED WARRANTY** – Company represents that its sales literature and illustrative brochures are accurate in all material respects. Licensed Software Products are, however, subject to continued revision and may, at times, be at variance with the sales literature.

For a period of twelve (12) months following the date the Licensee completes its UAT Acceptance or places the Licensed Software Products into production for either pilot or general deployment, whichever first occurs, Company shall correct all material substantive errors in the Licensed Software Products as reported in writing to Company by Licensee. During this twelve (12) month warranty period, Licensee is not entitled to any software updates or enhancements (except those required to correct material substantive errors in the Licensed Software Products as reported in writing to Company by Licensee), unless Licensee has also executed the Software Maintenance Agreement with Company.

D. **LIMITATION OF LIABILITY COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE CORRECTION OR REPLACEMENT OF THE LICENSED SOFTWARE PRODUCTS. COMPANY SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON, FIRM, OR ORGANIZATION FOR ANY LOST PROFITS, ANY CLAIM OR DEMAND AGAINST LICENSEE BY ANY OTHER PARTY, OR FOR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THE FACT COMPANY MAY HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGES. COMPANY AND LICENSEE ACKNOWLEDGE THAT THIS LICENSE AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CORRECTION OR REPLACEMENT OF ANY DEFECTIVE OR INCOMPLETE LICENSED SOFTWARE PRODUCTS HEREUNDER SHALL BE LICENSEE'S EXCLUSIVE REMEDY.**

E. **PROPRIETARY RIGHTS** – Licensee hereby acknowledges: (i) Company's proprietary and superior interest in the Licensed Software

Products; and (ii) the reservation of all rights and privileges with respect to the Licensed Software Products not expressly granted herein. Licensee acknowledges and agrees that the Licensed Software Products constitute a trade secret and/or proprietary information of Company. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in the Licensed Software Products, are and shall remain the property of Company. Company hereby reserves all rights not otherwise expressly granted herein. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this License Agreement shall be void. Except as expressly authorized by this License Agreement, Licensee shall not modify or alter the Licensed Software Products, provide any entity with the means or otherwise authorize any entity to do so, reverse engineer any software or attempt to create source code for any software by any means. Enhancements made on behalf of or at the request of Licensee by Company shall be owned by and proprietary to Company. Licensee shall have the right to make changes, modifications, alterations or enhancements (collectively referred to as "Enhancements") to the Licensed Software Products. Provided such Enhancements are made solely by Licensee, Licensee shall own said Enhancements subject to the following: (i) Licensee shall not by reason of the ownership of any Enhancements receive or otherwise acquire any interest in the Licensed Software Products not specifically granted under this License Agreement; and (ii) Licensee shall not license or sublicense the Enhancements to any third party without the prior written consent of Company, which consent may be withheld in Company's sole and absolute discretion.

F. **CONFIDENTIAL AND VALUABLE SUBSTANCE** – Licensee recognizes that the Licensed Software Products have substantial monetary value and are considered **TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL**. Company is desirous of maintaining rigorous control over the Licensed Software Products. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Licensee shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Licensee shall restrict access to the Licensed Software Product to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee's business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, both hereinafter referred to as Contractors, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Company. Company agrees that it will not unreasonably withhold such consent. For each such Contractor, before allowing Contractor access to Confidential information, Licensee will require Contractor to sign a non disclosure agreement of a form acceptable to the Company and submit this form to the Company for approval. If Company does not respond that Contractor is unacceptable within ten (10) business days of receipt of such form the Contractor shall be deemed acceptable to Company. Non disclosure agreements under this provision shall not be required in the event Contractor is an employee or agent of another State of Oregon Licensee of the Company's Software Products.

4. Licensee shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Licensee agrees to notify Company, in writing, as soon as it becomes aware of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company's rights.
- G. CONTROL OF CHANGES – Licensee shall submit all requests for changes in writing.
- H. PAYMENT – The licensing fees to be paid by Licensee for the Licensed Software Products are set forth in Exhibit B of the Price Agreement G2012-100. Licensee agrees to pay, on a non-refundable basis, the license fees based upon the payment schedule set forth in Exhibit B. All payments are due within thirty (30) days of invoice date.
- I. TAXES – Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Licensed Software Products or the services to be performed pursuant to this License Agreement, exclusive of taxes based on the net income of Company.
- J. ASSIGNMENT – So long as the license under this License Agreement is in effect, the services to be performed by Company are personal in character and neither this License Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this License Agreement. Notwithstanding the foregoing, Company may assign this License Agreement or its rights, interest or obligations under this License Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this License Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- K. INDEMNITY – With the exception of those software products for which Company is merely acting as an authorized distributor (Third Party Components), Company hereby warrants that it holds absolute ownership of right to sublicense all of the Licensed Software Products subject to this License Agreement. Company shall indemnify, defend, and hold Licensee harmless from any claim of other persons or entities (including reasonable legal fees) with respect to any claimed infringement of patents, copyrights, trade secrets, or proprietary rights, provided Licensee gives reasonable and timely written notice of any such claims to Company.
- L. CHOICE OF LAW – This License Agreement shall be interpreted under and construed in accordance with the internal laws of the State of Oregon, without reference to the rules of conflicts of law thereof.
- M. TERM OF LICENSE AGREEMENT - The term of the License Agreement shall be for five (5) years from the date of execution with fifteen automatic one (1) year renewals thereafter to a cumulative twenty (20) years, without additional cost to Licensee. This License Agreement may be terminated by Licensee during the Term of the License Agreement as provided in the Master Agreement.
- N. BINDING – This License Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.
- O. GENERAL – No amendments, modifications, or supplements to this License Agreement shall be binding unless they are in writing and signed by both parties hereto. Neither party shall be liable for any delay or failure to perform its obligations under this License Agreement if a force beyond its control causes such delay or failure. The phrase "force beyond its control" shall include, but not be limited to: war, embargoes, strikes, civil strife or disturbances, fires, floods, acts of God, governmental restrictions, communication line failures, power failures (including third party vendor delays), and any other cause totally beyond the control of either party.
- No action, regardless of form, arising out of this License Agreement may be brought by either party more than one (1) year after the cause of action has arisen, or, in the area of nonpayment, more than one (1) year from the date of the last payment.
- P. SOURCE CODE ESCROW – Company will store with a third party Escrow Agent one copy covering all Licensees within the State of Oregon, certain computer source code for the program(s) licensed as part of this License Agreement, including all Company-owned source code necessary to continue operations of Licensed Software Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in its Software Source Code Escrow Agreement (see Exhibit H of the Price Agreement G-2012-100). The Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Agent.
- Unless a release event occurs, in no event shall the Licensee have the right to use the Source Code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the Source Code to any other person or entity for any purpose. The Licensee, as well as any Licensee authorized contractors or agents will also be obligated to treat the Source Code as confidential information of Company under this License Agreement.



EXHIBIT D
SOFTWARE PERPETUAL MAINTENANCE AGREEMENT OSIS
 Version G2012.02.15

THIS AGREEMENT, by and between Edupoint Educational Systems, hereinafter referred to as "Company", and _____ hereinafter referred to as "Licensee," in consideration of the mutual promises and subject to the terms and conditions set forth herein, is as follows:

A. **ANNUAL MAINTENANCE SERVICE** – Company Software Maintenance Service becomes effective upon the initial installation of the Licensed Software and includes program updates and new system versions after warranty expiration. Software updates are available after the LIMITED WARRANTY expires, unless the Licensee executes this Software Maintenance Agreement concurrently with the Software License Agreement, in which case software updates become available starting on the date of initial installation of the licensed software at the Licensee's site.

Company provides maintenance and support services for the current version and the immediately prior version only

Licensee shall select one of the three maintenance and support plans; Basic Plan, Premium Plan or Direct Support Plan. The selected plan shall be set forth on the agreement between the parties.. Both the Basic Plan and the Premium Plan are based upon the Licensee or the Licensee's ESD or Cooperative Group providing its own first level support of the Licensed Software Product, such that support requests from the Licensee's school operations and Licensee office staff are routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk or that of its ESD or Cooperative Group SIS service provider. Support requests that cannot be resolved by the Licensee's internal support group or that of its ESD or Cooperative Group SIS service provider will be routed to Company for resolution.

1) **BASIC PLAN**

a) **Software Updates Include:**

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve Interfaces between the Licensed Software Products and other client software application systems so long as Company provided such interfaces to the client and the client has not altered such interfaces.

b) **Support Includes:**

- Company Staff will be available to answer questions and resolve issues between the hours of 8 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

c) **Major Outage**

Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss,

corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

Response Time for a Major Outage

E-support response time – within two (2) hours.

Phone support – within one (1) hour.

d) **Non-Major Outage**

Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

Response Time for a Non-Major Outage

E-support response time – within two (2) business days.

Phone support – within one (1) business day.

2) **PREMIUM PLAN** – This plan includes everything included in the Basic Plan plus additional services as defined in the designations below: Bronze, Silver, Gold and Platinum. Unless otherwise specified on an attachment or exhibit to this agreement, the Licensee will receive maintenance and support as per the Basic Plan..

• **Bronze .**

- Licensee may send two (2) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

- Silver
 - Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold.
 - Licensee may send four (4) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum
 - Licensee may send five (5) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in events must be made at least 30 days prior to the event. Licensees may send additional staff at Licensee's own expense. Travel expenses do not include parking, transportation to/from hotel, incidentals at hotel, evening meals, or fees associated with travel changes made after booking.

3) **DIRECT SUPPORT PLAN** – This plan is for Licensees that do not provide their own first level support for the Licensed Software Product, but rather allow the Licensee's school operations and Licensee office staff to request support services directly from Company.

- a) Software Updates Include: Same as Basic Plan
- b) Support Includes: Same as Basic Plan

- B. **PAYMENT** – The cost for the Annual Maintenance Service is listed in Exhibit B to the Price Agreement G-2012-100. Licensee agrees to pay all amounts billed in accordance with this Agreement within thirty (30) days of invoice date.
- C. **LIMITATION OF LIABILITY: EXCLUSIVE REMEDY**-Company's LIABILITY HEREUNDER SHALL BE LIMITED TO THE CORRECTION OF ANY DEFECTS IN THE MAINTENANCE SERVICES PROVIDED HEREUNDER. Company SHALL NOT BE LIABLE TO Licensee OR ANY OTHER PERSON, FIRM, OR ORGANIZATION FOR ANY LOST PROFITS, ANY CLAIM OR DEMAND AGAINST Licensee BY ANY OTHER PARTY, OR FOR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THE FACT Company MAY HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGES. Company AND Licensee ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensee EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CORRECTION OR REPAIR OF ANY DEFECTIVE OR INCOMPLETE MAINTENANCE SERVICES HEREUNDER SHALL BE Licensee'S EXCLUSIVE REMEDY.
- D. **TAXES** – Licensee agrees to pay any and all amounts equal to any taxes resulting from the maintenance of the Licensed Software Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.
- E. **ASSIGNMENT** – So long as the maintenance service under this Agreement is in effect, the services to be performed by COMPANY are personal in character and neither this Agreement nor any duties or

obligations hereunder may be assigned or delegated by COMPANY unless first approved by LICENSEE by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, COMPANY may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to COMPANY, whether by way of asset sale, merger or other transfer of COMPANY or its business, without LICENSEE'S consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Company guarantees support for the Licensed Software through June 30, 2017. Further the Company agrees that any assignment of this Agreement by Company will include an obligation that the assignee continue support for a period of three (3) years beyond the effective date of the assignment.

- F. **INDEMNITY** – With the exception of those software products for which Company is merely acting as an authorized distributor (Third Party Components), Company hereby warrants that it holds absolute ownership or right to sublicense all of the Licensed Software Products subject to this Agreement. Company shall indemnify, defend, and hold Licensee harmless from any claim of other persons or entities (including reasonable legal fees) with respect to any claimed infringement of patents, copyrights, trade secrets, or proprietary rights, provided Licensee gives reasonable and timely written notice of any such claims to Company.
- G. **CHOICE OF LAW** – This Agreement shall be interpreted under and construed in accordance with the internal laws of the State of Oregon, without reference to the rules of conflicts of law thereof.
- H. **TERM OF AGREEMENT** – The initial term of the Agreement shall be five (5) years commencing from the date of initial installation. This Agreement may be renewed for successive one (1) year terms by mutual agreement of the parties and the payment by Licensee to Company of the annual maintenance fee for the renewal term. Company agrees that annual maintenance fees between renewal terms will not increase more than the rolling average of the prior three years Consumer Price Index.
- I. **DEFAULT** – in the event of any default by either party in a material provision of this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the specific reason or reasons constituting such default. Should the defaulting party not cure the default within thirty (30) days after receipt of such written notice, the non-defaulting party may terminate this Agreement
- J. **BINDING** – This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.
- K. **GENERAL** – No amendments, modifications, or supplements to this Agreement shall be binding unless they are in writing and signed by both parties hereto. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if a force beyond its control causes such delay or failure. The phrase "force beyond its control" shall include, but not be limited to: war, embargoes, strikes, civil strife or disturbances, fires, floods, acts of God, communication line failures, power failures (including third party vendor delays), and any other cause totally beyond the control of either party. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, or, in the area of nonpayment, more than one (1) year from the date of the last payment.

EXHIBIT E
SOFTWARE SUBSCRIPTION LICENSE AGREEMENT
OSIS Version G2012.02.15

THIS AGREEMENT, by and between Edupoint Educational Systems LLC, hereinafter referred to as "Company", and _____, hereinafter referred to as "Licensee," in consideration of the mutual promises and subject to the terms and conditions set forth herein, is as follows:

- A. SPECIFIC SOFTWARE PRODUCTS** – Company hereby agrees to provide Licensee with the Licensed Software Products as specifically set forth in the Price Agreement G2012-100, to an OSIS member school district (SD) or OSIS member education service district (ESD), or other Cooperative Group, either hereinafter referred to as "Licensee". Oregon school districts or ESD's that did not sign the Salem-Keizer SD Oregon SIS joint Procurement IGA may only license the Licensed Software Products if they are directly affiliated through an OSIS authorized ESD or Cooperative Group.
- B. LICENSE** – Licensee is hereby granted a one-time, non-exclusive license for the use of the Licensed Software Products. If the Licensee is an SD, the license granted hereby is for use by the Licensee only, for its own internal operational purposes. The Licensee may not re-license the Licensed Software Products, and may not use the Licensed Software Products to provide services to other Licensees. If the Licensee is an ESD or Cooperative Group, the license granted hereby is for the Licensee's own internal use and for use by the Licensee to provide services to other Licensees; however the ESD or Cooperative Group Licensee may not re-license the Licensed Software Products. Licensee agrees not to duplicate or permit the Licensed Software Products to be used by others without the express written consent of Company.
- C. LIMITED WARRANTY** – Company represents that its sales literature and illustrative brochures are accurate in all material respects. Licensed Software Products are, however, subject to continued revision and may, at times, be at variance with the sales literature.
- For a period of twelve (12) months following the date the Licensee places the Licensed Software Products into production for either pilot or general deployment, whichever first occurs, Company shall correct all material substantive errors in the Licensed Software Products as reported in writing to Company by Licensee. During this twelve (12) month warranty period, Licensee is not entitled to any software updates or enhancements (except those required to correct material substantive errors in the Licensed Software Products as reported in writing to Company by Licensee), unless Licensee has also executed the Software Maintenance Agreement with Company.
- D. LIMITATION OF LIABILITY** Company's LIABILITY HEREUNDER SHALL BE LIMITED TO THE CORRECTION OR REPLACEMENT OF THE LICENSED SOFTWARE PRODUCTS. Company SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON, FIRM, OR ORGANIZATION FOR ANY LOST PROFITS, ANY CLAIM OR DEMAND AGAINST LICENSEE BY ANY OTHER PARTY, OR FOR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THE FACT COMPANY MAY HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGES. Company AND LICENSEE ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CORRECTION OR REPLACEMENT OF ANY DEFECTIVE OR INCOMPLETE LICENSED SOFTWARE PRODUCTS HEREUNDER SHALL BE LICENSEE'S EXCLUSIVE REMEDY.
- E. PROPRIETARY RIGHTS** –Licensee hereby acknowledges: (i) Company's proprietary and superior interest in the Licensed Software Products; and (ii) the reservation of all rights and privileges with respect to the Licensed Software Products not expressly granted herein. Licensee acknowledges and agrees that the Licensed Software Products constitute a trade secret and/or proprietary information of Company. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in the Licensed Software Products, are and shall remain the property of Company. Company hereby reserves all rights not otherwise expressly granted herein. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this License Agreement shall be void. Except as expressly authorized by this License Agreement, Licensee shall not modify or alter the Licensed Software Products, provide any entity with the means or otherwise authorize any entity to do so, reverse engineer any software or attempt to create source code for any software by any means. Enhancements made on behalf of or at the request of Licensee by Company shall be owned by and proprietary to Company. Licensee shall have the right to make changes, modifications, alterations or enhancements (collectively referred to as "Enhancements") to the Licensed Software Products. Provided such Enhancements are made solely by Licensee, Licensee shall own said Enhancements subject to the following: (i) Licensee shall not by reason of the ownership of any Enhancements receive or otherwise acquire any interest in the Licensed Software Products not specifically granted under this Software License Agreement; and (ii) Licensee shall not license or sublicense the Enhancements to any third party without the prior written consent of Company, which consent may be withheld in Company's sole and absolute discretion.
- F. CONFIDENTIAL AND VALUABLE SUBSTANCE** – Licensee recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Company is desirous of maintaining rigorous control over the Licensed Software Products. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.
- Licensee shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
 - Licensee shall restrict access to the Licensed Software Product to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee's business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
 - Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, both hereinafter referred to as Contractors, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Company. Company agrees that it will not unreasonably withhold such consent. For each such Contractor, before allowing Contractor access to Confidential information, Licensee will require Contractor to sign a non disclosure agreement of a form acceptable to the Company and submit this form to the Company for approval. If Company does not respond that Contractor is unacceptable within ten (10) business days of receipt of such form the Contractor shall be deemed acceptable to Company. Non disclosure agreements under this provision shall not be required in the event Contractor is an employee or agent of another State of Oregon Licensee of the Company's Software Products.
 - Licensee shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Company and shall not, without the prior written permission of



EXHIBIT F SOFTWARE SUBSCRIPTION MAINTENANCE AGREEMENT

OSIS Version G2012.02.15

THIS AGREEMENT, by and between Edupoint Educational Systems, hereinafter referred to as "Company", and _____ hereinafter referred to as "Licensee," in consideration of the mutual promises and subject to the terms and conditions set forth herein, is as follows:

A. **ANNUAL MAINTENANCE SERVICE** – Company Software Maintenance Service becomes effective upon the initial installation of the Licensed Software and includes program updates and new system versions after warranty expiration. Software updates are available after the LIMITED WARRANTY expires, unless the Licensee executes this Software Maintenance Agreement concurrently with the Software License Agreement, in which case software updates become available starting on the date of initial installation of the licensed software at the Licensee's site.

Company provides maintenance and support services for the current version and the immediately prior version only

Licensee shall select one of the three maintenance and support plans; Basic Plan, Premium Plan or Direct Support Plan. The selected plan shall be set forth on the agreement between the parties. Both the Basic Plan and the Premium Plan are based upon the Licensee and the Licensee's ESD or Cooperative Group SIS service provider, if applicable, providing its own first level support of the Licensed Software Product, such that support requests from the Licensee's school operations and Licensee office staff are routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk and/or that of its ESD or Cooperative Group SIS service provider, if applicable. Support requests that cannot be resolved by the Licensee's internal support group or that of its ESD or Cooperative Group SIS service provider, if applicable, will be routed to Company for resolution.

1) BASIC PLAN

a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Licensed Software Products and other client software application systems so long as Company provided such interfaces to the client and the client has not altered such interfaces.

b) Support Includes:

- Company Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

c) Major Outage

Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss,

corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

Response Time for a Major Outage

E-support response time – within two (2) hours.

Phone support – within one (1) hour.

d) Non-Major Outage

Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

Response Time for a Non-Major Outage

E-support response time – within two (2) business days.

Phone support – within one (1) business day.

2) **PREMIUM PLAN** – This plan includes everything included in the Basic Plan plus additional services as defined in the designations below: Bronze, Silver, Gold and Platinum. Unless otherwise specified on an attachment or exhibit to this agreement, the Licensee will receive maintenance and support as per the Basic Plan..

• Bronze .

- Licensee may send two (2) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

• Silver

- Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.



- Gold.
 - Licensee may send four (4) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum
 - Licensee may send five (5) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in events must be made at least 30 days prior to the event. Licensees may send additional staff at Licensee's own expense. Travel expenses do not include parking, transportation to/from hotel, incidentals at hotel, evening meals, or fees associated with travel changes made after booking.

3) **DIRECT SUPPORT PLAN** – This plan is for Licensees that do not provide their own first level support for the Licensed Software Product, but rather allow the Licensee's school operations and Licensee office staff to request support services directly from Company.

a) **Software Updates Include:** Same as Basic Plan .

b) **Support Includes:** Same as Basic Plan

B. **PAYMENT** – The cost for the Annual Maintenance Service is listed in Exhibit B of the Price Agreement G2012-100. Licensee agrees to pay all amounts billed in accordance with this Agreement within thirty (30) days of invoice date.

C. **LIMITATION OF LIABILITY: EXCLUSIVE REMEDY**-Company's LIABILITY HEREUNDER SHALL BE LIMITED TO THE CORRECTION OF ANY DEFECTS IN THE MAINTENANCE SERVICES PROVIDED HEREUNDER. Company SHALL NOT BE LIABLE TO Licensee OR ANY OTHER PERSON, FIRM, OR ORGANIZATION FOR ANY LOST PROFITS, ANY CLAIM OR DEMAND AGAINST Licensee BY ANY OTHER PARTY, OR FOR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THE FACT Company MAY HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGES. Company AND Licensee ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensee EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CORRECTION OR REPAIR OF ANY DEFECTIVE OR INCOMPLETE MAINTENANCE SERVICES HEREUNDER SHALL BE Licensee'S EXCLUSIVE REMEDY.

D. **TAXES** – Licensee agrees to pay any and all amounts equal to any taxes resulting from the maintenance of the Licensed Software Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

E. **ASSIGNMENT** – So long as the maintenance service under this Agreement is in effect, the services to be performed by COMPANY are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by COMPANY unless first approved by LICENSEE by written instrument executed and approved in the same manner as this Agreement.

Notwithstanding the foregoing, COMPANY may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to COMPANY, whether by way of asset sale, merger or other transfer of COMPANY or its business, without LICENSEE'S consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Company guarantees support for the Licensed Software through June 30, 2017. Further the Company agrees that any assignment of this Agreement by Company will include an obligation that the assignee continue support for a period of three (3) years beyond the effective date of the assignment.

F. **INDEMNITY** – With the exception of those software products for which Company is merely acting as an authorized distributor (Third Party Components), Company hereby warrants that it holds absolute ownership or right to sublicense all of the Licensed Software Products subject to this Agreement. Company shall indemnify, defend, and

hold Licensee harmless from any claim of other persons or entities (including reasonable legal fees) with respect to any claimed infringement of patents, copyrights, trade secrets, or proprietary rights, provided Licensee gives reasonable and timely written notice of any such claims to Company.

G. **CHOICE OF LAW** – This Agreement shall be interpreted under and construed in accordance with the internal laws of the State of Oregon, without reference to the rules of conflicts of law thereof.

H. **TERM OF AGREEMENT** – The initial term of the Agreement shall be five (5) years commencing from the date of initial installation. This Agreement may be renewed for successive one (1) year terms by mutual agreement of the parties and the payment by Licensee to Company of the annual maintenance fee for the renewal term. Company agrees that annual maintenance fees between renewal terms will not increase more than the rolling average of the prior three years Consumer Price Index.

I. **DEFAULT** – In the event of any default by either party in a material provision of this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the specific reason or reasons constituting such default. Should the defaulting party not cure the default within thirty (30) days after receipt of such written notice, the non-defaulting party may terminate this Agreement

J. **BINDING** – This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

K. **GENERAL** – No amendments, modifications, or supplements to this Agreement shall be binding unless they are in writing and signed by both parties hereto. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if a force beyond its control causes such delay or failure. The phrase "force beyond its control" shall include, but not be limited to: war, embargoes, strikes, civil strife or disturbances, fires, floods, acts of God, communication line failures, power failures (including third party vendor delays), and any other cause totally beyond the control of either party. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, or, in the area of nonpayment, more than one (1) year from the date of the last payment.

Future Release Dates for Functionality Noted during Scripted Demonstrations

EXHIBIT G		This spreadsheet lists all the rows in the RFP where Edupoint indicated "Future".											
		<ul style="list-style-type: none"> • Release Date was noted in the comment documents • Based on final contract, detail requirements gathering/analysis, and evolving district priorities, the listed planned delivery dates indicated might be adjusted and/or refined. 											
RFP Section	#	Item	Required / Desired	Describe	Y	N	C	T	F	Comments	Release Date	Need more information	
Registration / Demographics	31	Supports school choice through enrollment lottery, space availability and proximity criteria.	Desired						X		June 2012	Yes (enrollment lottery and proximity criteria)	
Scheduling-Core	34	Fees can be transferred from one course to another if the student switches courses.	Desired						X		June 2012		
Scheduling-Core	172	Provides the option to create student course requests based upon teacher recommendations.	Desired						X		June 2013		
Scheduling-Core	176	Allows creating and maintaining waiting lists from one term to the next.	Desired						X		June 2012		
Scheduling-Core	199	Debts/fees associated with a course to be printed on a student's schedule.	Desired						X		June 2012		
Transcript / Graduation	24	High school students are defaulted to correct diploma type based on student's grade 9 entry date.	Desired		X					We have Grad Req cohort year	November 2012		
Assessment-Core	38	System calculates and reports classroom and district average test scores.	Desired						X		November 2012	Need report examples	
Assessment-Core	39	System calculates and reports the number of instances of specific test that were taken during a specific time frame.	Desired						X		November 2012	Need report examples	
Assessment-Core	40	System calculates and reports the percentage of scores of a specific test that meets user-defined test criteria (e.g., the percentage of scores between 300 and 400 on a specified test).	Desired						X		November 2012	Need report examples	
Assessment-Core	41	System calculates and reports if a district, school, subgroup or student meets predefined criteria (e.g., AYP participation or performance goals).	Desired						X		November 2012	Need report examples	
Assessment-Core	42	District can design and administer on-line assessments scored with immediate results.	Desired					X		3rd party, cost not in proposal			
Assessment-Core	43	District or school can establish and record links between instructional strategies and elements of a standardized test. Please describe this function.	Desired	x					X				
Assessment-Core	44	District or school can add links on assessment screen(s) to district-defined web sites that have other test data.	Desired					X		3rd party, cost not in proposal			
Assessment-Core	45	District or school can define criteria for linking test performance and scheduling / forecasting so counselors can see flags on students who may need remedial or advanced classes.	Desired					X		3rd party, cost not in proposal			
Assessment-Core	46	Aggregated and individual student test results can be reported graphically (e.g., in a bar chart).	Desired					X		3rd party, cost not in proposal			
Assessment-Core	47	System can produce individual, student, school, and district growth reports using multiple years of test data.	Desired					X		3rd party, cost not in proposal			
Assessment-Core	48	Schools can easily rank order students by defined test score criteria (proficiency level, scale score, etc.).	Desired					X		3rd party, cost not in proposal			

Edupoint has based its development delivery timelines on the assumption that OSIS contracts are finalized and work can begin by February 1st, 2012. Should the contract date slip beyond this date, all delivery timelines would need to be reworked.

Future Release Dates for Functionality Noted during Scripted Demonstrations

Assessment-Core	49 Test scores can be converted from one scale to another within the system, e.g., raw scores from Gates MacGinitie can be converted in software to Normal Curve Equivalent (NCE) or National Percentile (NP).	Desired					X	3rd party, cost not in proposal		
Assessment-Core	50 User security can be set by test. E.g., a user may have the ability to add/edit/delete ELPA scores but not OSAT scores	Desired					X	3rd party, cost not in proposal		
Programs-Core	42 Ability to track documentation sent to parents. Some documents provided to parents have no field data on the document (e.g., 504 Student and Parents Rights document)	Desired	x					X	June 2012	
Programs-Core	43 Ability to create and save district defined (custom) reports for 504 reporting.	Desired	x					X	June 2012	
Programs-Core	44 Allows tracking, exporting and reporting the following data related to 504: - student demographic information (including name, pupil #, SSID #, data of birth, enrolled school, grade, parents, parent email, parent signature) - 504 Coordinator Name, phone number, signature - School Contact Name, phone number, position, signature - Eligibility date - Review date - Beginning date of plan - Termination date of plan - Next Annual review date - Exit date - Initial Eligibility determination or annual review - Impairment rating - Team determination - Action taken: renewal, termination, other - Person making referral: parent/guardian, teacher, other - Attached documents: 504 Annual Review, Termination, Other - Source of Evaluation information: achievement tests, adaptive behavior, medical report, parent determination, teacher recommendation, student work samples, cognitive assessments, school file review, other - Activity which is impaired: walking, seeing, hearing, speaking, breathing, reading, learning, working, self-care, manual tasks, thinking, concentrating - Elig Team Member Name and Title - Reason for renewal, termination, other - Suspended impairment description - Description of how impairment affects life activity	Desired						X	June 2012	
Programs-Core	45 Describe 504 reports that can be generated by the system (e.g., Parent Consent for Initial 504 Evaluation, Parent Notice of Conference, 504 New Referral, etc.)	Required	x						X	June 2012
Response to Intervention										

Edupoint has based its development delivery timelines on the assumption that OSIS contracts are finalized and work can begin by February 1st, 2012. Should the contract date slip beyond this date, all delivery timelines would need to be reworked.

Future Release Dates for Functionality Noted during Scripted Demonstrations

Programs-Core	46	Teaching and non-teaching staff can track academic interventions. The type of academic intervention is selected from a district defined list and can be supported by additional free form text.	Required							X		June 2012	Yes
Programs-Core	47	Teaching and non-teaching staff can indicate if an academic intervention is in process or complete.	Required							X		June 2012	Yes
Programs-Core	48	Teaching and non-teaching staff can indicate if a complete academic intervention was effective or not.	Required							X		June 2012	Yes
Programs-Core	49	Teaching and non-teaching staff can identify, from a district defined list, what was used to assess the effectiveness of the intervention.	Required							X		June 2012	Yes
Programs-Core	50	Accommodates the assignment of a supervising staff member to each intervention and multiple supporting staff members (teaching and non-teaching).	Required							X		June 2012	Yes
Programs-Core	51	Assigned staff members can enter multiple progress updates for each intervention. Updates include the type of progress selected from a district defined list and free form text.	Required							X		June 2012	Yes
Programs-Core	52	Teaching and non-teaching staff can view and report on current and past academic interventions and filter on incomplete interventions.	Required							X		June 2012	Yes
Programs-Core	53	Assigned staff members can generate notifications (alerts) or emails to other assigned members.	Desired							X		June 2012	Yes
Immunization-Health-Core	53	Produces a TB certificate (special form).	Desired							X			Need sample of form
General Global Reqs-Core	71	Districts / schools / teachers can design on-line surveys (e.g., taken by parents on Parent Portal) for parents of individual students, groups of students, students in specific classes, students in specific extra-curricular activities.	Desired							X		November 2012 (updated from June 2012)	
General Global Reqs-Core	77	Supports foreign languages. Please describe which languages are supported and in what capacity they are supported (e.g., field names, reports, parent/student interface, etc.).	Required	x	X							Nov 2011	
General Global Reqs-Core	86	Schools or district can define automatic prorate rules (e.g. family max, discounts for free & reduced meal students, etc.).	Desired							X		The Fee module of GENESIS is being enhanced to allow for the prorating of fees based on family maximums,	
Special Education-Required	10	System accommodates the use of electronic signatures within the program.	Desired							X		Future 2012/2013	
Special Education-Required	11	System supports state and local forms in languages other than English. Please describe this functionality.	Desired	x						X	Sped	Future 2012 timeline - Will support the 15 most common languages used in the US including Spanish	
Special Education-Required	16	Notifications and alerts for SPED students can be set. District or school can specify whether the case manager name displays in a notification/alert.	Desired							X	Sped	Event driven alerts future 2012/2013	

Edupoint has based its development delivery timelines on the assumption that OSIS contracts are finalized and work can begin by February 1st, 2012. Should the contract date slip beyond this date, all delivery timelines would need to be reworked.

Future Release Dates for Functionality Noted during Scripted Demonstrations

Special Education-Required	43	Notifications can be set (with thresholds and triggers) to alert specific staff or groups of staff, such as case managers. Examples: When a SPED student has received a referral, when a SPED student has been suspended, or when a SPED student has a greater than 5 absences & a classroom grade below a C, the case manager and teacher will be notified. Another example: A student is on a 504 plan a notification needs to go to the case manager and school administrator.	Desired							X	Sped	Future Nov 2012	
Special Education-Required	53	District can set whether elements of special ed information can be made available through the parent or student portal.	Required							X	Sped	Future Nov 2012	
Special Education-Required	54	Parents can sign forms using electronic signatures, based on appropriate security defined by the district.	Desired							X	Sped	Future Nov 2012/ updated to Nov 2013	
Special Education-Required	55	Users can access Special Education student data on a mobile device. Please describe this functionality and list which devices are supported.	Desired	x						X	Sped	Future Nov 2012/ updated to Nov 2013	
Special Education-Required	58	Allows multiple referrals to be recorded for each student, including date, person referring, areas of suspected need.	Required							X	Sped	Future Nov 2012	
Special Education-Required	101	Produces an Educational - Short Form Report.	Desired							X	Sped	Planned for June 2012	
Special Education-Required	110	Produce IFSP Early Childhood Special Education Form	Desired							X	Sped	Planned for June 2012	
Special Education-Required	111	Produce IFSP Team Participants Form	Desired							X	Sped	Planned for June 2012	
Special Education-Required	112	Produce IFSP Present Level of Development Form	Desired							X	Sped	Planned for June 2012	
Special Education-Required	114	Produce Family Outcomes/Transition Form	Desired							X	Sped	Planned for June 2012	
Special Education-Required	115	Produce Placement Decision Form	Desired							X	Sped	Planned for June 2012	
Parent-Student Portal-Required	18	Parents can notify the school of their child's absence and provide a reason. The school must approve the absence prior to making it a part of the child's record.	Desired							X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	31	Parents and students can request a transcript to be sent to other districts and to universities. Schools can approve or deny the requests.	Desired							X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	33	Parents and students can post college plans or other post high school program admission. Describe the available functionality in this area.	Desired	x						X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	50	Special education/IEP information can be viewed on the parent and student portals.	Required							X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	55	Parents can complete school designed permission forms online (e.g., photo, internet, email, directory listing, recruiting, field trips, etc.).	Desired							X	Parent / student Portal	November 2012	

Future Release Dates for Functionality Noted during Scripted Demonstrations

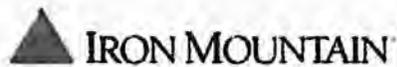
Parent-Student Portal-Required	56	Schools and teachers can design on-line surveys for parents of individual students, parents of groups of students, parents of students in specific classes, parents of students in specific extra-curricular activities to be taken on the parent portal.	Desired						X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	57	Schools and teachers can design on-line surveys for individual students, groups of students, students in specific classes, students in specific extra-curricular activities to be taken on the student portal.	Desired						X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	58	Parents and students can complete school and teacher designed surveys online.	Desired						X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	59	Parents can complete school choice/lottery application.	Desired						X	Parent / student Portal	November 2012	
Parent-Student Portal-Required	70	Schools can setup alerts to notify students of attendance issues or other issues. Describe the alerts that can be setup. Describe the options students have over receiving these alerts.	Required	x					X	Parent / student Portal	November 2012 - will allow the students to opt-in to receive email notifications regarding attendance, discipline, health and grades.	
Teacher Gradebook-Portal-Req	95	Teachers can see a graphical display of mean, median, and mode for each assignment.	Required						X	Gradebook	November 2011/updated to July 2012	
Teacher Gradebook-Portal-Req	110	When choosing to post specific assignments to students and parents, teachers can specify the date when the assignment will appear on the portals.	Required						X	Gradebook	June 2012	
Teacher Gradebook-Portal-Req	111	Teachers can quickly see on the main gradebook screen which assignments have been posted to the parent portal without requiring them to take any action to see this information.	Required						X	Gradebook	June 2012	
Teacher Gradebook-Portal-Req	114	Teachers can assign IDs to students and produce rosters with report card marks or assignment marks that list the ID without the name (e.g., wall posting of marks).	Required						X	Gradebook	Support of nickname delivered November 2011/ Inclusion in the GE for reports - June 2012/Ability to assign an ID by June 2013	
Teacher Gradebook-Portal-Req	122	Teachers can setup student learning contracts. Describe the functionality related to student learning contracts related to course work, assessments or overall school progress.	Desired	x					X	Gradebook	Part of RTI - June 2012	Yes (details of learning contract)
Added Back To List Based on Gap Analysis Reviews	24	High school students are defaulted to correct diploma type based on student's grade 9 entry date.								We have Grad Rec cohort year	November 2012	
Critical Functionality Items											ADDED DATES	

Edupoint has based its development delivery timelines on the assumption that OSIS contracts are finalized and work can begin by February 1st, 2012. Should the contract date slip beyond this date, all delivery timelines would need to be reworked.

Future Release Dates for Functionality Noted during Scripted Demonstrations

<p> OAR 581-022-0615 Also - Transcript-Graduation-Core #32,63 Also -Assessment-Core#51-62 </p>		<p>Assessments / Graduation Requirements</p>								<p>Oreogn Department of Education requires essential skills as a diploma requirement. Depending on the subject, essential skills can be met by different methods. Passing a state assessment, passing 1 or more work samples, passing a national test, etc.</p>	<p>August 2012</p>	
<p>Assessment-Core</p>	<p>51-62</p>	<p>Work Samples</p>									<p>August 2012</p>	
<p>Discovered during demo Attendance-Core #4</p>		<p>Attendance: 'All day code' separate from actual attendance taken</p>								<p>Modify the 'All day code' to be an automatically updated field based on Oregon state reporting calculations for full and half day attendance.</p>	<p>August 2012</p>	
<p>Mandatory Requirements-Core Also - General Global Reqs-Core #3,19 Scheduling-Core #183,184,185</p>	<p>23</p>	<p>District to district transfer of students and associated data along. The ability to have multiple distict in one Instance</p>									<p>Please refer to document entitled "Multi-district options v2" submitted on 1/12/12</p>	
<p>Discovered during site review calls</p>		<p>Confirmation of June release of synchronization of grade book to core SIS</p>									<p>June 2012</p>	
<p>Mandatory Requirements-Required Also - Special Education Required #28, 31 General Global Reqs-Core #7</p>	<p>18,17</p>	<p>Special Education module needs to reflect Oregon State, district compliance, and user workflow requirements.</p>								<p>This was in the RFP Mandatory section and they marked "Yes" Oregon rules: "Complies with all Oregon state rules, statutes and regulations including but not limited to: OAR 581-21-220 through 581-21-440 regarding confidentiality of student records."</p>	<p>August 2012</p>	
<p>Scheduling-Core</p>	<p>#####</p>	<p>Cross Enrollment to include schedules, enrollment, attendance and report production</p>									<p>June 2013</p>	

Edupoint has based its development delivery timelines on the assumption that OSIS contracts are finalized and work can begin by February 1st, 2012. Should the contract date slip beyond this date, all delivery timelines would need to be reworked.



Three-Party Master Depositor Escrow Service Agreement

Iron Mountain provides flexible, comprehensive escrow services that generate the type of agreement that gives our customers the right level of protection in each unique situation. Iron Mountain is different from other providers in the industry because of our customer-driven approach to technology escrow. With Iron Mountain, the customer's experience is focused on defining his or her own unique needs for a comprehensive service—not on studying and struggling to comprehend the terms, options and add-ons of a variety of pre-packaged agreements.

The benefit of this approach is that it can adapt to meet the needs of a single customer or application today, as well as future ones with requirements that may be quite different. With Iron Mountain, one set of comprehensive escrow services with elective components suited for every situation, covers all the key issues for technology escrow.

At Iron Mountain, we take intellectual property protection seriously and deliver our services with the integrity you and your clients would expect – and, in fact, demand, from a trusted and neutral third party. We don't just vault technology. We provide complete intellectual property management services.

Purpose

Iron Mountain's Master Three-Party Escrow Service Agreement is generally used when:

- Both parties agree that the highest level of escrow protection is needed.
- The beneficiary needs to sign the agreement.
- The beneficiary needs to negotiate the terms of the agreement and the unique release conditions.
- The beneficiary wants technical verification of the deposit materials.
- There is a need to support multiple products or sets of deposit materials.

Key Features

Iron Mountain's Master Three-Party Escrow Service Agreements may include any of the following:

- Secure real-time online account management with Escrow Management Center 24x7x365.
- When elected, verification of deposit materials. This includes documentation of the hardware, software environment, utilities, compilers and operating systems needed to access the deposit materials.
- Additional advanced types of technical verification including build and usability testing.
- Deposit Tracking Notification – periodic notices to depositors and/or beneficiaries related to deposit material.
- Electronic depositing of materials.
- Escrow Expert consulting services.
- Ability to add multiple deposit accounts to be governed by the same agreement.

(PLEASE DELETE THIS COVER PAGE BEFORE EXECUTING THE AGREEMENT)



EFFECTIVE DATE: _____

MASTER DEPOSIT ACCOUNT NUMBER: _____

THREE-PARTY MASTER DEPOSITOR
ESCROW SERVICE AGREEMENT

1. Introduction.

This Escrow Service Agreement (the "Agreement") is entered into by and between Edupoint Educational Systems, LLC, ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Acceptance Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other party to approve the joint instructions.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the

Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The

Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

- (i) **No Waiver.** No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) **Assignment.** No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.
- (k) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) **Regulations.** All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding

approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) **Survival.** Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR

**IRON MOUNTAIN INTELLECTUAL
PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	Thomas M. McGrew
TITLE:	VP – CTO
DATE:	
EMAIL ADDRESS	tmcgrew@edupoint.com

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Thomas M. McGrew
TITLE:	VP – CTO
EMAIL ADDRESS	<u>tmcgrew@edupoint.com</u>
STREET ADDRESS	23282 Mill Creek Dr., Suite 310
PROVINCE/CITY/STATE	Laguna Hills, CA
POSTAL/ZIP CODE	92653
PHONE NUMBER	949-458-0900 x222
FAX NUMBER	949-458-0901

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Mike Elmore
TITLE:	Accounting Manager
EMAIL ADDRESS	<u>melmore@edupoint.com</u>
STREET ADDRESS	1955 S. Val Vista Road, Suite 210
PROVINCE/CITY/STATE	Mesa, AZ
POSTAL/ZIP CODE	85204
PHONE NUMBER	480-833-2900
FAX NUMBER	480-833-2901

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED

EXHIBIT A - Escrow Service Work Request - Deposit Account Number:

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee- including Escrow Management Center Access <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below. Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply. Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account, where possible, Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.	\$2,250	\$1,000 \$700	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement		\$700	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

EXHIBIT B DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: EDUPOINT EDUCATIONAL SYSTEMS, LLC _____ DEPOSIT ACCOUNT NUMBER: _____

DEPOSIT NAME Genesis _____ AND DEPOSIT VERSION 5.0 _____

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input checked="" type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: _____

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. **Release Conditions.** Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor's breach of the license agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
 - (ii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. **Termination of Agreement.** This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: _____

Auxiliary Account Number _____

_____ (“**Depositor**”), and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Escrow Agreement (“**Agreement**”). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts (“**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ (“**Deposit Account Name**”).

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT E ACCEPTANCE FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the **Beneficiary** referred to in the Escrow Agreement that supports
Deposit Account Number: _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement		\$700	<input type="checkbox"/> Depositor - OR <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> File List Test	Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by FTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR <input checked="" type="checkbox"/> Beneficiary

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	Thomas M. McGrew
TITLE:	VP - CTO
DATE:	
EMAIL ADDRESS	tmcgrew@edupoint.com

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmclientservices@ironmountain.com</u>

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at <mailto:verification@ironmountain.com>

**EXHIBIT H
INSURANCE REQUIREMENTS**

Company shall at all times maintain in force at Company'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. Company and all subcontractors of Company 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 Company 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 \$500,000, \$1,000,000, \$2,000,000. 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 District Not required by District

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. Company 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 Contract. Company's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Company shall furnish a current Certificate(s) of Insurance to the District prior to Contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without written notification from Company to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insured's with respect to Company's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No work shall commence until the District receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the District.

OSIS Participating Districts - November, 2011

DISTINSTID	CNTYNM	CNTY	DISTNM	Enrollment
1896	Baker	1	Burnt River SD 30J	35
1902	Clackamas	3	Clackamas ESD	36
1931	Clackamas	3	Gladstone SD 115	2071
1930	Clackamas	3	Estacada SD 108	2716
1925	Clackamas	3	Molalla River SD 35	2766
1926	Clackamas	3	Oregon Trail SD 46	4074
1929	Clackamas	3	Canby SD 86	4877
1928	Clackamas	3	Oregon City SD 62	8167
1924	Clackamas	3	North Clackamas SD 12	17328
1933	Clatsop	4	Astoria SD 1	1937
1934	Clatsop	4	Jewell SD 8	161
2262	Clatsop	4	Knappa SD 4	471
1935	Clatsop	4	Seaside SD 10	1435
1945	Columbia	5	Clatskanie SD 6J	799
1946	Columbia	5	Rainier SD 13	1064
1948	Columbia	5	St Helens SD 502	3517
1965	Coos	6	Coos Bay SD 9	3373
1978	Deschutes	9	Sisters SD 6	1302
1976	Deschutes	9	Bend-LaPine Administrative SD 1	15870
1980	Douglas	10	Douglas ESD	4
1991	Douglas	10	Douglas County SD 4	6328
2003	Douglas	10	Sutherlin SD 130	1382
	Douglas	10	South Umpqua SD 19	1519
2042	Jackson	15	Central Point SD 6	4530
2043	Jackson	15	Eagle Point SD 9	4199
2055	Josephine	17	Three Rivers/Josephine County SD	5002
2057	Klamath	18	Klamath County SD	6284
2059	Lake	19	Lake County SD 7	730
2064	Lane	20	Lane ESD	0
2085	Lane	20	Mapleton SD 32	172
2092	Lane	20	Lowell SD 71	279
2086	Lane	20	Creswell SD 40	1281
2096	Lane	20	Siuslaw SD 97J	1321
2084	Lane	20	Fern Ridge SD 28J	1635
2091	Lane	20	Junction City SD 69	1668
2087	Lane	20	South Lane SD 45J3	2798
2088	Lane	20	Bethel SD 52	5725
2083	Lane	20	Springfield SD 19	10837
2082	Lane	20	Eugene SD 4J	17262
2107	Malheur	23	Jordan Valley SD 3	76
2110	Malheur	23	Nyssa SD 26	1134
	Malheur		Malheur ESD	
2336	Marion	24	Oregon Department of Education	606
2142	Marion	24	Salem-Keizer SD 24J	40370
3997	Morrow	25	Ione SD R2	193
2148	Multnomah	26	Multnomah ESD 196	262

OSIS Participating Districts - November, 2011

DISTINSTID	CNTYNM	CNTY	DISTNM	Enrollment	
2188	Multnomah	26	Riverdale SD 51J	566	
2186	Multnomah	26	Corbett SD 39	970	
2181	Multnomah	26	Parkrose SD 3	3435	
2185	Multnomah	26	Centennial SD 28J	6427	
2187	Multnomah	26	David Douglas SD 40	10756	
2182	Multnomah	26	Reynolds SD 7	11306	
2183	Multnomah	26	Gresham-Barlow SD 10J	12146	
2180	Multnomah	26	Portland SD 1J	44434	
	Multnomah		The Ivy School (charter)		
2190	Polk	27	Dallas SD 2	3280	
2199	Tillamook	29	Nestucca Valley SD 101J	537	
2198	Tillamook	29	Neah-Kah-Nie SD 56	737	
2197	Tillamook	29	Tillamook SD 9	1965	
2200	Umatilla	30	InterMountain ESD	0	
2210	Umatilla	30	Ukiah SD 80R	45	
2201	Umatilla	30	Helix SD 1	172	
2203	Umatilla	30	Echo SD 5	264	
2204	Umatilla	30	Umatilla SD 6R	1340	
2205	Umatilla	30	Milton-Freewater Unified SD 7	2001	
2207	Umatilla	30	Pendleton SD 16	3284	
2206	Umatilla	30	Hermiston SD 8	5190	
2214	Union	31	North Powder SD 8J	271	
2215	Union	31	Imbler SD 11	343	
2212	Union	31	La Grande SD 1	2205	
	Wasco		Columbia Gorge ESD		
2230	Washington	34	Northwest Regional ESD	179	
2245	Washington	34	Gaston SD 511J	465	
2240	Washington	34	Banks SD 13	1152	
2244	Washington	34	Sherwood SD 88J	4874	
2241	Washington	34	Forest Grove SD 15	6190	
2242	Washington	34	Tigard-Tualatin SD 23J	12688	
2239	Washington	34	Hillsboro SD 1J	20827	
2243	Washington	34	Beaverton SD 48J	38668	
2252	Yamhill	36	Amity SD 4J	840	
2253	Yamhill	36	Dayton SD 8	948	
2254	Yamhill	36	Newberg SD 29J	5242	
2256	Yamhill	36	McMinnville SD 40	6460	
TOTAL				397803	83

Amendment 1

To Master Price Agreement G-2012-100

1. The State of Oregon Final ADMr Report for 2010-2011 State School Fund Estimates dated May, 7 2012 shall be used as the source for all Price Models for Licensees with signed Addenda to the Agreement dated June 30, 2012 or earlier.
 - a. A credit or additional billing will be generated and applied to each Licensee account as applicable.
 - b. A report detailing the credit or additional fees due from each Licensee for the period ending June 30, 2012 will be prepared and presented by Company no later than August 31, 2012.
2. The State of Oregon Final ADMr Report for 2011-2012 State School Fund Estimates dated May 8, 2012 shall be used as the source for all Price Models for Licensees signing Addenda to the Agreement until such time as Salem-Keizer School District provides email notification and electronic copies of subsequent annual reporting to Company.
3. A standard maintenance anniversary date of August 1st shall be applied to all participating Licensees. Support and Maintenance billing shall be prorated through July 31 annually for newly participating Licensees.
4. It is agreed a standard count of 150 ADMr shall be applied to all ESD Licensees, as none are reported in the Annual State School Fund Estimates.
5. It is agreed that The Oregon Department of Education Office of Student Learning & Partnerships (ODE) ADMr Reporting on official letterhead for the Oregon School for YCEP and JDEP facilities will be referenced in lieu of The State of Oregon Final ADMr Report for 2011-2012 State School Fund Estimates dated May 8, 2012 until such time as notification and electronic copies of subsequent annual reporting are provided to Company.

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All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

Salem-Keizer School District 24J
2450 Lancaster Drive, NE
Salem, OR 97305
(503) 399-3000

Rob Wilson President & Chief Operations Officer

Printed Name Title

Signature


8/28/2012
Date Signed

Michael D. Wolfe Chief Operations Officer

Printed name Title

Signature


8/23/12
Date Signed

**ADMir Adjustment
for
Participating Members Signed Prior to July 1, 2012**

Customer Signed elec	Original Rec'd	Addendum Number	Name	Go Live	Original Enrollmen	2010-2011 ADMr	Name of ESD	License Due Upon Signature Rate	Services Due Upon Rate	Year 1 Support & Maintenance Due upon Initial Installation Rate	Services Due Upon Initial Installation Rate	Services Due Upon Completion of Data Conversion Rate	Services Due upon Installation into Production Env on Pilot Rate	Maintenance Upgrade Type	Maintenance Upgrade Fee	ST Services	Total Original Year 1	Total Updated ADMr Year 1	Net Credit/Inv Pending Amt
3/1/2012	3/1/2012	1	Cos Bay	8/1/2012	3,430	3,725.5		\$10.00	\$2.50	\$3.10	\$2.50	\$2.50	\$2.50	Basic	\$0.00	\$0.00	\$9,724.1	\$9,724.1	-\$3,878.95
4/4/2012	4/9/2012	2	Beaverlin	8/1/2012	38,668	36,987.9		\$11.50	\$2.50	\$4.30	\$2.50	\$2.50	\$2.50	Platinum	\$7,500.00	30,000	\$1,035,135	\$991,788	-\$43,347.58
3/9/2012	3/4/56	3	Parrose	8/1/2012	3,456	3,291.5	Multnomah	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$51,494	\$49,043	-\$2,451.05
3/16/2012	3/21/2012	4	Eugene	8/1/2012	17,262	16,545.9	Eugene	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Bronze	\$3,000.00		\$60,204	\$249,534	-\$10,669.89
3/12/2012	3/12/2012	5	Riverdale	8/1/2012	543	454.3	Multnomah #2	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$8,091	\$6,769	-\$1,321.63
4/4/2012	4/10/2012	7	Bend La Pine	8/1/2012	15,970	15,370.5	Eugene #3	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Silver	\$4,500.00		\$240,963	\$233,520	-\$7,442.55
3/9/2012	3/23/2012	8	NW Regional ESD	8/1/2012	179	150.0	NW Regional	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$2,667	\$2,235	-\$432.10
3/23/2012	4/005	9	Multnomah ESD	8/1/2012	262	150.0	Multnomah #3	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$3,904	\$2,235	-\$1,668.80
6/1/2012	6/1/2012	10	Hillsboro	8/1/2012	20,927	19,785.7		\$10.00	\$2.50	\$3.10	\$2.50	\$2.50	\$2.50	Silver	\$4,500.00		\$485,604	\$461,550	-\$24,054.03
3/26/2012	4/001	11	Seaside	8/1/2012	1,435	1,385.4	NW Regional #2	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$21,382	\$20,642	-\$739.04
3/23/2012	3/23/2012	12	Knappa	8/1/2012	471	450.8	NW Regional #3	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$7,018	\$6,717	-\$300.98
3/21/2012	3/21/2012	13	Astoria	8/1/2012	1,937	1,826.1	NW Regional #4	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$28,861	\$27,209	-\$1,652.41
3/22/2012	4/091	14	Forest Grove	8/1/2012	6,190	5,976.2	NW Regional #5	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$92,231	\$87,553	-\$4,675.62
3/20/2012	4/091	15	Jewell	8/1/2012	161	147.9	NW Regional #6	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$2,399	\$2,204	-\$195.19
3/31/2012	3/31/2012	16	Gresham	8/1/2012	465	439.1	NW Regional #7	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$6,929	\$6,543	-\$385.91
3/19/2012	3/23/2012	17	Warrenton-Hammond	8/1/2012	890	847.1	NW Regional #8	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$13,261	\$12,622	-\$639.21
5/2/2012	5/7/2012	18	Oregon Dept of Ed	7/1/2012	895			\$10.00	\$2.50	\$3.10	\$2.50	\$2.50	\$2.50	Basic	\$0.00		\$19,058	\$0	-\$19,057.50
5/18/2012	4/051	19	Canby	8/1/2012	4,877	4,698.4	Clackamas	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$72,667	\$70,006	-\$2,661.14
6/1/2012	6/1/2012	20	Canby	8/1/2012	676	617.6	Clackamas #2	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$10,072	\$9,202	-\$870.16
5/31/2012	5/31/2012	21	Gladstone	8/1/2012	2,071	2,021.4	Clackamas #3	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$30,858	\$30,119	-\$739.04
6/1/2012	6/1/2012	22	Lake Oswego	8/1/2012	6,739	6,541.7	Clackamas #4	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$100,709	\$97,471	-\$3,237.77
6/1/2012	6/1/2012	23	Molalla River	8/1/2012	2,766	2,658.0	Clackamas #5	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$47,213	\$39,604	-\$7,609.20
6/5/2012	6/5/2012	24	North Clackamas	8/1/2012	17,328	16,673.4	Clackamas #6	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$238,187	\$248,434	-\$9,752.54
6/5/2012	6/5/2012	25	Oregon City	8/1/2012	3,167	2,885.6	Clackamas #7	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$121,688	\$117,495	-\$4,192.86
6/4/2012	6/4/2012	26	Oregon Trail	8/1/2012	4,074	3,919.0	Clackamas #8	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$60,703	\$58,393	-\$2,309.50
5/15/2012	5/22/2012	27	Clackamas ESD	8/1/2012	36	150.0	Clackamas #9	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Bronze	\$3,000.00		\$3,516	\$5,235	\$1,698.60
5/21/2012	4/054	28	Central Point	8/1/2012	4,530	4,332.2		\$10.00	\$2.50	\$3.10	\$2.50	\$2.50	\$2.50	Gold	\$5,000.00		\$110,543	\$105,074	-\$5,469.18
6/15/2012	6/15/2012	29	Tigard	8/1/2012	12,688	12,051.0	NW Regional #9	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Silver	\$4,500.00		\$193,551	\$184,060	-\$9,491.30
6/22/2012	6/22/2012	32	Three Rivers	8/1/2012	5,002	4,788.5	Eugene #5	\$10.00	\$0.50	\$2.90	\$0.50	\$0.50	\$0.50	Basic	\$0.00		\$74,530	\$71,349	-\$3,181.15
Totals					181,845	173,220.7											\$3,436,791	\$3,270,962	-\$165,828.68



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: Debra Miller, Interim Director of Special Education

Subject: **Intergovernmental Agreement (IGA) Columbia Regional Autism Services**

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

Date: October 27, 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 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:

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

Columbia Regional’s Autism Services provides professional development, technical assistance, and consultation to Reynolds School District for students who are eligible under Autism Spectrum Disorder.

The previous contract covered services from July 1, 2020 through June 30, 2021. The proposed IGA covers services from July 1, 2021 through June 30, 2022.

Staff is requesting Board authorization to enter into an Intergovernmental Agreement (IGA) with Portland Public Schools on behalf of the Columbia Regional Program for Autism Services for eligible Reynolds School District students through June 30, 2022.

The total calculated cost for the proposed agreement is \$238,700.00

Previous Board Action:

The Board previously authorized an IGA with Portland Public Schools on behalf of Columbia Regional Program for Autism Services in November 2020.

Background:

Columbia Regional Program has historically provided Autism services to Reynolds School District. These services have included providing professional development, technical assistance, and/or consultation for District staff to support students eligible under Autism Spectrum Disorder.

Financial Implications:

The 2021-22 Budget includes allocation of Autism Services. The total calculated cost for the proposed agreement is \$238,700.

Alternatives:

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

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 Autism Services.

Motion:

- A. Motion Made by Board Member
 - a. I move that Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



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

Contract No. IGA _____

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

This Intergovernmental Agreement (“Contract”) is made by and between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) on behalf of Columbia Regional Program (“Columbia”) and Reynolds School District (“Agency”) pursuant to authority granted 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 201st Ave
City, State, ZIP: Fairview, OR 97024
Telephone: 503-661-7200 ext. 3029
Email: mbennett@rsd7.net

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

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

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on July 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 30 days’ written notice to the other party.
- 3. Contract Documents.** This Contract consists of 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)
 - Exhibit B (Budget)
- 4. Statement of Work.** Agency shall perform the work described in Exhibit A (Statement of Work).

- 5. Maximum Total Payment; Invoices.** The District will make no payment until this Contract is fully executed by the authorized representatives of both parties. District shall pay Agency up to a maximum total payment, including all expenses whatsoever, of \$238,700 for services provided by Agency. Agency shall invoice Columbia upon work completion and submit invoices to the person and address below:

Darthea Park (dpark@pps.net)
Columbia Regional Program
833 NE 74th Ave.
Portland, Ore. 97213

Upon work completion and Columbia acceptance, District invoice approval, and in accordance with these Terms and Conditions, District shall pay Agency 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 agency 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 may subcontract, assign, or transfer (collectively, "Subcontract") any part of this Contract without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Contract, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Contract that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Contract.
- 8. Access to Records.** Each party shall have access to the books, documents, and other records of the other party (electronic or otherwise) that are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.
- 9. Ownership of Work.** Agency agrees that all work products created or developed for District by Agency pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Agency's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Agency hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Agency provided to District by Agency in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.* If this Contract is terminated by either party or by default, then in addition to any other rights provided by this Contract, District may require Agency to transfer and deliver such partially completed reports or other documentation that the Agency has specifically developed or specifically acquired for the performance of this Contract.
- 10. Criminal Background Check.** Agency authorizes District to obtain information about Agency and Agency's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Agency that will have unsupervised contact with students. Agency also agrees to cause Agency's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Agency shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Agency under this Contract, unless Agency elects to pay such fees directly.
- 11. 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 will it 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)(i). District will assist Contractor with complying with this notification requirement.

12. 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 Contract, and all regulations and administrative rules established pursuant to those laws.

13. 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), Agency shall indemnify and defend District from and against all liability, loss, and costs arising out of or resulting from the acts of Agency, its officers, employees, and agents in the 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), District shall indemnify and defend Agency from and against all liability, loss, and costs arising out of or resulting from the acts of District, its officers, employees, and agents in the performance of this Contract.

14. Insurance.

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

OR

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

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

15. Controlling Law; Venue. Any dispute under this Contract or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

16. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

17. 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 this Contract did not contain the particular term or provision held invalid.

18. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

19. Entire Agreement. When signed by the authorized representatives of both parties, this Contract and its attached exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

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

AGENCY

DISTRICT

Signature

Emily Courtnage
Director, Purchasing & Contracting

Printed Name and Title

Date

Date

COLUMBIA REGIONAL CONTACT:

Darthea Park
Columbia Regional Program
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

Exhibit A

Autism Services Statement of Work

Columbia Regional Program and District will partner to deliver the following regional services to eligible individuals with Autism Spectrum Disorder:

I. Program Modifications/Supports for School Personnel

Columbia Regional Program shall provide one or more of the following services:

Develop a calendar for professional development, coaching, technical assistance, and identify for districts and EI/ECSE service providers the participation levels for each. Assistance options for these shall include one or more of the following options:

- a) Instructional assistant training through a series of one or more sessions;
- b) Intensive professional development and technical assistance through a series of sessions, and follow-up to support implementation as determined by contractor and based on requests or needs identified by the school district;
- c) Professional development and technical assistance via one or more sessions on identified topics as determined by contractor and based on requests or needs identified by the school district;
- d) Professional development and technical assistance of evaluation to determine eligibility via one or more sessions;
- e) Workshops conducted by experts in the field;
- f) Intensive program development technical assistance (i.e. EI/ECSE Program, middle/high/transition program, elementary program) through a series of sessions and follow-up;
- g) Professional development and technical assistance on communication systems development and implementation through a series of sessions and follow-up;
- h) Professional development and technical assistance on intensive behavior support through a series of sessions and follow-up;
- i) Intensive technical assistance and coaching imbedded within a specific program or classroom over a series of sessions and follow-up, or one-time session;
- j) Facilitating a team in the Autism Self-Assessment and Development of Program tool over a series of sessions or one time session;
- k) Technical assistance or professional development in Team Facilitation in conducting the Autism Self-Assessment and Development Program over a series of sessions or one time session;
- l) Provision of New Autism Specialist or Consultant professional development through a series of sessions.

II. Supplementary Aides and Services

Columbia Regional Program and District shall provide one or more of the following services:

- a) Consultant in IEP or other meetings
- b) Consultation for specific student programming in: provision of curriculum accommodations, behavior support plans individualized schedules customized materials, communication system development,
- c) Provision of parent training via one or multiple sessions.

Columbia Regional Program and District may provide one or more of the following services:

- a) Serve on school district or EI/ECSE evaluation teams, created in accordance with OAR 581-015-2550, to determine eligibility for special education and related services, early intervention, early childhood special education services, and Regional Services.
- b) Serve on Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) teams, as those terms are defined in OARs 581-015-2210 and 581-015-2825.

District will complete the following contractual agreements:

- Notify CRP/PPS if indirect will be assessed and if so the amount. Indirect is subtracted from the total amount of the contract;
- Submit quarterly invoices that include financial documentation for examples expenditure reports, payroll documents, etc.;
- The final invoice must be submitted by July 20, 2022;
- Each child/student who is regionally eligible for ASD will have a signed referral form for Columbia Regional Program kept in their district file;
- Students eligible for regional services will be reported on the December 1, 2021 census as regionally eligible.

EXHIBIT B
Reynolds School District
2021-22 Autism Services

Object Code	Account Title	2021-22 Proposed Budget
110	Salaries	\$
121	Substitutes	\$
130	Additional Pay	\$
210	PERS Employer contribution	\$
220	Social Security Administration	\$
231	Workers' Compensation	\$
232	Unemployment Compensation	\$
240	Employee Benefits	\$
	Sub-total (Salaries)	\$
341	Travel: Within District	\$
342	Travel: Outside District	\$
345	Travel: Professional Development	\$
351	Telephone charges	\$
410	Supplies and Materials	\$
	Sub-total (Costs)	\$
690	Grant indirect charges	\$
	Total (Salaries + Costs + Grant Indirect Charges)	\$ <u>\$238,700</u>

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Dr. Koreen Barreras-Brown, Chief Academic Officer

Subject: Interagency Agreement with Mt. Hood Community College

Policy: [Expanded Options Program – IGBHE](#)

Date: October 27, 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 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:

The Interagency Agreement with Mt. Hood Community College allows Reynolds students to enroll in dual credit courses, career technical education courses, Middle College courses, expanded options courses, and alternative education services provided at and/or through Mt. Hood Community College (MHCC).

Please refer to the following attachment: MHCC_RSD 2021-2024 Interagency Agreement.

Previous Board Action:

The Board approved this agreement in November 2015, July 2016, September 2017, September 2018, October 2019, and December 2020.

Background:

Reynolds School District partners with MHCC to offer college-level coursework and alternative education options to high school students. District’s legal counsel has reviewed the proposed interagency agreement and approves of it as to form.

Financial Implications:

Middle College

The cost to Reynolds varies depending on the number of students enrolled each term. The District has negotiated a flat tuition and fee rate of \$1671 per student, per term, with a cap at

42 students each term, for a maximum cost of \$210,546 for the school year. Students can take up to 12 credits per term and are responsible for any tuition costs and fees beyond 12 credits. There is also a \$200 per student one-time fee for specialized support services, for a maximum cost of \$25,200 for the school year. Funds in the amount of \$35,000 have also been set aside for the cost of all required textbooks and supplemental materials so that a student who is attending Middle College full time and is dual enrolled at Reynolds High School can gain college credit without paying out of pocket. The negotiated payments for tuition, fees, and books do not exceed the student's ADM revenues from the State of Oregon.

Gateway to College

The Gateway to College program is designed to help 16-21 year old students who left high school without earning a diploma return to education and gain a high school diploma awarded while earning college credit at MHCC. The cost of the program will be shared between the school district and the college. The school district will be invoiced \$6,000 per student annually. One-third of this amount shall be invoiced two weeks after the beginning of each fall, winter, and spring quarter for each student enrolled at that time.

Alternatives:

There is no alternative interagency agreement available to offer these programs to students.

Staff Recommendation:

Staff recommends that the Board approves the Mt. Hood Community College Interagency Agreement to provide dual credit, career technical education, Middle College, expanded options, and alternative education services to Reynolds' students.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board authorize staff to enter into an Interagency Agreement with Mt. Hood Community College for Middle College and GED program services through June 30, 2024, and further authorize the expenditure in excess of \$150,000 to Mt. Hood Community College for payment of GED program services, student tuition, fees, and required books.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Interagency Agreement
between
Mt. Hood Community College District
and
Reynolds School District

This is an Agreement between the Mt. Hood Community College District, hereafter referred to as the College (College) and Reynolds School District, hereafter referred to as the School District (School District).

PURPOSE:

The purpose of this agreement is for the College and School District to provide educational services to students of the School District pursuant to the specific attachments contained herein.

(Check only those that apply.)

- ✓ Attachment A: College Now – Accelerated College Credit
- ✓ Attachment B: Middle College
- ✓ Attachment C: Senate Bill 300- Expanded Options
- ✓ Attachment D: Alternative Education Services (ABE/GED/ESL)
- ✓ Attachment E: Gateway to College

The parties agree as follows:

1. Terms: The terms of this agreement from the date of signature of both parties until June 30, 2024.
2. Termination: This agreement may be terminated by either party upon 90 days of written notice.
3. Indemnification: Subject to the conditions of limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the School District shall indemnify, defend and hold harmless the College from and against all liability, loss and costs arising out of or resulting from acts of the School District, its officers, employees and agents in the performance of this agreement. Subject to the conditions of limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the College shall indemnify, defend and hold harmless the School District from and against all liability, loss and costs arising out of or resulting from acts of the College, its officers, employees and agents in the performance of this agreement.



4. Insurance: Throughout the term of this Agreement, College and School District shall maintain, at each party's sole cost and expense, policies of insurance or self-insurance providing coverage for general liability in the minimum amount of \$2 million per occurrence, \$3 million annual aggregate, or as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

The College and School District also agree to maintain workers' compensation insurance covering all personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. As evidence of the insurance coverages required by this Agreement, the College and School District shall furnish each other acceptable insurance certificate(s) upon request.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days prior written notice.

5. Applicable Law: This agreement shall be covered by the laws of the State of Oregon. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
6. Arbitration: If any dispute arises between the parties, either party may request arbitration. The parties shall choose an arbitrator. If the choice of an arbitrator is not made within ten (10) days, then either party may apply to the presiding judge of the Multnomah County Oregon Circuit Court for the appointment of the required arbitrator. The arbitrator shall proceed according to the Oregon Uniform Arbitration Act, ORS 36.600 et seq., and the award of the arbitrator shall be binding upon both parties.
7. Non-Discrimination: Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. Disability Services: College staff will not adapt instructional content for students. MHCC personnel will not participate in Individuals Education Program (IEP) meetings or implementation. It is the responsibility of the resident high school to provide any disability or special education services required in an IEP. The College does not provide disability testing.
9. FERPA: Each party will abide by the Family Educational Rights and Privacy Act (FERPA) as it applies to each party, even when those requirements are different for the School District and the College.
10. Non-Employee Relationship: Each party agrees that employees, officers and agents, engaged in the performance of this agreement, shall not be considered employees, agents, or officers of the other for purposes of this agreement.



- 11. Subcontracts and Assignments: Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- 12. Entirety of the agreement: This Agreement, with any written attachments, constitutes the entire agreement between the parties. If any part of this agreement is deemed invalid, the remainder of the agreement shall remain in force. This Agreement may only be amended or modified by written agreement of both parties.
- 13. Notices: Any notices required under this agreement shall be provided using the following contact information:

College: Arnita Tucker-McFarland, Director High School Services Program
 26000 SE Stark Street
 Gresham, Oregon 97030
 503-491-6989
 arnita.mcfarland@mhcc.edu

School District: [insert contact name and title]
 [insert appropriate street address here]
 -----, Oregon -----
 [insert phone number]
 [insert email address]

For Mt. Hood Community
 College District

For School District

 Dr. Lisa Skari
 President

 Dr. Koreen Barreras- Brown
 Chief Academics Officer

 Date

 Date



Attachment A: College Now- Accelerated College Credit (Dual Credit)

Purpose: This attachment constitutes an agreement between Mt Hood Community College (College) and Reynolds School District (School District) for the purposes of providing instructional services at and by the School District, articulating as specific Accelerated College Credit courses and credits at the College including Lower Division Collegiate and Career Technical Education courses.

General Provisions:

1. Students eligible to be served under this agreement must be registered with the School District. The number of students registered for each course section will be subject to the discretion of the School District and the appropriate College administrator.
2. The earning of credit at the College does not automatically enroll a student in any College certificate or degree program. College admissions procedures and requirements must still be met.

Responsibilities of the College:

1. The College will provide to the School District, and update as needed, instructor qualifications as required by Oregon law, state regulation, or College Board policy.
2. The College will provide to the School District, and update as needed, the approved course outlines for any Lower Division Collegiate or Career Technical Education course requested by the School District for consideration under this agreement.
3. The College will approve, if warranted, instructors and courses to be offered through this agreement, in a timely way and will notify the School District's contact person of all decisions within 60 days of the School District's application.
4. The College will provide the means for students to register for the appropriate course through the electronic registration system or paper registration form and transcript applicable grades and credits. Within 30 days, the College will inform the School District of timelines, deadlines and any changes in process or procedure for registration and grade submission.
5. The College will designate an individual as the School District's point of contact for the purposes of this agreement.

Responsibilities of the School District:

1. The School District will request approval of qualified instructional staff prior to the delivery of the Lower Division Collegiate or Career Technical Education course by the instructor. All requests will be accompanied by the instructor's resume and an official



copy of any qualifying transcripts. Upon approval, qualified instructional staff must complete the College’s on-line training on the Family Educational Rights and Privacy Act (FERPA).

2. The School District will request approval of specific courses to be taught by the qualified instructional staff prior to delivery of the Accelerated College Credit course.
3. The School District will assure that all class hours and content for approved courses shall comply with minimum requirements as stated in state law and policy as well as College policies and regulations. Depth, scope, student learning outcomes and competencies shall be consistent with like courses offered at the College. Copies of all high school course outlines for approved courses will be provided to the college annually and shall be on file at the college. Course outlines shall include student learning outcomes, student activities, and evaluation criteria.
4. The School District shall assure that all student registrations for approved courses and grades assigned by the high school instructor are submitted on approved forms and/or electronic grading process and in accordance with timelines established by the College.
5. The School District shall provide instructional staff, classroom space, instructional materials and equipment at no cost to the College.
6. The School District shall provide to the College, annually, a list of all Lower Division Collegiate and Career Technical Education courses and approved instructors it plans to offer for the academic year, no later than Sept. 1, of each year.
7. The School District will designate an individual as the College’s point of contact for the purposes of this agreement.
8. The School District shall inform eligible students and their families about this option and provide students information about registration processes, requirements, and deadlines.

_____ (init) _____ (init) _____
 MHCC School District Date



ATTACHMENT B: Middle College

Purpose: This attachment constitutes an agreement between Mt Hood Community College District (the College) and Reynolds School District (the School District) for the purpose of providing instruction services through a Middle College program. The Middle College is designed to provide an opportunity for students of the School District to complete high school while attending classes at the College and simultaneously earning College credit.

General Provisions:

1. Students eligible to be enrolled under this agreement must be registered with the School District. The total cap for Middle College students shall be 42 students.
2. Students will be required to enroll in HD100A (College Success) and pass with a grade of “C” or higher as a prerequisite for admission into the Middle College Program. Alternatively, upon recommendation of the student’s counselor, s/he may take the Summer Bridge seminar to replace HD100A.
3. The College and the School District agree to provide necessary staff and resources to offer the program, identify and select students, communicate with students and their families, and create, implement and monitor the program for the duration of the agreement.

Responsibilities of the College:

1. The College will identify a College employee as the primary contact for the School District for purposes of executing this agreement.
2. The College will provide Middle College students access to all credit-bearing classes and services of the College and will cooperate and share information with the School District for the purpose of supporting the success of Middle College students.
3. The College will identify one advisor to meet with students and identified high school counselor prior to the finalization of the student registration process for the purpose of reviewing the number of credits the student will take at MHCC and to ensure alignment with high school graduation requirements.
4. The College will provide enrollment information and a quarterly billing to the School District.
5. The College will provide the School District with grades for each student for each term of enrollment. The College retains the right to declare a student ineligible for continued enrollment through this agreement if the student fails to maintain satisfactory academic progress (SAP) as defined for general students at the College. In such cases, the College will inform the School District of any such decision within 5 working days from the time the student has been notified about not maintaining SAP.



6. The College will bill students for student-incurred costs in excess of what is covered by the School District. Student –incurred costs may include tuition, fees, and purchases from the bookstore.
7. The College will track textbooks and supplemental materials required for students’ classes and provide the School District with a refund check for all “Bookstore Buybacks” as applicable.

Responsibilities of the School District:

1. The School District will identify a School District employee as the primary contact for the College for purposes of executing this agreement.
2. The District will establish an Equity Informed student selection criteria. The District and College will collaborate to follow and implement the selection criteria up to the capped number of students named above.
3. The School District will identify one or more high school counselors to meet with students and MHCC advisor prior to the finalization of the student registration process for the purpose of reviewing the number of credits the student will take at MHCC and to ensure alignment with high school graduation requirements.
4. The School District will arrange payment to the College for the cost of –up to 12 credits, including tuition and fees, per student per term (These costs are estimated at \$1,671 per term, plus course fees), an annual \$200 for specialized support services per student per year, and costs for all textbooks and supplemental materials required for classes. Bookstore authorizations may be limited to course required items only, course required and recommended items only, or any student purchase from the online bookstore, as indicated on the Third-party authorization form. *Tuition and fees for students who opt to take more than 12 credits per term remain the responsibility of the student or family. Costs to be paid by students are limited to those allowed in ORS 339.155.*
The rate for tuition and fees is based on tuition and fees at the time of signing of this agreement and will go up or down in direct proportion to any changes in the colleges tuition and fees, yet not to occur more frequently than once per academic year.
5. Upon payment of tuition invoice within 30 days for 3 consecutive terms within a single academic year, the School District will receive a reimbursement based on the following discount program:
 - 0-30 registered students = 0% discount
 - 31-60 registered students = 2.5% discount
6. The School District will provide transportation from the School to the College as deemed necessary by the School District.



7. All nonreturnable textbooks and supplemental supplies shall become property of the School District; the College shall assist the School District in reallocating purchased books to other Middle College students whenever possible.

_____ (init) _____ (init) _____
MHCC School District Date



Attachment C: Oregon Senate Bill 300- Expanded Options

Purpose: This attachment constitutes an agreement between Mt. Hood Community College District (College) and Reynolds School District (School District) for the purpose of providing instructional services pursuant to Oregon’s Senate Bill 300- Expanded Options. Senate Bill 300 is designed to promote opportunities for public high school students to earn college credit. In addition, the purpose of the Expanded Options Program includes:

- Create a seamless education system for public school students enrolled in grades 11 and 12 to have additional options to continue or complete their education
- Earn concurrent high school and college credits
- Gain early entry into post-secondary education
- Promote and support existing accelerated college credit programs
- Support development of new programs unique to a community’s secondary and post-secondary relationships and resources
- Allow eligible students who participate to enroll full-time or part-time in an eligible post-secondary institution
- Provide public funding to the eligible post-secondary institution for educational services to participating eligible students to offset the cost of tuition, fees, textbooks equipment and materials
- Provide college credit opportunities for high school aged at-risk Students and drop outs. (At-risk is defined as a student who qualifies for a free or reduced lunch program.)
(Source: Guidance for Temporary Rules Adopted by the State Board of Education- December 2, 2005)

General Provisions:

1. Students eligible to be served under this agreement must be registered with the School District, and shall be at least 16 years of age and in grades 11 or 12, have developed an educational learning plan, have not successfully completed four years of high school, or have completed course requirements for graduation but not received a diploma.
2. Eligible students do not include foreign exchange students enrolled in a school under a cultural exchange program.
3. The College and the School District will provide necessary staff and resources to offer the program, identify and select students, communicate with students and their families, and create and monitor the program for the duration of the agreement.
4. The College and School District will jointly determine eligible courses for student enrollment under the Expanded Options program, consistent with statute and rules adopted by the Oregon State Board of Education. Eligible classes may be both academic



and career-technical courses; non-sectarian courses that may lead to high school completion, certificate, professional certification, associate degree or baccalaureate degree; credit distance education courses. Eligible courses may not duplicate courses available from the School District.

Responsibilities of the College:

1. The College will identify a College employee as the primary contact for the School District for purposes of executing this agreement.
2. The College will provide Expanded Options students access to all eligible classes and services as defined in Oregon Administrative Rules (OARs) or Temporary Rules and to cooperate and share information with the School District for the purpose of supporting the success of Expanded Options students.
3. The College shall provide enrollment information and a quarterly billing to the School.
4. The College shall provide the School District with grades for each student for each term of enrollment. The College retains the right to declare a student ineligible for continued enrollment through this agreement if the student fails to maintain satisfactory academic progress as determined by college regulations. In such cases, the College will inform the School District of any such decision within five working days from the time the student has been notified about making satisfactory academic progress (SAP).
5. Participation by eligible students in the Expanded Options Program is contingent on the student's acceptance by the College and satisfactory academic progress.

Responsibilities of the School District:

1. The School District will identify a School District employee as the primary contact for the College for purposes of executing this agreement.
2. The School District will abide by all provisions of Oregon Senate Bill 300, the Guidance for Temporary Rules approved by the Board of Education on Dec. 2, 2005, and OAR 581-022-1360 (Expanded Options Annual Notice) and OAR 581-022-1361 (Expanded Options Program Annual Credit Hour Cap) temporary rules. If new legislation or rules are approved at a later date, the School District will abide by the new legislation or rules.

Prior to February 1 each year, the School District will notify all high school students and their parents or guardians of the SB300 Expanded Options Program, pursuant to Oregon administrative rules (OAR 581-022-1360).

3. The School will pay Mt. Hood Community College the College's regular tuition and fees, for all classes taken by students of the School enrolled in the Expanded Options Program up to a maximum of 45 college credits per year per student, and up to the credit cap



established by OAR 581-022-1361 (Annual Credit Hour Cap- Temporary Rule). The Credit Hour Cap is limited to an amount equal to the number of School District students enrolled in grades 9-12 multiplied by a factor of 0.33. (For each 100 students in grades 9-12, the Credit Hour Cap would equal 33 quarter credits.)

4. The School District will establish a process for selecting eligible students for participation in the Expanded Options Program if the School District determines not to exceed the Credit Hour Cap. In such a case, the selection process will give priority to “at-risk” students as defined in statute or rules adopted by the State Board of Education.
5. The School District will purchase all required text books or required instructional materials for its students in the Expanded Options Program, and provide transportation from the School to the College as deemed necessary.
6. All text books purchased by the School District shall become property of the School District; the College shall assist the School District in reallocating purchased books to other Expanded Options Program students whenever possible.

____ (init)
MHCC

____ (init)
School District

Date



**Attachment D: Alternative Education Services
ABE/GED/ESL**

Purpose: This attachment constitutes an agreement between Mt Hood Community College District (College) and Reynolds School District (School District) for the purposes of providing alternative education services to students who are in need of ABE, GED, and ESL activities.

General Provisions:

Agreed whereas the School District desires to contract for alternative education services to meet the learning needs of students approved by the School District to participate in an alternative education program; and the College has submitted to the School District a description of the alternative education program it intends to offer to students of the School District, a copy of the program intentions are attached to this agreement.

Responsibilities of the College and School District:

1. The District agrees to contract with the College to serve students in full-time College alternative education instruction, including ABE, GED, ESL, and case management. Full-time instruction means:
 - **Large Group** (instruction provided to a class of 16 or more students) and Case Management. Thirty hours per week per student is equivalent to full time
 - **Intermediate Group** (instruction provided to a class of 6-15 students). Twenty-two and one-half hours per week per student is equivalent to full time.
 - **Small Group** (instruction provided to a class of 2-5 students). Fifteen hours per week per student is equivalent to full time.
 - **Tutorial** (instruction provided to one student). Five hours per week per student is equivalent to full time.
2. The College will be eligible to bill the District 80% of the daily State School Support, as defined by ORS 336.635, per pupil funding received (based on a 175 day equivalent) multiplied by the full day equivalent daily attendance of students enrolled in the program under the terms of this agreement. The college will bill the District at the end of state reporting periods December 31 and June 30 for each period under the agreement.
3. The College agrees to provide all services, records, evaluations and processes contained in the attached service description. At all times these services will comply with the GED Option Program Requirements (contained in the GED Option Program Application) as approved by the Oregon Department of Education for the District.



4. The District is not obligated under the terms of this agreement to refer a minimum number of students. It is further acknowledged that all referrals will be made on an individual basis to benefit students who are in need of such services.

_____(init) _____(init) _____
MHCC School District Date



Intent

To offer educational services for at-risk (including non-native English speakers School District students, ages 16-21 years. In order to better serve these high-risk students who are currently unsuccessful in public school settings, Mt. Hood Community College (MHCC) will offer flexible alternative education classes/services at no cost to the students. The purpose of this effort is to share resources, expertise, and costs, as well as “retrieve” dropouts and potential dropouts.

Goals

- To increase reciprocity between MHCC and the School District.
- To reduce the high school dropout rate.
- To provide an environment in which attendance, performance, evaluation, and work expectations are clearly defined.
- To encourage students to remain in public schools.
- To better prepare students to enroll into further education and to pursue a career pathway.
- To develop positive attitudes toward education.
- To share the financial burden of providing services to students who need alternative education.

Student Profile

Students who possess one or more of the following characteristics may be appropriate for referral for services at MHCC:

- 1) Students who have dropped out of high school.
- 2) Students who are credit deficient and likely to drop out before graduation.
- 3) Students needing the GED and/or basic academic skills development.
- 4) Students 16-21 years old and eligible for state reimbursement.
- 5) Students who have adequate skill levels but need to change unsuccessful behavior.

Program Process

- 1) Identification of student by high school administrator/counselor.
- 2) Completion of referral forms to MHCC.
- 3) Completion of student referral/release of information.
- 4) Administration of assessment instruments at MHCC.
- 5) Development of alternative education plan.
- 6) Participation by MHCC instructional staff on student progress.
- 7) Generation of progress and attendance reports by MHCC classroom instructors and administrative staff.

Program Outcomes



- 1) Student is retained in high school until graduation
- 2) Student returning to high school
- 3) Student attaining a GED
- 4) Student entering MHCC or other post-secondary training
- 5) Student gaining employment

Description of Program Services (Students will receive one or more of the following services.)

- 1) Assessed in reading, mathematics, and writing through MHCC's JumpStart and orientation class for expedited entry into appropriate GED prep classes.
- 2) Intake interview to determine student skill levels, interests, and goals for appropriate class enrollment. Student will have assistance in registering for classes.
- 3) Orientation to Mt. Hood Community College and MHCC alternative learning options. Students will have access to advising services to prepare for further post-secondary education, career pathway, and/or vocational training options. In addition, students will be assisted in transitioning back to public high school or to other MHCC programs or trainings.
- 4) Parent orientations or conferences will be available, if requested. Instructors be available to meet with parents when necessary throughout program for student follow-up progress.
- 5) Instructional services are available in several forms such as: large groups, small groups, tutorial, and computer assisted are all available. Instruction includes: basic skill level development in reading, writing, and mathematics; advances level instruction in reading, writing, and mathematics, career and college awareness activities, and final GED test preparation.

Other Services

- 1) Workshops and advising sessions on how to apply for financial aid and other scholarship and MHCC tuition waiver opportunities.
- 2) Goal setting related to career planning, college and employment services.
- 3) Accessing college services i.e. library resource center, counseling and advising, Accessible Education Services, employment information and recreational facilities.
- 4) Referral to community resources for personal health and diagnostic testing.

Retention

- 1) Students must meet attendance requirements based on all classes enrolled in outlined on the course syllabus. Students must meet academic progress for continuation of program courses/services or will be given a referral to other services/programs. On request all parties involved with said student will meet to discuss student progress.

Accounting

- 1) Students receiving alternative education services will remain on the rolls of the District. Their permanent records will remain at the District.



- 2) These students will be counted as full-time equivalent (FTE) basis at the District so that the accounting process will not restrict the student's return to the District.
- 3) Basic school support will be requested by the District for the students on a full-time equivalency basis.
- 4) Complete and appropriate records will be maintained by MHCC in accordance with District and Oregon Department of Education.
- 5) Districts will be billed by MHCC according to the contract terms according to student population and specific services.

Transportation

For the services provided at the MHCC campus, students will provide their own transportation. Some transportation resources are available through Adult Basic Skills and partner programs.



Attachment E: Gateway to College

The Reynolds School District (herein called “the District”) for the benefit of Mt. Hood Community College (herein called “the College”) enters the following contract and for the terms of which witness the following:

1. Purpose: The purpose of this agreement is to facilitate cooperation between the College and the District in the provision of instruction of courses on the College campus for the District and college credit for instruction through the Gateway to College Program.
2. Gateway to College Program: The Gateway to College program is designed to help 16-21 year old students that have left high school without earning a diploma to return to education and gain a high school diploma awarded by the sending school district while earning college credit at the College. Additionally, Gateway to College serves as an educational option for students identified by the district as at-risk of disconnecting from school and /or significantly behind in credits AND able to benefit from the program. Students will participate in small classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will begin course work toward a chosen field of study and earn their high school diploma while accruing credits toward their certificate or degree program. There is no cost to the student.
3. Provision of Courses: The College will give college credit courses for which an articulation agreement approved by the State Board of Education has been signed. Students must be enrolled in approved dual credit courses to receive both high school and college credit for the courses. Staff will evaluate students’ readiness and help them to enroll in a combination of college or high school courses according to their individual needs and gaps in their high school diploma requirements.
4. Instruction of Courses: The College will monitor the instruction of the above courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Oregon, and the District. The College will designate staff personnel to monitor and assure adherence to these standards.
5. Facilities: Courses will be conducted on the College campus. The College will provide facilities on the campus as needed.
6. Tuition and Fees: Tuition and fees for high school and college classes will be paid by the Gateway to College program with funds provided by participating school districts.
7. School District Apportionment: The cost of the program will be shared between the School District and the College. Each school district will be invoiced by the College \$6,000 per student annually. One-third of this amount shall be invoiced two weeks after the beginning of each Fall, Winter, and Spring Quarter for each student enrolled at that time.



8. Books and Supplemental Materials: All textbooks and supplemental materials required for classes will be provided by the Gateway to College program.
9. Advisory Board: An Advisory Board will be established to support the implementation of the program. The Advisory Board will consist of school district liaisons, MHCC Gateway to College staff, and perhaps others. The Advisory Board will meet quarterly or as needed. The Advisory Board will provide feedback, evaluation, and recommendations for the program to ensure student success, address barriers, and review articulation agreements.
10. Enrollment: Students enrolling in the program must meet the following criteria:
 - a) Applicants must be at least 16 years of age and not older than 20 years of age at the start of the current district school year.
 - b) Applicants must reside within the sending School District boundaries and be enrolled or re-enrolled in the School District and the College.
 - c) If students move between districts during the school year, the party that becomes aware of the move must notify the sending district. The sending district will coordinate with the new district to limit enrollment and service disruption to the student.
 - d) Applicants must not have obtained a U.S. high school diploma prior to enrolling in the program.
11. Referrals: The District agrees to identify students for whom the Gateway to College program might be a good fit; provide program information to staff, students and families; actively provide referrals to the program; and authorize final approval of students selected by Gateway to College as appropriate based on the eligibility criteria outlined in item 12.
12. Role of the District Liaison: The school district will annually appoint a representative to serve as the Gateway to College Liaison (herein called the Liaison). The Liaison's role is to help coordinate the program for the District including understanding and promoting the Gateway to College program, connecting referring students, working with Gateway to College staff to assure success of the program, and tracking attendance, student progress, and grades.
13. Role of the MHCC GtC Program Coordinator: The MHCC GtC Program Coordinator will provide culturally responsive and trauma informed student support services and interventions to each enrolled student utilizing a variety of tools to help each student be successful in the MHCC setting. The MHCC GtC staff will ensure frequent communication with the district liaison regarding student enrollment, attendance, progress and grades.



- 14. Student Performance, Attendance, and Other Data: Student course progress, final grades and attendance data will be submitted to the District Liaisons by Gateway to College staff on a quarterly basis during the academic year along with other requisite data that will be submitted to the District as necessary.
- 15. Student Accountability: Meetings between Gateway to College staff and Liaisons will occur at the end of each term to discuss student progress and update student files along with end of term transcripts from the College. Reports will also be submitted to Liaisons by Gateway to College staff.
- 16. Student Code of Conduct: Students will adhere to the College’s Code of Conduct, as well as Gateway to College policies and procedures.
- 17. Calendar: Students will adhere to the College’s school calendar, not the District’s.
- 18. Testing: College will conduct standardized testing on the College campus. The District will provide a District employee to administer the exams.
- 19. Instructors: All dual credit and college courses will be taught by college faculty. The Gateway to College program will provide instructors for all courses. Courses that count for high school credit only will be taught by credentialed high school instructors.

Both Parties Agree:

- a) To certify that their sites are ADA compliant.
- b) To comply with all federal, state, and local laws applicable to this Agreement.
- c) To have in place and abide by a policy prohibiting sexual harassment.

_____ (init) _____ (init) _____
 MHCC School District Date

To: Board of Directors

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

Prepared by: Debra Miller, Interim Director of Special Education

Subject: Intergovernmental Agreement with David Douglas School District for Early Intervention/Early Childhood Special Education Services (EI/ECSE) for School Year 2021-2022

Policy: [Students with Disabilities - Child Identification Procedures – IGBA](#)

Date: October 27, 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 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:

The David Douglas School District Early Intervention/Early Childhood Special Education Services (EI/ECSE) Intake and Evaluation Team will act as the designated referral and evaluation agency for Reynolds School District. The EI/ECSE Intake and Evaluation Team will be responsible for ensuring all referred children, aged birth to five years, receive screening and, when necessary, evaluation for potential eligibility and services for EI/ECSE.

Previous Board Action:

The Board previously approved this agreement August 26, 2020, which expired June 30, 2021.

Background:

Oregon’s Early Intervention/Early Childhood Special Education (EI/ECSE) Services provides a seamless system to support the developmental and educational needs of children, ages birth to five, and their families. EI/ECSE programs ensure that children who qualify for special education receive a Free and Appropriate Public Education (FAPE) as required in the Individuals with Disabilities Act (IDEA).

Financial Implications:

The 21-22 Budget includes allocation of funds in the amount of \$522,899.

Alternatives:

Reynolds School District could provide assessments at a higher cost than the estimated contract amount.

Staff Recommendation:

Staff recommends the Board approve the Intergovernmental Agreement with David Douglas School District for the services of providing Early Intervention/Early Childhood Special Education Evaluation Services on behalf of families in Reynolds School District for the 21-22 school year.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board approve the Intergovernmental Agreement with David Douglas School District for the services of providing Early Intervention/Early Childhood Special Education Evaluation Services on behalf of families in Reynolds School District for the 21-22 school year.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



DDSD Contract ID#	2122102
Contractor Contract ID#	

INTERGOVERNMENTAL AGREEMENT (IGA)
between
David Douglas School District No. 40
and
Reynolds School District No. 7

Pursuant to authority granted in ORS Chapter 190, this Intergovernmental Agreement ("Agreement") is between **David Douglas School District No. 40**, a public school district of the State of Oregon (hereafter "DDSD") and **Reynolds School District No. 7**, a public school district of the State of Oregon (hereafter, "RSD"), each separately a "Party" and collectively "the Parties".

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2021 through June 30, 2022.

Scope of Work. The Parties shall perform the work described in Exhibit 1.

Payment for Work. RSD shall make payments to DDSD as noted in Exhibit 2.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence:

- This Intergovernmental Agreement document,
- Exhibit 1 - Scope of Work;
- Exhibit 2 – Compensation; and
- Exhibit 3 – RSD Insurance.

A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the Parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** DDSD and RSD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors. Each Party shall be responsible exclusively for their respective officers, employees and agents.
2. **Subcontracts and Assignments.** Neither Party shall subcontract or assign any part of the Agreement without the prior written approval of the other Party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual Agreement.** DDSD and RSD, by written mutual agreement, may terminate this Agreement at any time.

8. **Mutual Indemnity and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, DDSD shall indemnify, defend and hold harmless RSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of DDSD, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, RSD shall indemnify, defend and hold harmless DDSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of RSD, its officers, employees and agents in the performance of this Agreement.
9. **Insurance.** RSD will provide proof of insurance coverage as provided in Exhibit 3.
10. **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. RSD AGREES TO THE JURISDICTION OF THESE COURTS.
11. **Work Performed on DDSD Property.** At all times when RSD or RSD's employees, agents, subcontractors, or officers are present on DDSD property or other location(s) for the purpose of providing service(s) under this Agreement, RSD and RSD's employees, agents, subcontractors, and officer must sign in at the location's main office to receive an in-school/building identification/visitor's badge and display the badge on their person at all times.
12. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for person communication or touch with students when not under direct DDSD supervision. As required by ORS 181.534 and 326.603, RSD will work with DDSD to ensure that RSD's employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any DDSD school or other DDSD location(s). RSD will work with DDSD to ensure compliance with this requirement. When unsupervised contact with students is required under a contract with DDSD, before any work begins under this Agreement, RSD shall ensure, at its expense, that any person RSD assigns to perform services under the Agreement meets all the State of Oregon's and DDSD's criminal background check requirements. DDSD may add the cost of such fees to invoices to RSD under this Agreement, unless RSD elects to pay such fees directly. DDSD will ensure its employees performing services under this contract will meet all the State or Oregon's and DDSD's criminal background check requirements.
13. **Licenses.** At all times during the term of this agreement, RSD and DDSD represent that they have any and all currently required licenses, certifications or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
14. **Ownership of Work Product.** Any and all goods and services developed for DDSD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of DDSD. RSD hereby irrevocably assigns to DDSD all of its right, title, and interest in any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. RSD forever waives any and all rights relating to the work product including any and all rights

arising under Title 17 USC section 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.

15. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s) as noted on page 1 of this agreement.
16. **Waiver, Severability.** Waiver of any default or breach under this Agreement by DDSD does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
17. **Force Majeure.** Neither DDSD nor RSD shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, fires, natural calamities, riots, demands or requirements of governmental agencies other than DDSD or RSD.
18. **Representations.** RSD and DDSD 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.
19. **Employee, Agent, Subcontractor, or Officer Removal.** RSD will immediately remove any RSD employee, agent, subcontractor, or officer from performing any service(s) under this Agreement upon receipt of notification that DDSD determined, in DDSD's sole discretion, that removal of the employee, agency, subcontractor, or officer is in DDSD's best interest.
20. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Handwritten revisions made to this Agreement, which are not initialed and dated by both Parties, shall be deemed to have been rejected.
21. **Joint authorship.** RSD has reviewed this Agreement and negotiated for change to any language that RSD found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either Party.
22. **Time is of the essence.** Time of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its attachments.
23. **Performance audit.** DDSD will conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understandings of this Agreement are met.

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

David Douglas School District No. 40
 Attn: Patt Komar
 Director of Administrative Services
 11300 NE Halsey St.
 Portland, OR 97220

Reynolds School District No. 7
 Attn: Danna Diaz
 Superintendent
 1204 NE 201st Avenue
 Fairview, OR 97024

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

 David Douglas School District No. 40
 By: Patt Komar
 Director of Administrative Services

 Reynolds School District No. 7
 By:

 Date

 Date

EXHIBIT 1

SCOPE OF WORK

The Parties agree that DDSD staff will provide Early Intervention/Early Childhood Special Education (EI/ECSE) Evaluation Services as provided in the following scope of work.

The DDSD EI/ECSE Intake and Evaluation Team will act as the designated referral and evaluation agency for RSD. The EI/ECSE Intake and Evaluation Team will be responsible for ensuring all referred children aged birth to five years of age receive screening, and when necessary, evaluation for potential eligibility and services for EI/ECSE.

The Team consists of EI/ECSE Evaluation Specialists, Speech and Language Pathologists, a Physical Therapist, an Occupational Therapist, intake personnel, and an interpreter if needed. The Team coordinates with Columbia Regional Program for hearing and vision evaluations.

DDSD EI/ECSE Evaluation Team will:

1. Develop interagency agreements for Child Find, screening and evaluations with community partner agencies.
2. Coordinate Child Find activities with community partner agencies to locate young children who may qualify for Early Intervention or Early Childhood Special Education Services
3. Gather and review records and schedule screenings and/or evaluations for all referred children.
4. Prepare files for all newly referred children.
5. Monitor record requests to outside agencies to ensure paperwork is received for completion of the evaluation/eligibility process.
6. Complete pre-evaluation conferences with parent(s)/caregiver(s) to determine areas of concern and develop an evaluation plan.
7. Conduct a comprehensive evaluation in the five developmental domains for EI and in specific areas of concern for ECSE within federal and state timelines.
8. Write evaluation reports and share results with the team, including parent(s) at an eligibility/IFSP meeting.
9. Complete eligibility process for EI/ECSE.
10. Review all transfer files to determine if additional testing is required for Oregon eligibility. Conduct pre-evaluation conferences and evaluations within 30 days of transfer.
11. Screen newly referred children, who are turning five years old by September 1, and who will be transitioning to kindergarten when they are referred after June 15.
12. Determine children eligible under a school-age disability category if they will be turning five during the school year and transitioning to kindergarten the following September 1.
13. Invite a RSD representative to participate in the eligibility/IFSP meetings for all children turning five by September 1 of the upcoming school year.
14. Forward copies of the eligibility statements to RSD for all 3, 4, and 5 year old children.
15. Complete the EI to ECSE transition evaluations and eligibility determinations for children in RSD.
16. Provide interpreter services for the intake, screening, evaluation, and eligibility process.
17. Coordinate under a separate contract support for RSD transition to kindergarten evaluations.
18. Share monthly referral and evaluation data.
19. Comply with all federal and state requirements for referral, screening, evaluation, and eligibility procedures.

20. Participate in ODE System Performance Review and Improvement for standards specific to referral, screening, evaluation and eligibility.
21. Bill Medicaid for screening and evaluation for children enrolled in Medicaid and whom are referred and found eligible.
22. If services of a school psychologist are required to complete an eligibility the costs would be covered through Medicaid funding.

RSD will:

1. Identify a liaison to coordinate with DDSD regarding the contract.
2. Submit payment for the evaluation team based on Exhibit 2.

The Parties jointly will:

1. Be mutually involved and cooperate in the planning and coordination of referral and evaluation services for children birth to five.
2. Avoid duplication of services whenever possible by coordinating efforts for Child Find, referral, screening and evaluation.
3. Arrange a meeting at any time if either district recognizes the staffing needs have changed.
4. Comply with laws and policies related to the confidentiality of information gathered about children and families.
5. Provide services in good faith and establish a system for conflict resolution.
6. Cooperate in program reviews and participate in advisory committees as requested by either Party.
7. Report all allegations of child abuse and neglect to child welfare.

EXHIBIT 2
COMPENSATION

DDSD will invoice RSD quarterly at the end of each calendar quarter on a pro-rata basis for early childhood/early intervention evaluations. The total cost of the evaluations to RSD will not exceed \$522,899 for 2021-22 based on 14,137.67 ADMw (Average Daily Membership Weighted). RSD shall remit payment to DDSD within 30 days of receipt of the invoice.

RSD should direct billing questions to Accounts Receivable, David Douglas School District, Business Office, 11300 NE Halsey St., Portland, OR 97220, accounts_receivable@ddouglas.k12.or.us, 503-261-8220.

**EXHIBIT 3
RSD INSURANCE REQUIREMENTS**

RSD shall at all times maintain in force, at RSD'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. RSD and all subcontractors of RSD with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

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 Not required

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 Not required

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 Not required

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. RSD shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. RSD's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. RSD shall furnish a current Certificate(s) of Insurance to DDSD prior to contract 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 RSD's insurer to DDSD. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that DDSD, its agents, officers, and employees are Additional Insureds with respect to RSD's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until DDSD receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to DDSD.

To: Board of Directors

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

Prepared by: Nathan Fant, Network Administrator

Subject: Approval of 2021-2022 Intergovernmental Agreement with Willamette Education Service District (WESD)

Policy: [Capital Improvement - Educational Program – FEA](#)

Date: October 27, 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 4: Professional Development

We will offer continuous learning opportunities from onboarding to retirement for all staff to develop skills, knowledge, and confidence to accelerate student outcomes.

Summary:

The District receives E-Rate processing services through the Willamette Education Services District (WESD).

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

Please refer to the following attachment(s): FY22 Reynolds SD E-Rate Contract.pdf, FY22 Letter of Agency – Consulting

Previous Board Action:

The Board previously approved the E-Rate Agreement with WESD for 2020-2021.

Background:

The specific work to be purchased through this agreement will be the processing of E-Rate applications and overseeing the E-Rate procurement process in accordance with regulations and guidelines. Rates are based on 10% of funding received as noted in the agreement.

Financial Implications:

The agreement itself does not include a cost. Each awarded project or service would be subject to the fee matrix proposed by WESD. Payment is based on a percentage of committed funding for all applications prepared by WESD. The percentage is determined by the amount of funding commitment and the location of the client school district. Fee discounts are given at set funding levels.

Proposed Pricing	Rate	Cap
Commitment of \$0 - 9,999	10%	\$1,000
Commitment of \$10,000-49,999	10%	\$4,500
Commitment of \$50,000 - 99,999	9%	\$8,000
Commitment of \$100,000 - 199,999	8%	\$14,000
Commitment of \$200,000 - 299,999	7%	\$18,000
Commitment of \$300,000 - 499,999	6%	\$25,000
Commitment of \$500,000 or more	5%	\$25,000

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

Alternatives:

The Board can choose not to utilize WESD to process E-Rate applications and oversee the E-Rate procurement process in accordance with regulations and guidelines.

Staff Recommendation:

Staff recommends the Board approve the 2021-2022 Intergovernmental Agreement with Willamette Education Service District (WESD).

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board approve the 2021-2022 Intergovernmental Agreement with Willamette Education Service District (WESD) for E-Rate Services.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT
Reynolds School District
and
WILLAMETTE EDUCATION SERVICE DISTRICT

THIS AGREEMENT is entered into and shall be effective for E-rate Funding Year 22, by and between **Reynolds School District** (“Client”) and **Willamette Education Service District** (“WESD”).

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A G R E E M E N T

1. Purpose of and Effective Date of Contract

- 1.1. The purpose of this Contract is to provide E-rate preparation and management.
- 1.2. This Contract becomes effective upon execution by both parties and remains in effect until November 30th, 2023. Any changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties. If all deliverables are not completed by November 30th, 2023, this Contract is automatically extended for 1 year unless client declines extension by written notice.

2. Duties and Responsibilities of Client

- 2.1. Respond to all requests for information from WESD E-rate team within two (2) business days. If Universal Service Administrative Company (USAC) staff contacts the Client, the Client will notify WESD E-rate team within two (2) business days PRIOR to response. WESD E-rate team will advise Client how to proceed. WESD is acting as an official agent of the Client and assumes all documentation received by Client is correct. WESD is not liable for the accuracy of fraudulent or delayed information.
- 2.2. Maintain WESD's E-rate Checklist of District Responsibilities in your designated E-rate Google Suite with accuracy. Meet WESD designated deadlines on E-rate Checklist of District Responsibilities and manage checklist in real time.
- 2.3. Provide documentation, completed surveys, and other requested information for each phase of the E-rate application at least 2 weeks (14 calendar days) prior to the applicable filing deadline as determined by the FCC for each phase of the application. If all requested information is not provided at least 2 weeks (14 calendar days) prior to the filing deadlines, WESD cannot guarantee timely filing of the E-rate forms and processes provided in Appendix B. Information received after the 2-week (14 calendar day) window will be processed in the order received. For the purposes of this agreement, the information required to complete the Form 470 must be received at least 2 weeks (14 calendar days) prior to the Form 470 filing deadline and the information required to complete the Form 471 must be received at least 2 weeks (14 calendar days) prior to the Form 471 filing deadline.
- 2.4. Follow all E-rate (FCC, USAC) rules regarding competitive bidding. Maintain documentation of RFP's, bidding practices and vendor bids for a period of 10 years after the completion of service of this contract.
- 2.5. Notify WESD of all vendor contracts and month to month services. Failure to do so could endanger funding.
- 2.6. Notify WESD if **Reynolds School District** intends to modify contracts or month to month services in any fashion, PRIOR to modification, in order to ensure compliance with E-rate rules.
- 2.7. Follow all E-rate (FCC, USAC) rules regarding receipt of gifts/considerations and document retention and CIPA compliance.
- 2.8. PAYMENT Cost of services and payment information are provided in Appendix A.
- 2.9. The District will be responsible for all charges for any technology vendor that is not discounted by E-rate. If the E-rate discount is rejected, decreased, or adjusted post-

commitment for any reason, no matter who is at fault, the District will be responsible for the full charge as billed by the technology vendor. If a post commitment change of funding significantly impacts the original costs of services related to this Contract, WESD may credit the District on the invoice immediately following the change. The credit will be approved on a case by case basis at WESD's discretion. WESD will not incur any charges on behalf of the District's technology services.

3. Duties and Responsibilities of WESD

Duties and responsibilities may include, but are not limited to:

- 3.1. WESD agrees to file all needed applications based on the data provided by Client.
- 3.2. WESD agrees to mediate all problem resolution.
- 3.3. WESD agrees to complete the deliverables as follows:
 - 3.3.1. Filing of Funding Year 21 Form 470 (certified by District Official)
 - 3.3.2. Filing of Funding Year 21 Form 471 (certified by District Official)
 - 3.3.3. Completion of Funding Year 21 PIA Review
 - 3.3.4. Filing of Funding Year 21 Form 486 (if a funding commitment is secured)
 - 3.3.5. Filing of Funding Year 21 Form 472 (if a funding commitment is secured)
 - 3.3.6. Completion of Funding Year 21 Invoice Review (if funding commitment secured)
 - 3.3.7. Assistance with any appeals for Funding Year 21
 - 3.3.8. Audit assistance for Funding Year 21 (if funding commitment is secured)

Please Note: In the event that designated District Official is unable to certify Form 470 or 471, District Official may request, in writing, WESD E-rate Team certify said form on their behalf after the final version of the form has been reviewed and approved by District Official. WESD retains the discretion to evaluate each request on a case by case basis and if the WESD determines it is appropriate it may certify the form.

4. Term of the Agreement

The parties agree that this agreement shall be in effect from the date this agreement is signed until November 30th, 2023. The parties may extend this agreement for an additional one-year term, in the event that all deliverables are not completed for Funding Year 22.

5. Indemnification

Both parties accept responsibility for liability arising out of the performance of this Agreement. Client shall hold harmless, and indemnify WESD from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the Client's negligent acts, omissions, activities or services provided pursuant to this Agreement. WESD shall hold harmless, and indemnify Client from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the WESD's negligent acts, omissions, activities or services provided pursuant to this Agreement. WESD liability is subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300).

6. Insurance

Unless otherwise specified in a solicitation document (if any), at all times while providing services under this Agreement, both parties shall maintain in force insurance coverage at least equal to the value of this Agreement and the following insurance coverages:

6.1. Professional Liability/Errors & Omission (“E&O”): Both parties 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 policy shall provide extended reporting period coverage for claims made within two (2) years after this Agreement is completed or otherwise terminated according to its terms.

7. FERPA Re-Disclosure

The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information. Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student’s parent/guardian and must be used only for the purposes identified in this Agreement, unless otherwise allowed by law.

8. Assignment

Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.

9. Compliance With Laws

During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.

10. Waiver

No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

11. Contract Disputes

The parties agree that any disagreement regarding the interpretation, meaning or affect or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

12. Termination or Suspension of Performance

This Intergovernmental Agreement may be terminated under the following conditions:

- 12.1. By mutual consent of both parties, with 60 calendar days’ notice, in writing and delivered by certified mail or in person;
- 12.2. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;
- 12.3. The parties agree to within two (2) business days settle all accounts existing from work performed under this contract upon termination.

13. Integration Clause

There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, other than those contained in this Agreement and its

COST OF SERVICES**E-rate Consulting Services**

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

Proposed Pricing	Rate	Cap
Commitment of \$0 - 9,999	10%	\$1,000.00
Commitment of \$10,000- 49,999	10%	\$4,500.00
Commitment of \$50,000 - 99,999	9%	\$8,000.00
Commitment of \$100,000 - 199,999	8%	\$14,000.00
Commitment of \$200,000 - 299,999	7%	\$18,000.00
Commitment of \$300,000 - 499,999	6%	\$25,000.00
Commitment of \$500,000 or more	5%	\$25,000.00

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

APPENDIX B

DESCRIPTION OF DISTRICT RESPONSIBILITIES BY FORM

WESD staff will prepare and finalize the required E-rate forms as per the terms of this contract. While WESD staff are knowledgeable about the rules and processes required to complete each application, there is information that can only be obtained from District staff. WESD has implemented tools to reduce the burden on District staff as much as possible, and to make this data gathering process as streamlined as it can be. The below responsibilities coincide with WESD's E-rate Checklist of District Responsibilities in your designated E-rate Google Suite and will have mandatory deadlines to each associated task.

Form 470

- Provide WESD with appropriate E-rate Productivity Center (EPC) access
- Respond to all requests for information within two (2) business days
- Complete the WESD surveys by specified deadlines
- Prepare an E-rate compliant Bid Selection Matrix to evaluate bids PRIOR to the filing of the Form 470
- Review the completed form 470 within the EPC system within two (2) business days upon request.
- Submit/certify the completed form 470 within the EPC system
- Perform a fair and open competitive bidding process
- Wait at least 28 days after the filing of the 470 form to evaluate bids and/or sign contracts and ensure that all local and state procurement rules are followed.
- Evaluate bids using an E-rate compliant Bid Selection Matrix

Form 471

- Ensure that all service provider contracts are signed prior to 471 filing
- Complete the WESD surveys by specified deadlines
- Review the completed form 471 within the EPC system within two (2) business days upon request.
- Submit/certify the completed form 471 within the EPC system

PIA Review, Form 486, Form 472, Form 500, Post Commitment Changes

- Provide WESD with documentation requested within two (2) business days

Invoice Review

- Complete WESD billing spreadsheet and upload associated documents including at least one invoice copy into your designated E-rate Google Suite, total vendor payments and calculated ineligibles for July 1st - June 30th no later than September 15th following the end of the funding year
- Provide additional invoice copies or supporting documents within two (2) business days upon request

USAC & FCC Waiver, Appeal, & Audit Assistance

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



RESOLUTION #2021-2022-007

**RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL NATIVE AMERICAN INDIAN HERITAGE
MONTH IN THE REYNOLDS SCHOOL DISTRICT**

WHEREAS, Native American Indians are descendants of the original, indigenous inhabitants of what is now the United States;

WHEREAS, Multnomah County encompasses the traditional ancestral homelands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz, and Kathlamet tribes. Since time immemorial, these tribes established their communities in a resource rich area where they traded and fished along the rivers and harvested those natural resources that fed their families and sustained their communities. We honor the forced sacrifices of these tribes and Indigenous people;

WHEREAS, in the 1950s, under Federal Relocation Policy, a large segment of the Native population in the United States of America was forced to relocate to several major cities of which Portland was one. This has added to the diversity of tribal representation in the region;

WHEREAS, Native American Indians, people whose history is rich with those who positively influence and enrich our nation, our society, our region, our state, and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life;

WHEREAS, on August 3, 1990, President of the United States George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month;

WHEREAS, Native American Indians have made profound contributions and continue to make advances in education, medicine, art, culture, and public service and have been a consistent and vital influence in our nation's growth and prosperity;

WHEREAS, Multnomah County's Native American Indian Community is diverse and growing with the population estimated to be nearly 70,000;

WHEREAS, understanding Native American Indian history and contemporary life is an important part of celebrating Native American Heritage Month;

WHEREAS, Reynolds School District has a core belief in Equity that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable achievement gap for students of color and to give each student the opportunity and support to meet his or her highest potential;

WHEREAS, closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent and all district staff;

WHEREAS, The Reynolds School District Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community;

NOW, THEREFORE, BE IT RESOLVED The Reynolds School District Board of Education hereby promotes November 1st through November 30th, 2021 as Native American Indian Heritage Month and encourages staff, students, and community members to observe, recognize, and celebrate the culture, heritage, and economic contributions of Native Americans to Oregon and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

BE IT FURTHER RESOLVED, The Superintendent or her designee shall work with all schools in the district to recognize Native American Indian Heritage Month through culturally relevant lessons and activities and increased visibility of our Native American community within our school communities.

Adopted this 27th day of October 2021.

Signed:

Chair, Reynolds School District Board of Directors

Attest:

Superintendent/Clerk

To: Board of Directors

From: Anthony Lebron, Chief Finance Officer

Prepared by: Regina Sampson, Director of Financial Services

Subject: Resolution 2021-2022-008 Designating District Officers, Clerks, Agents and Depositories of Funds - REVISED

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

Date: October 27, 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 Board will consider this revision of the annual resolution.

Please refer to the following attachments:

- Resolution 2021-2022-008 Designation of District Officers – Depositories of Funds - REVISED

Previous Board Action:

The Board initially approved this resolution at the July 21, 2021 Business Meeting.

Background:

Oregon Revised Statutes and District practice requires that certain areas of fiscal authority be delegated on an annual basis. This process allows the School Board to review the resolutions that 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 others are submitted as a matter of practice.

When the Board approved the initial resolution in July, the Chief Financial Officer position was vacant. Now that it has been filled, the revised resolution designates authority changes as indicated in the strikethroughs.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the Board adopt Resolution #2021-2022-008 as presented.

Motion:

I move the Board adopt Resolution #2021-2022-008, a revision Designating District officers, Clerks, Agents and Depositories of Funds for the 2021-2022 fiscal year.

RESOLUTION 2021-2022-008

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

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~~, Anthony Lebron, Chief Financial Officer, 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~~ and Chief Financial Officer 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 the 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 Supervisor 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 and Family Services and District Operations is appointed as the Official District Safety Officer and the ~~Facilities Services Administrator~~ Rick Manager 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:

Institution
US Bank
PiperSandler – 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 ~~21st~~ 27th day of ~~July~~ October 2021, at the regular meeting of the Board of Directors of Reynolds School District #7.

Board Chair

Dr. Danna Diaz, Superintendent
District Clerk

To: Board of Directors
From: Dr. Koreen Barreras-Brown, Chief Academic Officer
Prepared by: Chris Greenhalgh, Director of Instructional Technology
Subject: FCC Emergency Connectivity Fund
Policy: [Instructional Goals – IA](#)
Date: October 27, 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 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:

The FCC's Emergency Connectivity Fund (ECF) is a \$7.17 billion program that will help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period. ECF will help provide relief to millions of students, school staff, and library patrons and will help close the Homework Gap for students who currently lack necessary internet access or the devices they need to connect to classrooms.

The ECF will provide funding to schools and libraries for the reasonable costs of eligible equipment and services that can be provided to students, teachers, and library patrons who lack connected devices, such as laptop or tablet computers, and/or lack broadband access during the pandemic.

Please refer to the following attachment: ECF Funding Commitment Decision Letter.

Previous Board Action:

Not Applicable

Background:

Reynolds School District purchased staff and student devices to ensure all students continue to have access to a laptop or tablet to use during remote learning. These devices were purchased using ESSER II funds. With the acceptance of the ECF grant RSD can reimburse the ESSER II

funds with \$654,805.84.

Financial Implications:

Reynolds School District applied for reimbursement of student and staff devices for a total of \$654,805.84. With acceptance of this grant, the ESSER II funds that will be reimbursed can be directed to purchasing other needed technology to support students and staff.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommend the acceptance of the FCC Emergency Connectivity Funds.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board accepts the FCC Emergency Connectivity Funds.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

ECF Funding Commitment Decision Letter

2021

Contact Information:

Gina Boyes
REYNOLDS SCHOOL DISTRICT 7
1204 NE 201ST AVE
FAIRVIEW OR 97024 - 9642
gina.boyes@wesd.org

ECF FCC Form 471: ECF202111073

BEN: 144833

Obligation File: 1

Application Nickname: ECF471RSD21-W1

Totals

Total Committed	\$654,805.84
------------------------	---------------------

What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.¹

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.² Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

¹ The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) (*Emergency Connectivity Fund Report and Order*) If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

² *Emergency Connectivity Fund Report and Order*, at para.93.



BEN Name: REYNOLDS SCHOOL
DISTRICT 7
BEN: 144833

ECF FCC Form 471: ECF202111073

Obligation File: 1

- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the [ECF FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the [ECF FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fsr.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**



BEN Name: REYNOLDS SCHOOL
DISTRICT 7
BEN: 144833

ECF FCC Form 471: ECF202111073

Obligation File: 1

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver**, visit the Appeals section in the [Emergency Connectivity Fund \(ECF\) Portal](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's [website](#) for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).



BEN Name: REYNOLDS SCHOOL
DISTRICT 7
BEN: 144833

ECF FCC Form 471: ECF202111073

Obligation File: 1

ECF Funding Commitment Decision Overview

2021

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2190018450	Dell Marketing LP	\$43,600.00	\$43,600.00	Funded
ECF2190018475	Dell Marketing LP	\$611,205.84	\$611,205.84	Funded



BEN Name: REYNOLDS SCHOOL
 DISTRICT 7
BEN: 144833

ECF FCC Form 471: ECF202111073

Obligation File: 1

FRN ECF2190018450	Service Type Equipment	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$43,600.00
Total Charges		\$43,600.00	
Committed Amount		\$43,600.00	

Dates	
Service Start Date	7/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	Dell Marketing LP
SPIN (498ID)	143004340

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

Approved as Submitted.



BEN Name: REYNOLDS SCHOOL
DISTRICT 7
BEN: 144833

ECF FCC Form 471: ECF202111073

Obligation File: 1

FRN ECF2190018475	Service Type Equipment	Status Funded
-----------------------------	----------------------------------	-------------------------

Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$611,205.84
Total Charges		\$611,205.84	
Committed Amount		\$611,205.84	

Dates	
Service Start Date	7/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	Dell Marketing LP
SPIN (498ID)	143004340

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

Approved as Submitted.



Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,



BEN Name: REYNOLDS SCHOOL
DISTRICT 7
BEN: 144833

ECF FCC Form 471: ECF202111073

Obligation File: 1

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

To: Board of Directors

From: Stephanie Field, Executive Director of Communications and Community Relations

Prepared by: Rose Sandy, MYC Program Coordinator

Subject: Contract Renewal, City of Gresham

Policy: [Equal Education Opportunity – JB](#)

Date: October 27, 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 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:

The Reynolds Learning Academy (RLA) has a long term and ongoing partnership between the City of Gresham and the Multnomah Youth Cooperative (MYC) program. This partnership has allowed youth in the MYC program to participate in experiential education through hands-on environmental science and wetlands restoration projects. Students gain career and technical education experience and develop skills that allow them to become more employable.

Please refer to the following attachment(s): Grant Funds Agreement City of Gresham

Previous Board Action:

The Board approves this agreement annually.

Background:

The partnership between The City of Gresham and the MYC program has been active and ongoing since 2004. Students have worked to restore sections of the Fairview Creek Headwaters Wetlands, a 40 acre natural area in Gresham. The MYC program has made significant progress in removing invasive weeds and replacing native plant species in the

wetland, allowing for increased biodiversity and wildlife. Students experience field-based career related technical education and first-hand work experience within the natural resources field.

Financial Implications:

This partnership will increase funding for the MYC program at RLA.

Alternatives:

At this time there are no alternatives for the partnership.

Staff Recommendation:

Staff recommends the Board approve this grant agreement.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board approve this grant agreement.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

AGREEMENT FOR GRANT FUNDS
Contract No. 311055

This Agreement for Grant Funds is between the CITY OF GRESHAM, a municipal corporation of the State of Oregon (City) and Reynolds School District (RSD) (Grantee). The City's Project Manager for this Agreement is Mike Wallace.

The City grants to Grantee the sum of \$5,000 for completion of no less than 11 project days in 2021-2022 fiscal year described in Exhibit A. This Grant is subject to the attached Exhibit B, Standard Terms and Conditions for Grants and Exhibit C, Insurance.

GRANTEE

CITY OF GRESHAM, OREGON



Name

Mike Wallace, Project Manager, DES

Title

Steve Fancher, Director, DES

20234 NE Halsey

Address

Gresham City Hall
1333 NW Eastman Parkway
Gresham, OR 97030

Fairview, Oregon, 97024

City, State, Zip Code

503-667-4673

Telephone

APPROVED AS TO FORM:

City Attorney

Date

Date

EXHIBIT A
Scope of Grant Project

CITY OF GRESHAM & REYNOLDS SCHOOL DISTRICT
GRANT CONTRACT SCOPE OF WORK COVERING FY 2021-2022

The intention of this scope of work is to outline the general areas within which work will be completed. Specific projects are listed under each category. This work plan may be revised with the agreement of both parties in writing. Activities to be conducted under this agreement must be done with the participation and approval of the City's Project Manager or appointed designee.

Expectations for the extent of work to be accomplished under this agreement are intended as target goals only; actual fieldwork accomplished may be more or less than what is contained in this scope of work. Timing of payment on this contract is to be annually, due upon receipt of invoice, and dependent upon City's receipt of required monitoring and progress reports which accurately reflect work accomplished by Reynolds Learning Academy (RLA) at each site visit. Pre-approved reimbursement requests included on invoices must be accompanied by original itemized receipts.

This contract is valid beginning the date at which both parties have signed this agreement through June 30, 2022.

Field Site Work:

Transportation to and from selected field sites is the responsibility of RLA. Further RLA shall be responsible for ensuring that all students participating have signed liability waivers, appropriate clothing, weather and safety gear, and adequate access to food, water and restrooms. If RLA needs support/coordination from the City regarding any of these elements, RLA's project manager shall contact the City's project manager at least two weeks prior to a scheduled workday with that request. RLA may request approval in advance for item cost reimbursement but must submit original itemized receipts for the approved items when requesting reimbursement.

Tools and restoration equipment necessary to perform the work outlined below will be provided by the City of Gresham.

Invasive Control

- Throughout project area, remove isolated blackberry, Scotch broom, English hawthorn, thistle, etc. Root wads and seed pods can be bagged and left in fenced area for city crews to collect. Weed piles can be left on site throughout the project area. If the city determines that weed piles cannot be left on site, the city is responsible for arranging for green waste removal and disposal.
- Within Fairview Creek Headwaters project area, cut reed canary grass (RCG) away from existing plantings and new staking. This should be done initially in early May, and again in late July/early August if a summer crew is available.
- Leaf mulch, which will be provided by the City of Gresham Parks Department, will be spread by RLA students in a layer 8-10" thick in an effort to suppress reed canary grass. City representative

will determine appropriate areas for the application of the leaf mulch.

Planting with Live Stakes and Container Stock

- Harvest native hardwood cuttings from public open space areas (sites to be determined in cooperation with a City representative), to be installed in random patterns within 15' of the banks, at an average density of 3' O.C. Species to be used include willow, red osier dogwood, red elderberry, nine bark, and Douglas spirea. In areas without active RCG efforts, pole cuttings (8' lengths) should be installed and monitored to determine if this is a more effective staking method in areas with tall RCG stands.
- Additional planting of container stock bought by City representative and according to City representative's instructions

Rodent Control Measures

- As necessary, reinforce existing or add new rodent control measures (vexar/protex tubing, wire cages, or tree wrap as appropriate--to be supplied by a City representative).

Habitat Improvement Measures

- Under direction of City representative, RLA will help monitor and repair habitat structures such as bat boxes, songbird and swallow nest boxes, turtle platforms, pollinator nesting poles and snake cover boards at various locations (determined by City representative).

SCHEDULE:

RLA will schedule 11 workdays for the year with Project Manager no later than July 31st, 2021.

Prior to site visits:

- Return liability waivers
- Ensure availability of appropriate equipment and protective gear
- Get City approval of proposed mapped treatment areas

During all site visits:

Meet City representative on site the morning of each workday to receive instruction on the goals/projects of the day.

RLA Deliverables to the City of Gresham:

- Signed liability waivers for each student

Billing:

- The final invoice must be submitted to the City of Gresham no later than June 30th of each fiscal year for which this contract is valid.
- RSD shall send an invoice to the project manager.

EXHIBIT B

STANDARD TERMS AND CONDITIONS FOR GRANTS

1. No Third Party Beneficiaries

City and Grantee 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.

2. Grantee is Independent

Grantee is not an agent of the City and all personnel used by Grantee in connection with the proposed project by this agreement shall be contractors, volunteers and/or employees of the Grantee and not the City, and shall have no claim against the City for compensation or other benefits, including indemnification, available to the employees of the City.

3. Available and Authorized Funds; Termination

Grantee understands and agrees that City's obligations under this Agreement is contingent on appropriation or expenditure authority sufficient to allow City to make payments under this Agreement. In the event sufficient appropriations or expenditure authority is not available, or for any other reason in the discretion of the City, the City may, without penalty or further liability, terminate this Agreement effective upon written notice to the Grantee.

4. Indemnity

A. Grantee shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Grantee or its officers, employees, contractors, or agents under this agreement.

B. Neither party shall be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party.

C. Grantee waives any and all statutory or common law rights of defense and indemnification by the city.

5. Insurance

RSD shall provide insurance in accordance with Exhibit C.

6. Records Maintenance; Access

Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance. Grantee agrees that persons authorized by the City shall have access to such fiscal records and other records that are pertinent to this Agreement, and that Grantee shall retain and keep accessible all such fiscal records and other records for a minimum of three (3) years, or such longer period as may be requested by the City. Upon request, Grantee shall provide a copy of its annual audit to the City.

6. Compliance with Applicable Law

Grantee shall comply with all federal, state, and local laws and ordinances applicable to the project. The completed project will be open or otherwise made available to everyone without discrimination based on race, religion, sex or physical disability.

7. Reimbursement to City

The City may request reimbursement, and Grantee agrees to reimburse the City, any/all funds distributed to the Grantee if the project is not started or is not completed by the dates described in Exhibit "A," or if the project is not performed in accordance with the purposes described in Exhibit "A." The City may, in its discretion, require Grantee or individuals associated with Grantee to provide personal guarantees for this reimbursement obligation.

EXHIBIT C
PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, contractor shall maintain in force at its own expense all insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Gresham Risk Management if exempt.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

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: Contract Negotiations with Multnomah County Sherriff’s Office re: Student Resource Officers

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

Date: October 27, 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:

Reynolds School District would like to enter into contract negotiations with Multnomah County Sherriff’s Office (MCSO) regarding School Resource Officers for Reynolds High School, Reynolds Middle School, and Walt Morey Middle School.

Previous Board Action:

The Board previously approved a three-year intergovernmental agreement with MCSO on December 12, 2018.

Background:

The Board previously asked for more information related to the impact of contracting for School Resource Officers. Additionally, the Board requested that the District conduct a larger survey. The District has completed both tasks and reported to the Board at the October 13, 2021 Board Work Session. More information on SROs can be found here: www.nasro.org/faq/

Financial Implications:

There is no cost to entering into negotiations. If the Board approves entering into negotiations forward with the IGA, the estimated cost annually is: \$479,556

Alternatives:

The Board could elect to not move forward with negotiations.

Staff Recommendation:

Staff recommends entering into negotiations with Multnomah County Sherriff Office for a future intergovernmental agreement for School Resource Officers.

Motion:

I move that the Board entering into negotiations with Multnomah County Sherriff Office for a future intergovernmental agreement for School Resource Officers.



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

To: Board of Directors

From: Dr. Angela Freeman, Assistant Superintendent of Human Capital Management

Prepared by: Sarah Winters, Administrative Analyst, Human Capital Management

Subject: OSEA Collective Bargaining Agreement

Policy: [Board Powers and Duties – BBA](#)

Date: October 27, 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 and Oregon School Employees Association, Chapter 37 agreed on a three year contract effective July 1, 2021 – June 30, 2024.

Please refer to the following attachment(s): OSEA Collective Bargaining Agreement

Previous Board Action:

The Board approved the previous contract in November 2018.

Background:

Reynolds School District collaborates with OSEA every three years to negotiate an agreement on working conditions for the duration of the contract.

Financial Implications:

This new contract will cost the district an additional \$6,598,378 over the next three years.

Alternatives:

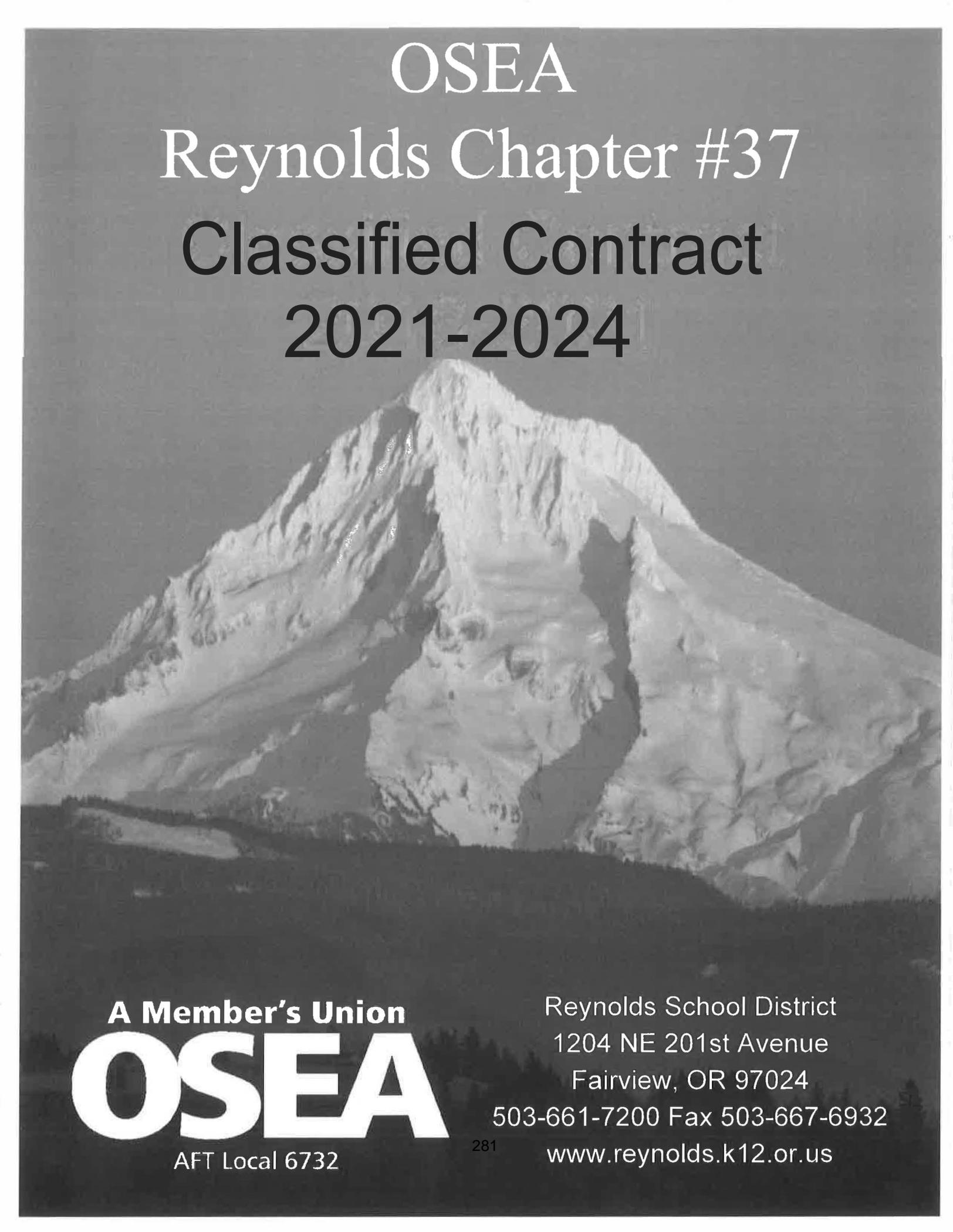
The Board could require additional information prior to taking action on this agenda item.

Staff Recommendation:

Staff recommends the Board approve the Collective Bargaining Agreement between OSEA as proposed.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board approve the OSEA Collective Bargaining Agreement, which will serve as the protocol for classified staff for the duration of the agreement.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



OSEA
Reynolds Chapter #37
Classified Contract
2021-2024

A Member's Union

OSEA

AFT Local 6732

281

Reynolds School District
1204 NE 201st Avenue
Fairview, OR 97024

503-661-7200 Fax 503-667-6932

www.reynolds.k12.or.us

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**Contract Agreement between
Reynolds School District #7 and
Oregon School Employees Association Chapter 37**

This Agreement is made and entered into as of the 1st day of July, 2021, by the Oregon School Employees Association, Chapter 37, hereinafter referred to as the "Union," and the Board of Education of School District #7, hereinafter referred to as the "Board" or "District."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for regular classified personnel included in the bargaining unit.

Now, therefore, the parties hereto agree to be bound by the provisions set forth in this agreement._

The duration of this Agreement shall be three (3) years from July 1, 2021, provided, however, that it shall be renewed automatically on its termination date for another one year, in the form in which it has been written and amended or supplemented during its life by mutual agreement; unless one party gives written notice to the other party before its current expiration date of its intention to terminate, amend, or modify the Agreement. However, provisions of this Agreement shall remain in full effect and force during the negotiations for a successive contract and until such time as a successor document is ratified by the employee representative and the District.

In witness thereof, the parties hereby affix their signatures as of the date first written above.

Sue Mutschler, President OSEA

Ana Gonzalez Muñoz, Board Chair

Teri Staudinger, Negotiator, OSEA

Danna Diaz, Superintendent

Cindy Dominiak

Angela Freeman, Assistant Superintendent of HCM

Ed Baker

Shaunice Silas, Director of Employee and Labor Relations

Kimbra Bozikovich

Anthony Lebron, Chief Financial Officer

Leslie Sykes

Chelsea Holcomb

Kim Greenlee

Rehana Nelson

John Lund

Cheryl Rickerd

Teresa Schleining

Article 1 - Recognition

- A. The Board recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it recognizes that all supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit, as determined by the Employment Relations Board (ERB).
- B. For the purpose of this Article, substitute employees are those irregular employees called in to replace regular employees who are sick or on an excused absence.
- C. For the purpose of this Article, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help or any specific job) and cannot be repeated.
- D. An employee hired for a new position involving a special needs child, or for need of class size relief, may be hired for the balance of the school year with all benefits of the contract except seniority, layoff and recall. Should that employee be rehired by the District the following school year in the same position, their original hire date will be that of their first balance-of-the-year date of hire; and layoff and recall benefits will not apply so long as the original reason for employment continues to exist.
- E. Beginning in March of each school year, the District may identify new job openings as “balance of the year” if there is a possibility that the job may not be carried forward to the new school year. The District will notify the Union and the job will be considered temporary. Should an extension of the sixty-five (65) days be needed to complete the school year, the Union and the District will negotiate that extension.
- E. The above recognition of the right of the Union to represent the classified employees in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies; however, the Board agrees to confer and ask for input from the Union on matters of policy affecting the classified school employees. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary, unless specifically nullified by this Agreement.

Article 2 – District Rights

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Board retains all its customary, usual, and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the district or any part of the district. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement and applicable law. The Board retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement or applicable law.
- B. Nothing in this Agreement shall require the District to continue in existence any of its present programs.

In the event the District considers the option of contracting out any bargaining unit work, the District will notify the Union of said consideration at least ninety (90) days prior to implementation. The District agrees to bargain the decision with the Union during that 90-day period. As

If, after such bargaining over the decision (if any is requested by the Union), the District decides to contract out, the District shall enter into good faith bargaining with the Union over the impact to the employees of the decision. It is understood that the District may implement its decision thirty (30) days following final Board action regardless of the status of impact bargaining.

- C. Notwithstanding the above, the District shall inform the employee of any action which results in a reduction in staff prior to that decision.
- D. The District email system shall be considered an official form of communication for departmental, District, Union, and school business. Employees with daily access to a computer at work are expected to have an up-to-date District email account and to check it regularly for departmental, District and school communications.

The Union and the District will jointly identify those employees not having daily access to a District email account.

Article 3 – Physical Examination

A. The District will pay all costs of required physical examinations, including EKGs and eye examinations. The District will establish standards for such physicals and may recommend the physician to be used. If the employee chooses to have the physical exam conducted by a physician other than the one recommended by the District, the District will only be obligated to pay the amount it would have paid to the recommended physician. Any charges beyond that are the responsibility of the employee.

B. When an employee chooses to have the physical examination performed by a physician of the employee's choice, the District may require a second opinion by a doctor of the District's choice. In such case, the District will pay the cost for the second opinion.

If the employee wishes to know the reasons for a second opinion, a meeting will be scheduled with the supervisor to have the decision explained.

C. Drug and alcohol testing will be done in accordance with state and federal law, and District policies GBEC and GBEDA.

Article 4 - Fringe Benefits

- A. Each month, the District will contribute up to the following amounts for the purchase of District-provided major medical, dental (including orthodontics), vision, prescription, disability, and life insurance/annuity programs for all employees working half-time or more in the District.

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Twelve (12)-month employees	\$1415	\$1455	\$1495
Employees who work 195 days or more, excluding vacation time, but less than twelve months	\$1181	\$1221	\$1261
Employees who work 194 days or less per month, excluding vacation time	\$1071	\$1111	\$1151

Any regular full time and regular part time employee (as defined in Article 1A) who works beyond their work calendar days into the summer for one year may request a review to determine if a change in benefit compensation is warranted.

- B. The employee will have the choice of allocating fringe benefit dollars to any major medical, dental (including orthodontics), vision, prescription, disability, and term life insurance currently offered by the District through OEBB and its District agents of record. Any benefit dollars not used for the previous listed options will be reduced by one half and the employee can use them toward any District-provided group insurance currently available through District agents of record in association with the OSEA insurance committee.
- C. Should the employee choose not to utilize one of the District health insurance plans, the employee will provide the District with a letter stating the employee has coverage from another source.
- D. The District will provide, at no cost to the employee, term life insurance in the amount of \$50,000 for each employee in the bargaining unit.

E. **Employee Assistance Program**

The District will provide an Employee Assistance Program for all bargaining unit members

F. **Insurance Pool**

Members will be limited to spending 50% of their unused District insurance contribution dollars for the purchase of insurance plans not covered in Section B of this article.

All unused dollars will create a pool to be redistributed to all bargaining unit members. OSEA representatives and the District will meet to determine the current FTE after open enrollment, and the remaining dollars will be distributed to all members to minimize out-of-pocket expenses. Pool calculations will be completed within fourteen (14) days following the open enrollment cut-off date. The pool became effective in the 2012-13 school year.

G. Employees working half-time or more in regular District programs will be eligible for fringe benefits effective the first day of the month following the first month in which the employee has worked for ten (10) days.

H. Insurance Committee

The District and Union will continue the joint insurance committee for the purpose of exploring alternatives to the current method of providing insurance benefits to members. The Committee will be comprised of three (3) members selected by the Union and three (3) individuals selected by the District. The Committee will have a goal of submitting a recommendation on or before January 15 of each year.

I. Sick Leave Bank

The Sick Leave Bank is a cooperative effort between the Reynolds School District and Reynolds OSEA. The intent of the sick leave bank is to bridge the time loss required by an employee's illness or disability and their return to work other categories of leave days are not available for that purpose. The sick leave bank is not intended to replace other available leave days or the availability of unpaid medical leave. To utilize the Sick Leave Bank, please notify OSEA Chapter President and Human Capital Management.

Records

The District will keep accurate records of leave accumulated by the Bank and of sick leave used by the Bank. These records will be available for review by the Sick Leave Bank Committee as necessary and appropriate. An annual report will be given to OSEA by October of each year stating a beginning balance, contributions, total requests, days granted, and ending balance.

Article 5 - Paid Leaves of Absence

A. Sick Leave

Employees who are absent because of personal illness, injury, or pregnancy, or for any other reason set forth in the Oregon Sick Time law, will receive compensation during such absence in accordance with the following provisions:

1. All employees will be granted ten (10) days sick leave during each school year; employees who work more than 195 days but less than 12 months will be credited with one additional day for a total of eleven (11) days; employees who work 12 months will be credited two additional days for a total of twelve (12) days. Such sick leave will be credited to said employees on the first school day of the Fall semester. In case of employees who begin service after commencement of the school year, sick leave days will be credited on the first day of employment and will be prorated.
2. Sick leave will accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, will, upon proper verification, be allowed to transfer into this District the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee’s attending physician or practitioner that injury or illness prevents the individual from work. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. Illness of less than five (5) days’ duration may require verification if requested by the principal, supervisor, or Assistant Superintendent of Human Capital Management.
5. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
6. Unused sick leave will be reported to Public Employees’ Retirement System (PERS) upon retirement in accordance with the law.

B. Bereavement Leave

Upon request, employees will be allowed up to three (3) days of absence with pay for a death in the immediate family (for definition of “immediate family” see Section E of this Article). Special consideration may be given by the Superintendent in unique situations, such as foster children and step-relatives. The Superintendent may approve additional days. Such leave will not accumulate from year to year. Employees will be eligible for all other bereavement leave benefits as set forth in Oregon law.

C. Court Appearances

Absence from assigned work for court appearances and/or jury duty will be permitted under the following conditions:

No deduction will be made from the salary of an employee who is called for jury duty or is subpoenaed as a witness in a court case in which they are not personally involved provided the employee provides the District with a copy of the summons or subpoena.

The employee on jury duty or who is to appear as a witness in a case in which they are not personally involved will make every effort to determine in advance whether or not they will actually be required for jury service or as a witness on the day(s) scheduled, and the employee will return to work on days when their jury service or appearance as a witness will allow them to complete two (2) or more hours of work for the District.

D. Personal Leave

When an employee is absent because of an emergency or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, the District will allow the employee up to three (3) days of personal leave per year or four (4) days personal leave per fiscal year for twelve (12)-month employees, not cumulative, with the employee to be paid their daily pay.

Employees will be granted personal leave in not less than half day portions or in full shift/route increments as appropriate. When the District determines that a substitute is not required, employees may use personal leave in increments of two hours or in full shift/route increments as appropriate.

Employees who work more than 195 days per year will be granted up to four (4) personal days per fiscal year. Personal leave requests will be submitted to the building principal or immediate supervisor of the employee. Personal leave does not accumulate from year to year. Requests for personal leave should be made at the earliest possible time prior to the leave. Absences made necessary by emergencies may be approved if the request is submitted (within three (3) school days of return to work.

1. The principal or supervisor must be notified 48 hours in advance except in the case of an emergency. Employees will not be required to disclose the nature of their personal business when requesting such leave.
2. A denial will be presented to the employee in written form with the explanation stated. If the employee is dissatisfied with the explanation and it falls outside of one of the reasons for denials, they have the right to request a review with the Assistant Superintendent of Human Capital Management.
3. No personal leave may be granted on days immediately before or after a school holiday, breaks, or vacation period, if applicable, nor on the opening day or closing of the school year without prior approval as noted above.

E. Immediate Family

For purposes of this Article, immediate family will include the employee's spouse or domestic partner (requires a domestic partnership affidavit on file in Human Capital Management), father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws, and/or persons sharing a close personal relationship that includes a responsibility for common welfare (for example, but not limited to, step-children or foster relatives).

F. Family Illnesses

For household family illnesses where the employee's presence is required, the employee may choose to use:

- Personal leave
- Sick leave (additional days may be used in accordance with Oregon Sick Time Law and the Oregon Family Leave Act (OFLA) and Family and Medical Leave Act (FMLA) when applicable)
- Vacation leave (if applicable); or
- Up to four (4) days may be taken without pay

G. Cost of Substitute Leave

Each employee is entitled to three (3) shift days per year for which the cost of the substitute (Step One of the pay scale) is deducted from their salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular workday. In situations where the District feels it is warranted, additional cost-of-substitute days will be considered if such leave does not unduly disrupt the District's educational program.

H. Worker's Compensation Leave

1. Any employee who has filed a Workers' Compensation claim that includes time loss may be paid during the three (3) day waiting period before insurance carrier payments begin by opting to use accumulated sick leave or vacation leave or personal leave.
2. The employee, or the Union on their behalf, will notify Human Capital Management as to their choice of using sick leave, personal leave, vacation time, or unpaid days to fulfill the other 30% of wages lost. If no such notification occurs, the District will use available days in this order: sick leave, personal leave, vacation time, or unpaid leave.
 - a. The employee must turn in a classified leave slip marking "Worker's Comp" as the reason for absence. The District will deduct one (1) day of sick leave from the employee's accrued sick leave, and the employee will continue to be paid at their regular rate of pay.

- b. The employee will keep wage loss payments from the insurance carrier, the District will deduct appropriate leave (as per a. above), and the employee will continue to receive their regular rate of pay.
- c. An employee electing unpaid days (as per a. above) will not have accrued leave deducted from their leave account (in essence receiving only insurance carrier payments for their time-loss period).

I. Military Leave

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. The employee will notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

J. Workplace Protections for Victims of Domestic Violence, Sexual Assault, or Stalking

The District will provide those protections and benefits as set forth in ORS 659A.290 for employees who are victims of domestic violence, sexual assault, or stalking

Article 6 - Unpaid Leaves of Absence

A. Unpaid Medical Leave

An employee who has exhausted all paid leave and statutory leave may be granted an unpaid medical leave of absence of up to one (1) year at the discretion of the District.

It is understood the employee must provide medical verification of the need for such leave and a medical release prior to their return to work.

B. Short-Term Unpaid Leave of Absence

Once each school year, an employee may request a short-term leave of absence without pay for up to ten (10) days providing:

1. The employee makes the request at least ten (10) days prior to the leave, except in an emergency.
2. The leave is not used for employment purposes.
3. The leave is not used for vacation purposes.

C. Long-Term Unpaid Leave of Absence

The District, at its sole discretion, may grant a non-medical long-term leave of absence of up to one (1) year. The employee must apply at least sixty (60) days prior to the start of such leave, except in the case of emergencies, and will return on the mutually-agreed-upon return date unless the leave is extended in writing by the District. A replacement employee will be employed on a temporary contract and will have no rights to recall. Persons on unpaid leaves will accumulate seniority for the period of leave.

D. Military Leave

The District will follow all applicable State and federal laws regarding military leave.

Article 7 – Emergency Closure

A. Emergency or Inclement Weather Closure

The District will notify employees when schools are to be closed for emergencies such as pandemic, acts of nature, or other unforeseen emergencies. Announcement of school closures over local radio and television stations, the District website, or phone calls to employees will constitute adequate notice.

Non-Essential Employees

When a decision has been made by the District to close school non-essential employees will not be required to report for work.

Emergency Closure Leave

During the terms of this agreement, employees will receive one (1) day paid leave to use for emergency closures per school year.

If District schools and facilities are cancelled or delayed during the employees' work year and the District will not be making up a school day(s), employees will have the following options:

- use the District-allocated Emergency Closure Leave day
- report for work on site or remotely if the supervisor determines work is safe and available or
- take a paid vacation day(s) if applicable, or
- take a paid personal leave day(s), or sick day(s), or
- take unpaid leave (pay deduction), or
- with the supervisor's approval, the day may be scheduled and worked at a later time.

Make-up Days

If the District indicates emergency closure days will be made up later in the school year:

1. Leave or salary deductions taken for closure days that are then made up will be credited back to the employees.
2. Employees will work the make-up days without additional pay.
3. Non-essential employees who work on an emergency closure day and the corresponding make-up day will be paid for the make-up day.

Exceptional Circumstances

In the event that an emergency closure exceeds beyond the allotted emergency leave of (1) one day emergency leave, up to three (3) additional leave days may be

approved by the superintendent for exceptional circumstances on a case-by- case basis.

2. If non-essential employees are requested and agree to work with custodial, grounds, transportation, or maintenance doing outside inclement weather preparation or snow/ice removal, the employees will receive their hourly rate plus an additional \$10.00 (ten dollars) per hour for the hours worked.
3. In the event an employee voluntarily requests and receives approval from their supervisor to report to work on a closure day due to inclement weather, the employee will receive their hourly rate for the hours worked.
4. Essential Employees

When a decision has been made by the District to cancel or close school or close the District, only essential employees will be required to report for work or remain at work. Employees who are designated by the Superintendent as essential will be defined in writing prior to the first day of the school year. Essential employees from the custodial, grounds, transportation, or maintenance departments required to report for work on a closure day will receive their hourly rate plus an additional \$10.00 (ten dollars per hour) for the hours worked. Other essential employees required to report for work on a closure day will receive their hourly rate plus an additional \$5.00 (five dollars) per hour for the hours worked.

Essential employees not able to attend work because of weather-related causes will notify their supervisor as soon as possible. Essential employees unable to report to work may use the following to account for their absence:

- a. Personal days
- b. Vacation days
- c. Unpaid days
- d. Make-up days (when applicable; paid when worked)
- e. Sick Leave days

B. Emergency Late Opening/Early Closure

1. On an emergency or inclement weather “late opening,” the District will make every effort to notify employees if there is an adjustment to their regularly scheduled shift a minimum of one hour before their start time.
2. In the event of a late opening, all employees will receive their regular daily wages. In addition, employees required to report at their regular time will be compensated at \$5 per hour for work indoors and \$10 per hour for work performed outdoors on site prior to opening. Employees are responsible for submitting hours worked in the current time-keeping system.
3. If employees are sent home early due to emergency closure, they will receive their regular daily wages.
4. Employees may be expected to report at their regular reporting time and work their regular shift without additional compensation when their regular reporting time occurs on or after the late opening.

Article 8 – Salary

A. Salaries

1. Salaries for the classified employees in the bargaining unit for 2021-2024 will be as indicated on the attached salary schedules (Appendix B).
2. The salary schedule for 2021-2022 through 2023-2024 will be as outlined in the attached salary schedule.

B. Longevity Pay

1. Employees will qualify for a longevity pay at the completion of fifteen (15), twenty (20), twenty-five (25) years, and thirty (30) years of continuous employment with the-District.

Longevity pay is an additional \$.35 per hour at fifteen (15) years, an additional \$.55 per hour at twenty (20) years, an additional \$.35 per hour at twenty-five (25) years and an additional \$.50 per hour at thirty (30) years and will be cumulative.

Longevity pay increases will begin the pay day following the employee's fifteenth, twentieth, twenty-fifth, or thirtieth anniversary date with the District.

2. In most cases, "Continuous Employment" will mean unbroken service from last date of hire. In cases where there has been an approved period of unpaid leave or layoff, the employee will receive credit for service before and after the break, but not during the break in calculating eligibility for longevity pay.

C. Salary Duration

Salaries, as indicated on the salary schedule, will be for the term of this Agreement unless amended or supplemented by mutual agreement of the Board and the Union.

D. Changes in Positions

Changes in positions involving a new duty of greater responsibility will be accomplished as follows:

1. The employee will first be raised one step on their current salary column.
2. They will then be moved over to the next step on the new salary column that is equal to or exceeds the adjusted step in number 1.
3. An employee at the top of their salary column prior to promotion will have 4% added to their current step before moving to the new salary column.

E. Temporary Assignment

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification will assume all the duties and responsibilities of the assigned position

and be considered working out-of-classification. Beginning the fifth day, an employee will be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than the salary they were receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater, from the first day of the assignment.

F. Involuntary Transfer

The employee who is transferred involuntarily on a reduction in force to a classification lower than the one under which they are working will be placed on the lower classification salary range at the same salary or the nearest comparable salary as they were receiving at the higher classification range.

F. Voluntary Transfer

When a job opening occurs, the District will give preference to requests on file and new applications by employees (as per Article 24 B). An employee may request a transfer by submitting a transfer request to the Human Capital Management office. Such a request will include the specific position(s) desired and will be valid for one (1) year from the date the request was submitted.

H. New Employee Salary Placement

The District retains the prerogative of salary placement of new employees. However, the District, upon reviewing the qualifications of the new employee, may grant one (1) year's credit on the salary schedule for each two (2) years worked in the job category to a maximum of step 3. Only in exceptional situations will the District grant credit beyond the third step. In such cases the District will notify the Union President.

I. Step Increase

Employees will receive a step increase on July 1 of each year unless they are at the top of the schedule. However, an employee who is hired between January 1 and June 30 will not be eligible for the step increase in July. Step increases will not be considered part of the status quo, and therefore will not be granted without the mutual agreement of the parties, beyond the current contract.

J. Shift Differential

An employee working the graveyard shift (10:00 P.M. to 6:00 A.M.) will receive thirty (30) cents per hour in addition to the regular hourly rate.

Bus drivers who are in a cover driver position will receive a one dollar (\$1.00) per hour pay differential. A cover driver position is one in which the driver, as their daily assignment, covers other routes such as vacancies, absences, field trips and athletic events. This differential does not apply to drivers who have an assigned route and may assist with covering other routes.

Bus Driver Trainers will receive a one dollar and fifty cents (\$1.50) per hour pay differential for the hours they spend in the Bus Driver Trainer position.

K. Overtime

Overtime rates will be paid as provided for in ORS 279.340 in accordance with appropriate State and federal regulations. Overtime will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay or compensatory time off for all hours worked in excess of forty (40) hours per week or any work required on a legal holiday as defined in Article 9, A and B. It is agreed that where overtime worked on any given day is less than one-half (1/2) hour, it will be taken in the form of compensatory time at the rate of one and one-half (1-1/2) times the overtime worked (as coordinated through the supervisor).

Overtime will only be paid when an employee's hours worked exceed 40 hours in one week. Other days such as sick leave, holidays, etc., will not be applied to hours worked.

L. Compensatory Time

Compensatory time (either salary or compensatory time) will not exceed 24 hours at any time and will be authorized by the supervisor prior to the overtime worked. It is understood that compensatory time will be taken by the cutoff date for the June payroll or the balance will be submitted for pay by the cutoff date for the June payroll. Employees who have accumulated compensatory time and wish to use it must coordinate the use of such time with their administrators in order to ensure the least disruption to the work environment.

Employees working unauthorized overtime may be subject to the disciplinary provisions of this agreement.

M. On-Call Compensation

Grounds and Maintenance employees who are scheduled to be “on-call” will be compensated at a rate of four (4) hours of pay at one and one-half (1 ½) times the employee’s regular rate of pay per week of on-call status.

Grounds and Maintenance employees who respond to a call while “on call” will be paid a minimum of two (2) hours overtime when called. If the “on call” lasts longer than the initial two (2) hours, any additional time worked will be paid at the contractual overtime rate as per K. Overtime.

N. Automated Timekeeping

The District will utilize an automated timekeeping system (currently TimeClock Plus) for the purpose of documenting employee attendance and leave matters and adjusting pay as appropriate. The District may also utilize data from this system for disciplinary purposes. All employees will receive training on how to use the system before they are required to use the system.

O. Cell Phone Stipend

The District recognizes the need for some employees to carry a cell phone to conduct business when working in the community, be accessible outside normal business hours, or respond quickly in the case of emergencies when working away from District worksites or outside on the grounds. In lieu of the District providing a cell phone, employees, as need is identified and approved by their supervisor and the Assistant Superintendent of Human

Capital Management, will be paid a stipend of \$35 (thirty-five dollars) per month to defray the costs of the cell phone expense.

P. Bilingual Stipend

Employees in positions whose job descriptions specifically require bilingual skills (i.e., translations between English and other languages verbally or in writing) will receive a stipend of 4%.

Q. Overnight Trip Pay

The classified overnight rate will only apply and be paid for those hours during which a classified staff member is responsible for students overnight during sleep time. For all other hours worked, classified staff are to be paid at either the regular hourly rate or at the overtime rate or be given compensatory time as per the provisions outlined in the OSEA Contract, Article 8 – Salary, K. Overtime, or L. Compensatory Time, for all hours worked.

Overnight Rate:

The overnight rate for sleeping time while responsible for students is calculated as follows:

Individual annual salary multiplied by 1.5%, divided by the number of days worked each week equals the amount to be paid for each overnight.

Example: (IIC/Step 10)

Annual Salary = \$43,102.80 (\$27.63 X 8 hours X 195 Days)
X .015 (1.5%) = \$646.54/5 = \$129.31 per night

Hours will be entered in the timekeeping software, using the appropriate job code provided by the administrator.

See Article 21 – Transportation D. Overnight Trip Pay for Bus Drivers

R. Educational and Media Assistants

Identification of responsibilities qualifying for stipends will be determined by the District with input from the supervising teacher and principal. A request to review an assignment may be made by an educational assistant through the Union, but such a request will not be required in order for the District to so designate a responsibility. An approved request for a stipend will be effective upon its approval.

The following classification stipulations will apply:

Educational Assistants

1. School after School (SAS) Assistants, Pre-school Assistants, Perkins Grant Assistants, as well as any similar assignments in the future, will be on Schedule 1B of the Salary Schedule for Classified Employees.

2. Classroom Assistants, Title Assistants, Special Education Assistants will be on schedule IIA as a base salary column. Any assistant changing columns as a result of this classification will move directly to the same step they would have been on previously.
3. Educational Assistants who encounter student behavior of a violent/assaultive nature that requires the use of approved physical restraint on a near-daily basis will receive a stipend of 4%.

Educational Assistants who are assigned to a special education self-contained classroom will receive a 4% stipend. A special education self-contained classroom is a classroom in which students are placed due to behavior or life skill types of skill development. Educational Assistants who work in a resource room do not fall into this category.

4. Educational Assistants whose job requires toileting, catheterization or similar attention to bodily fluids will receive a stipend of 4% for the estimated time required for such activity.

Educational Assistants whose job requires full assistance with toileting, catheterization or similar attention to bodily fluids (not including general wiping of noses or saliva) will receive a stipend of 4% for the estimated time required for such activity.

Media Assistants

1. Media Assistant and Computer Assistant may be included in one job description that includes a statement clarifying that some of the responsibilities may only be required in certain specific assignments.
2. When under a media specialist's supervision, the Media Assistant has the primary assigned responsibility for the designated Media Center computer lab used for word processing and/or computer skills instruction, the compensation will include a 3% stipend. The stipend will be based on the percentage of the total assignment in this area (rounded to 25%, 50%, 75%, or 100%).
3. In schools without a media specialist (licensed person) in charge, Media Assistants are entitled to a stipend. This stipend varies by school and actual schedule during the day (if it changes, a weekly average will be used.)

An Assistant in the media center without a licensed person in the room (as when a teacher leaves a class in the library) will receive a stipend based on the percentage of time. If there is a period of time when the Assistant is in charge of computer skills, they get a 3% stipend for that portion of time, rounded to the nearest 25%. For the rest of their schedule, when responsible for students in the media center, the Media Assistant will also get 3% for each hour, rounded to the nearest 25%.

S. Groundskeepers

Groundskeepers who are assigned by the District to spray pesticides and who carry the necessary licensure will be paid an annual stipend of \$750. The stipend will be divided among all 12 paychecks and will be prorated for new hires and terminations based on start and end date.

T. Job Reclassification Committee

Employees who believes the duties they are performing have changed significantly and on a consistent basis from the current job description may make a request for job reclassification. An administrator/supervisor may also submit a request for reclassification on behalf of an employee. Any request for reclassification will adhere to the procedures set forth below.

1. Reclassification requests must be submitted to the Assistant Superintendent of Human Capital Management and the President of the Union in writing by February

The request will contain the following information:

- a. Current job description and placement, including salary range;
 - b. Job description that the employee believes more accurately meets the duties and responsibilities currently being performed;
 - c. Rationale for the requested placement change, including specific duties/responsibilities believed to be outside of the current placement and the frequency with which those duties/responsibilities are being performed;
 - d. Date of letter; and
 - e. Employee's or supervisor's signature.
2. Upon receipt of a request for reclassification, the Assistant Superintendent of Human Capital Management will notify the Reclassification Committee that a request has been received. A date will then be established for hearing the request no later than March 1. The Committee will consist of the Assistant Superintendent of Human Capital Management, a supervisor or administrator from the appropriate department, the Union President, and the Union Vice-President. Additional participants may be included with the mutual agreement of the District and Union.
 3. At the time of the hearing, the requesting party will have the responsibility of presenting evidence of the need for reclassification. This may be presented either in writing or in person or both. The evidence must relate to the specific job duties that the employee believes they are performing that are outside the scope of their current assignment. The Committee may ask questions of anyone presenting to them and may make such additional inquiries as the Committee deems appropriate.
 4. After the close of the hearing, the Committee will confer and reach a decision concerning the reclassification request. The recommendation will be communicated to the Superintendent for final approval. The decision of the Superintendent will be considered final. The Assistant Superintendent of Human Capital Management will inform the requesting party, the Committee, and the Union President of the Superintendent's decision no later than sixty (60) days after the initial request.
 5. An employee whose job has been reclassified will be placed on the new column at a step that is not less than the hourly rate that the employee would have received in the previous range. The new salary will be retroactive to February 1 or the date of the Reclassification Request, whichever comes first.

6. Once a request is heard and decided, the employee may not ask again for reclassification for a period of at least one (1) year.
7. Factors not relevant to a reclassification request:
 - a. Skill of incumbent
 - b. Seniority of incumbent;
 - c. Volume of work;
 - d. Number of interruptions;
 - e. Perceived stress; and
 - f. Duties voluntarily performed.

U. Position Review Committee

The District and the Union agree to form a joint committee for review of selected classifications during the course of this contract. The review will include appropriate job titles, job descriptions, and placement on the salary schedule. The Committee will develop processes and mutually agreed upon outcomes.

Article 9 - Holidays

- A. All twelve-month regular classified employees will be paid at their regular rate of pay and will not be required to work, except in emergency situations, on the following holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

- B. Employees who are required to work on a holiday will be paid at two (2) times their regular rate.

- C. All school-year regular classified employees will be paid at their regular rate of pay and will not be required to work on the following holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	Christmas Day

- D. Any school-year employee working an added summer position which begins before and continues after Independence Day, and who is on paid status on their last regularly scheduled workday before, and their first regularly scheduled work day after, will also receive Independence Day as a paid holiday. This will also apply to employees whose regular school-year work calendar extends beyond July.

- E. If any of these holidays falls on Saturday or Sunday, it will be observed in accordance with ORS 187.010 and 187.020.

Article 10 - Vacations

A. The following schedule will be implemented for all 12-month employees. To establish a fiscal year of July 1 to June 30, all employees who are hired during the work year will have vacation days prorated during the first year of employment from the time of hire to July 1 and during the final year of employment should the employee leave prior to June 30th. Thereafter;

B. **Years of service**

with the District 1-5 6 7 8 9 10 11 12 13 14

Working:

12 month 11 12 13 14 15 16 17 18 19 20

C. Actual use of vacation will be worked out mutually between the supervisor and the employee that best fits the work schedule of the District. If an employee believes that their supervisor is acting in an arbitrary manner regarding the scheduling of vacation, the employee may appeal to the Executive Director of Human Capital Management or the Director of Business Services. If the issue is not resolved at that level, the employee may appeal to the Superintendent, whose decision will be final.

D. Vacation time that is due a twelve (12)-month employee and is unused by August 30 may be carried over into the next school year. The maximum amount to be carried over will be ten (10) days.

Vacation days not able to be used by the employee due to District-required needs may be paid, leaving a balance of ten (10) days to be carried over.

Article 11 - Work Time

A. Workweek

The standard workweek for Reynolds School District commences at 12:01 A.M. Sunday and concludes at 12:00 midnight Saturday. The work time for regular full-time classified employees (1.0 FTE) will consist of forty (40) hours of work during the five (5) consecutive days within the workweek.

B. Workday

The work shift for an employee begins at the assigned time. Time needed for parking, walking to the work area, etc., should be taken prior to the official shift start time. Work time starts when employees start work duties.

An involuntary permanent change in shift assignment will not occur without five days' written notice except in the event of an emergency or a change in special education enrollment or placement.

C. Work Year

Work calendars for each classification will be available on the District website. The District will make calendars for the following year available by the last student contact day. The work year for classified employees will be scheduled by the District with the following provisions:

1. Secretarial/clerical and maintenance/custodial positions shall work a regular established work year
 - Food Services –Two (2) days
 - Educational Assistants and Media Assistants –Three (3) days to be used before or after the academic year.
 - Health and Safety Assistants – Two (2) days; one (1) day before and one (1) day after the academic calendar.
 - Transportation - Two (2) days:
 - a) one (1) day for in-service prior to the student school year;
 - b) one (1) day - up to eight (8) hours - to be used any time during the school year for the required (8) hours class time for the School Bus Certificate.

Each building will ensure that registrars have adequate time or support to be able to perform all duties as assigned, which may include the budgeting of overtime, flex time, and substitute coverage.

2. Lunchroom assistants, crossing guards and campus monitors shall work the academic calendar plus district required in-service days.
3. When an employee works for the District beyond the end date of their classification calendar, the employee will accrue and be eligible to use sick leave in accordance with State law.

4. Two (2) classified employees will be appointed by the Union to serve on the District Academic Calendar Committee.
5. The District can require additional days to be worked for in-service purposes, other necessary work, etc. Such additional days will be submitted via TimeClock Plus.

D. Lunch Period

Each regular full-time classified employee working over four and one-half (4-1/2) consecutive hours will be scheduled an uninterrupted lunch period of not less than one-half (1/2) hour nor more than one (1) hour as agreed upon with the supervisor. Such lunch period will not be credited as time worked for any purpose and will not be paid time. The lunch period will be scheduled by the supervisor as nearly as is practicable to mid-shift.

Upon mutual agreement of the employee and their supervisor, the employee may work a full shift without a lunch period. Employees who work between four and one-half (4 ½) hours and less than six (6) hours may waive their lunch breaks for the entire work year upon mutual agreement with their supervisors.

For traveling employees, modest travel (such as to a nearby school or eating facility) will be allowed, but the travel time will be included within the lunch period.

E. Callback Time

An employee called back to work will receive overtime pay with a guaranteed minimum of two (2) hours at time and one-half for the work for which they are called back. This provision only applies when callback results in hours which are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or holdover time annexed to the end of the work shift or workday.

F. Rest Period

Each employee will receive a fifteen (15) minute break coming as close as practical in the supervisor's judgment to the middle of a four (4)-hour period. Such break period will be designated by the appropriate supervisor. Rest breaks may not be added to the meal period or deducted from the beginning or end of the work shift so as to reduce the length of the work shift. Rest breaks may not be waived or used to adjust work hours.

For employees who work at multiple worksites rest periods will be taken at the worksite they are presently working. Additional time will not be provided to travel to alternate locations before beginning the rest period.

Numbers of Meal and Rest Periods Required Based on Length of Work Period

Length of Work Period	Rest Breaks Required	Meal Periods Required
2 hrs. or less	0	0
2 hrs. 1 minute - 5 hrs .59 minutes	1	0
6 hrs.	1	1
6 hrs. 1 minute - 10 hrs.	2	1
10 hrs. 1 minute - 13 hrs. 59 minutes	3	1
14 hrs.	3	2

G. Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities to carry out their work assignment(s).

H. Work Site Attendance

Travel within the district on district time and/or with district vehicles is specifically limited to assigned job-related needs. The only slight exception to this will be the modest travel allowance listed in Section D. above for lunch periods. Employees leaving their work site during the assigned time without express permission will be considered in violation of this Article. This includes, but is not limited to, being in District vehicles assigned to other personnel, being at other job sites, etc.

Article 12 - Union Rights

A. **Paid Work Time to Perform Defined Union Activities .**

The District shall allow designated Union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

1. Investigate and process grievances and other workplace-related complaints;
2. Attend investigatory meetings, hearings and other due process proceedings;
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
4. Engage in collective bargaining;
5. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations;
6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
7. Testify in a professional- or work-related legal proceeding in which the public employee has been subpoenaed as a witness.

B. For purposes of this Article, "designated Union representatives" shall include District employees who are Chapter Executive Board officers, Stewards and Work Site Organizers.

C. There may be circumstances in which a designated Union representative needs an accommodation to his/her job duties/schedule or requires coverage from other staff members to be able to complete these activities during work hours. Designated Union representatives who require such accommodations or coverage shall provide their immediate supervisors with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. The supervisors shall make a good faith effort to provide a job accommodation or coverage.

D. The District shall not reduce the designated Union representative's work hours to accommodate the designated Union representative's performance of the activities listed above. However, the designated Union representative and his/her supervisor may agree to a flex schedule that allows the designated Union representative to perform the activities above during paid work hours.

E. The District may refuse to authorize additional work hours that incur overtime pay due to performing the activities listed above.

F. Bulletin Boards

The District agrees to provide the Union with reasonable bulletin board space for the use of the Union in communicating with employees. Such bulletin board space shall be made available in any building where bulletin boards presently exist and where regular classified employees are working.

G. Access to District Facilities and Equipment

1. At employee orientations, the District shall provide the Union with thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The Union shall also be permitted to set up a table at the orientation to meet directly with employees before and after the orientation as well as during breaks. No employee shall suffer a loss in compensation or benefits due to participating in or attending the Union's presentation.
2. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for the designated Union representative attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location within thirty (30) calendar days from the date of hire.
3. The Union shall be permitted to meet with employees during regular work hours at their regular work locations to discuss grievances, complaints and other workplace related matters without loss of compensation or benefits to any employee, including any designated Union representative attending the meeting. The Union will make a good faith effort to schedule these meetings in a manner that minimizes the impact on District operations.
4. The Union shall have the right to use the District's facilities to conduct Union meetings. The principal of the building in question shall be given an advance request for the use of the building. The request shall not be unreasonably denied. If denied, the denial shall be accompanied by a written explanation. The Union agrees to reimburse the District for any actual expenses incurred during building use.
5. The District recognizes the contribution of classified employees to the educational process and, therefore, agrees that all employees shall have equal access to the use of facilities provided for the building staff. As such, all meetings called for the purpose of disseminating information which applies to classified employees shall include the affected classified staff.
6. The District's electronic mail system may be used by the Union for Union-related communications including, but not limited to, communications related to :

- i. Collective bargaining;
- ii. Grievance or dispute investigations;
- iii. Governance of the union.

H. Use of Equipment

The Union shall have the right to use District facilities and equipment including computers and installed software, e-mail service, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall supply its own paper when making copies and pay the reasonable cost of any other materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

I. Property Loss

When the District requires an employee to furnish his/her own property or tools for District work, the District shall reimburse the employee for the loss of such tools, except personal cell phones, under the following circumstances:

1. The property stolen was accessed by forcible entry on a locked container or as a result of other illegal activity;
2. The employee has filed an inventory of such tools with the appropriate Maintenance, Operations or Transportation supervisor.
3. The employee has cooperated with the District in its investigation and resolution of any reported loss.

Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance reimbursement. Reimbursement shall not be made for losses less than twenty-five dollars (\$25.00) and shall not be made when carelessness or negligence on the part of the employee was evident nor if unattended tools are missing.

J. Time Release

The District may grant members of the Union release time to serve as a representative of the Union and to attend labor-related conferences and other Union sponsored programs that directly relate to the parties' collective bargaining relationship. Requests for release time must be submitted to the supervisor not less than two (2) weeks in advance of the requested time off. These leaves must be approved in advance by administration and the Union will reimburse the District for its costs associated with granting this leave. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

K. Union Updates

A Union representative shall be allowed to make brief announcements at the end of a regularly scheduled building or departmental staff meeting as long as the Union representative has contacted the administrator in advance of the meeting and the administrator agrees there is sufficient time available.

L. Right to Receive New Hire Information

1. The District shall provide the Chapter President, OSEA Field Representative and classified@osea.org with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit, to the extent the District is in possession of this information:

- a) The employee's name and his/her date of hire;
- b) Contact information including:
 - i. cellular, home and work telephone numbers;
 - ii. personal and work electronic mail addresses;
 - iii. home or personal mailing address;
- c) Employment information including the employee's job title, salary and work site location.

2. The District shall provide such information within ten (10) calendar days from the date of hire for newly hired employees as well as the name of any employee who has separated employment with the District. The District shall provide current contact information to the Union every one-hundred-twenty (120) calendar days for all employees in the bargaining unit, including those not newly hired. The information is to be sent to classified@osea.org.

Article 13 - Personnel Records

A. Confidential Personnel Files

The official files on classified employees are confidential and as such will be available for inspection only in accordance with District policy relating to personnel files. No information of a critical nature (i.e., a warning, reprimand, evaluation, parental complaint, etc.) may be placed in an employee's personnel file unless the employee has had an opportunity to review the material and sign or initial the copy to be filed. It is understood that the employee's signature may not indicate agreement. A copy will be furnished to the employee with 48 hours' notice.

B. File Review

An employee will have the right to review, by prior appointment, all materials in their personnel file. The District agrees that the use of reprimands, warnings, etc., already placed in the personnel file will be weighed against the passage of time, the seriousness of the offense and the employee's work record since the placement of the materials. If the District and Union mutually agree, records of minor offenses may be removed from the personnel file after three years if the removal is not in conflict with state or Federal law or archival regulations. The employee must request in writing the removal of such records.

Each supervisor may maintain a working file to assist in supervisory responsibilities. The employee will be allowed to view the supervisor's working file upon prior request.

C. Written Attachments

The employee will, at the time of review of materials as provided for in paragraph A hereof, or within ten (10) calendar days thereafter, be allowed to attach for inclusion in the file written comments.

D. Use of Materials in Files

Materials placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the District in any disciplinary proceedings involving the employee.

E. Evaluations

All employees will be given a written evaluation at least annually. The information in the evaluation will be reviewed with the employee in an individual conference with the appropriate supervisor.

Article 14 - Seniority/Layoff/Recall

A. Seniority

Seniority shall be defined as the total length of service within the District and within the job classification as a classified employee. For the purpose of computing seniority, all authorized leave shall be considered as time worked, with the exception of unpaid leave.

Upon request from the OSEA union president, the District shall provide the Union with a seniority list specifying names, hire dates and divided by classification group.

B. Classification Groups

Classification groups in this agreement shall mean those as listed in Appendix A. Within each classification, employees may not bump into jobs on a higher range. Classifications may be modified during the course of this agreement by mutual agreement of the Association Union and the District.

C. Basis for Reduction

In the event the Board, at its discretion, determines that a reduction in force is appropriate, regular classified employees upon thirty days written notification shall be laid off within district-wide classification groups on the basis of seniority and qualifications. In the event two or more employees working in the same classification group and having the same job description are judged by the District to be equally qualified, the employee with the greater seniority shall be retained.

D. Bumping

If an employee, who is notified of layoff, has previously served in another classification group and possesses greater District seniority than an employee in that classification group, the employee scheduled for layoff shall be permitted to bump the less senior employee, provided the employee remains qualified, according to the job description, for the position being bumped into.

E. Recall

Recall will be based on the same points as those enumerated in paragraph C. An employee who is laid off shall remain on the recall list for twenty-seven (27) months unless the employee:

1. Waives his/her recall rights verbally or in writing.
2. Fails to accept recall to a substantially equivalent position. (Substantially equivalent shall mean within 80% of the rate of pay and the same number of hours per day of the position previously held or the same rate of pay and at least 80% of the hours.

3. Fails to report for work within ten (10) business days of the time the notice was mailed by certified mail.

Any employee who has bumped into another position in accordance with paragraph D shall have the right to return to his/her original classification group in line with his/her seniority in that classification group so long as his/her documented qualifications meet the job description qualifications for the position.

F. Benefits

All earned benefits to which the employee was entitled at the time of layoff shall be restored to him/her upon his/her return to the District.

G. Insurance Coverage

The District shall extend coverage under its medical program provided for in Article 4, for the balance of the layoff to permanent and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first month following such layoff, and such coverage may be continued by the employee under the Comprehensive Omnibus Budget Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage if they are offered medical insurance by the new employer.

H. Hiring Restrictions

The District agrees that no new employees shall be hired for specific positions within the bargaining unit during the period of employee layoff so long as there is an employee laid off who had previously held that type of position.

I. Reduction of Hours

An employee who has had a reduction of hours equivalent to more than 20% over the course of the contract, shall have the right to be placed in a position that maintains their hours, as close as possible, to the same level of hours held prior to the reduction, provided that such a position exists. Such a placement may require bumping of a less senior employee.

Article 15 - Union Dues

Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues, fees, and/or assessments charged by the union. This authorization must be in writing and forwarded to the Human Resources Office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing.

The amounts deducted by the District shall be remitted, together with an itemized statement, to the Union by the first day of the month after such deductions are made.

The Union agrees that it will indemnify, defend, and hold the District harmless from all suits, actions, proceedings or claims against the District involving the application of this Article.

Article 16 - Strike and Work Stoppage

- A. In consideration of the terms of this agreement, neither the chapter nor the personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of this contract. The chapter and personnel will act in conformance with the provisions of the Oregon law governing strikes. In the event of a teacher's strike, there shall be no replacement of classified employees. Adjustments in work schedule or duties due to strike shall not be deemed a lockout. In consideration for which, employees will continue to report for work where scheduled or be deemed on strike in violation of this agreement.
- B. In the event that any employee or employees in the bargaining unit violates paragraph A above, the District shall serve notice to the Union and the employee or employees of the violation. Employees not returning promptly to work after notice may be disciplined which could result in dismissal following due process.
- C. The District agrees that the employees within the bargaining unit shall not be locked out from performing their duties with the District during the life of this Agreement. Adjustments in work schedules or duties due to a strike shall not be considered a lockout.

Article 17 - Separability

If any provision of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon request of either the Board or the Union the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

Article 18 - Funding

The parties recognize that all revenue needed to fund the compensation provided by this agreement must be approved by the established budget procedures and is dependent on revenue received from all sources.

All such compensation is, therefore, contingent upon sources of revenue sufficient to fund the economic provisions of this agreement. The District will not reduce the compensation specified in this Agreement because of budgetary limitations unless the compensation is renegotiated with the Union, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

Article 19 – Discipline, Dismissal, and Performance

A. Dismissal and Discipline

Employees will be made aware of all District policies and/or procedures that could cause an employee to suffer disciplinary action. No employee covered by this Agreement will be disciplined without due process. Prior to administering discipline, the District will conduct a full, fair and objective investigation, and will use the gathered information to determine if there is sufficient evidence to warrant discipline. Except in the case of egregious behavior, the District will utilize progressive discipline. All information forming the basis for disciplinary action, including video and/or audio evidence, will be made available to the employee and the Union. For the purpose of this Article, discipline will include verbal warnings, written warnings and reprimands placed in the employee's personnel file; suspension; demotion; and dismissal (including suspension, demotion, and dismissal for performance reasons). Prior to administering discipline, the District will determine if the employee's service record with the District mitigates the level of discipline to be administered.

In the event disciplinary action for dismissal, demotion, and suspension is taken by the District, the following steps will be implemented to afford the employee due process:

1. An employee being disciplined in accordance with these provisions will be notified in writing. The written notification will include notification that the employee is entitled to Union representation.

Should an employee be represented by legal counsel, District, Regional or State level Union personnel, the Assistant Superintendent of Human Capital Management will be notified prior to that meeting to offer the District the opportunity to determine whom they wish to have present to represent the District. Failure to so notify may result in the postponement or cancellation of the meeting.

2. In cases of misconduct a verbal conference will be held with the employee, the Union Representative if so requested by the employee, and the supervisor. At that conference, reasons which are regarded as cause for suspension or termination and specific examples of such will be given.
3. In cases of inadequate performance, the supervisor will inform the employee in writing of the performance concerns and how the desired improvement is to be achieved. In such cases, a minimum of five (5) workdays will be provided for improvement before proceeding to a written Plan of Assistance.

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- a. A written Plan of Assistance will be provided that:
 - (i) identifies the work deficiency;
 - (ii) establishes a sufficient time period for correcting the deficiency;
 - (iii) provides suggestions for improvement;
 - (iv) may include the use of Union or peer coaching;

- (v) provides, at a minimum, a mid-plan status check-in;
- (vi) cites District-provided resources and/or training and other assistance necessary to assist in the employee's performance improvement, if appropriate.

The Plan of Assistance will be delivered to the employee at a formal conference and will be signed in triplicate by both the immediate supervisor and employee.

b. Following the expiration of the corrective period, the supervisor, the employee and the Union representative (and other attendee(s) upon mutual prior agreement with the District), if the employee so chooses, will meet to discuss the employee's progress or lack thereof towards the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided nothing will preclude supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less-than-full improvement has been shown.

4. In accordance with ORS 332.544, any classified employee who has been demoted or dismissed is entitled to a hearing before the School Board if a written request is filed with the Board within fifteen (15) calendar days of the demotion or dismissal.

B. Administrative Leave

1. The employee may be suspended immediately with pay from employment with the District until the charges are investigated by the Assistant Superintendent of Human Capital Management, or their designee, and a decision is made to continue or to discontinue said employee's employment. If the employee is cleared of the charges, said employee will be reinstated without loss of pay or accrued benefits.
2. If the charges are upheld, the termination day will be the date that the Superintendent or their designee takes final action to terminate the individual's employment. If the District determines that the charges do not warrant termination, a less severe discipline measure may be taken.

Article 20 - Grievance Procedure/Contract Maintenance

A. Definitions

1. Grievance — A “grievance” is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement.
2. Aggrieved Person—An “aggrieved person” is the person or persons or the Union making the claim.
3. Party-in-Interest—A “party-in-interest” is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. Representation – A grievant shall be entitled to a Union representative at each stage of the grievance procedure. With prior agreement from the District, a grievant may include other attendees.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Union, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. The Union and District shall meet on an established, regular basis to review contractual concerns of the Union or the District. It shall be the responsibility of the Union to have initially investigated any concern brought to them as to its accuracy and to provide the District with all pertinent information.

C. Procedures

1. Time Limits:
Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the calendar for time limits shall not begin as long as the Union and District are discussing the matter. The time limits specified will begin after five (5) days written notification by either the Union or the District to the other party that discussions have ended.
2. Year-End Grievances:
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party-in-interest, the time limits set forth herein shall be reduced so that the grievance

procedures may be exhausted prior to the end of the school year or as soon thereafter as is mutually agreed upon.

3. Level One—Principal or Immediate Supervisor

- a. An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or with a Union representative, if requested, with the objective of resolving the matter informally.

Should an employee be represented by Union appointed legal counsel, district level, regional or state level Union personnel, the Executive Director of Human Resources shall be notified prior to that meeting to offer the District the opportunity to determine whom they wish to have present to represent the District. Failure to so notify may result in the postponement or cancellation of the meeting.

- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or immediate supervisor. If the employee does not submit his/her grievance to the principal or immediate supervisor in writing within twenty (20) work days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The aggrieved employee may be accompanied and represented by an individual of his/her choice when presenting the written grievance.

The principal or immediate supervisor shall reply in writing to the aggrieved employee within five (5) work days after receipt of the written grievance. The Union president shall receive a copy of the written response.

4. Level Two—Superintendent (Or Designee)

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance s/he may file the grievance in writing with the superintendent, with a copy to the Union within five (5) work days after the decision at Level One, or ten (10) work days after the grievance was presented, whichever is sooner.
- b. After five (5) work days, but within ten (10) work days after the superintendent receives the written grievance, s/he will meet with the aggrieved person and, if so desired, the Union representative selected by aggrieved in an effort to resolve it. A decision, in writing, will be forwarded to all parties within five (5) work days following the meeting.

5. Level Three—School Board

If the decision recommended by the superintendent does not resolve the problem, the employee has the right to appeal to the Board, through the superintendent's office, within five (5) work days of receipt of the superintendent's decision. The problem will be discussed informally at the next regularly scheduled Board meeting which occurs at least five (5) work days after the superintendent has received the employee's appeal, in an executive session of the Board, except where prohibited by Oregon State Statute, with the employee, his/her Union representative and the superintendent.

Within five (5) work days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) work days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

6. Level Four—Arbitration

Grievances not settled in Level Three of this grievance procedure may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made to the superintendent by the Union within ten (10) work days of receipt of his/her answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) work days of the appeal, request the Employment Relations Board (ERB) to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee, the Union, and the District. The arbitrator shall have no power to substitute his/her discretion for that of the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. Procedures shall follow ERB rules unless herein designated otherwise.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

Employee and Union — Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, and/or, at his/her option, a Union representative. Commencing at Level Two of the grievance procedure, the Union shall have the right to be present and to state its views.

E. Miscellaneous

1. Group Grievance—If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced to Level Two.

Prior to this, informal discussions must be held as per Article 20. B. 3.

This provision shall be utilized only when the allegations involve the same contractual provision and the same alleged violation.

2. Separate Grievance File—All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If the grievance is based upon information in the personnel file, such information will remain in the file unless found to be invalid by the grievance procedure.

F. Other Employee Concerns

All employee concerns outside the contractual definition shall be handled through the established complaint procedure as per District policy. The District and Union may agree to discuss such concerns informally and to resolve such issues. Beyond this, the terms of Article 20 shall not apply.

Article 21 – Transportation

A. Certification

Only bus drivers holding an Oregon School Bus Driver's Certificate (issued by the Oregon State Department of Education) may drive school buses as specified in ORS 485.010d and amended by ORS 485.030.

B. Average Hour Guidelines

Although the District is utilizing a time clock, the following guidelines will continue to be used to calculate average hours for all bus drivers.

1. AM start time is the leave time printed on the route sheet plus three (3) minutes to collect the bus keys and to prepare for the route, plus fifteen (15) minutes for the pre-trip.
2. AM end time is the time printed on the route sheet to drop at the last school plus two (2) minutes to unload, plus the predetermined travel time between the school and the bus lot, plus two (2) minutes to park, plus three (3) minutes to return the bus keys.
3. PM start time is two (2) minutes before the school's scheduled dismissal time plus three (3) minutes to collect the bus keys and to prepare for the route, plus five (5) minutes to conduct the pre-trip, plus three (3) minutes to leave the bus lot, plus the predetermined travel time between the school and the bus lot.
4. PM end time is the printed end time on the route sheet plus five (5) minutes for the post-trip plus three (3) minutes to return the bus keys.
5. Average AM/PM time for cover drivers will be determined by adding all AM/PM average hours determined for assigned route drivers (Article 21, Section B. 1 - 4) and dividing by the number of assigned route drivers.
6. Middays are determined the same as AM or PM. Pre-trip and post-trip time is not included.
7. Twenty (20) minutes is added to miscellaneous time for sweeping, fueling paperwork, and reviewing notes from the office.
8. If a route has fifteen (15) minutes or more layover time, then only five (5) minutes is added for reviewing notes.
9. Extended Day Opportunity (EDO) Route times begin at the end of the PM route and end at the time printed on the EDO route plus five (5) minutes post trip.
10. All shuttle routes and extra regularly scheduled work will be included in miscellaneous time.

11. Time for assignments less than five (5) days per week will be totaled and divided by five (5) to determine the daily average.
12. Extra time (covering midday, trip, meeting, etc.) will be tracked and submitted to a supervisor for approval and then sent to Time and Attendance Processor.
13. Drivers covering routes will track the actual time worked but need to be close to the average hours for the assignment unless the reason for additional time is noted.
14. An adjusted start or end time, other than the time printed on the route sheet, may be approved by a supervisor if it is determined that the routing program is unable to provide an accurate time.

C. Overtime

The District will pay overtime at one and one-half (1-1/2) times the regular rate when bus drivers work more than twelve (12) hours a day or if forty (40) hours have been worked within the workweek. The workweek will commence on Sunday at 12:01 a.m..

Drivers who have an additional job at Reynolds School District in a different department and thus do not have the flexibility of modifying their work schedule, will have trip assignments made in a manner that minimizes overtime.

To keep overtime hours at a minimum, drivers who work solely in the Transportation Department will relinquish part of their regular schedule to take trips

D. Assignment Guidelines

The following will be considered as guidelines for driving assignments in the Transportation Department:

1. Route Definitions:

- a. Regular Bus Routes are defined as all bus routes necessary to transport students from home to school and school to home at established school bell times.
- b. Midday Routes are defined as routes occurring between starting and ending school bell times and not specifically connected to a Regular Bus Route.
- c. Extended Day Opportunity (EDO) Routes are defined as evening bus routes necessary to transport students from school to home later than the established ending school bell times.
- d. Shuttle Routes are defined as routes transporting students between school sites or to an alternative site other than home.

2. Routine Route Assignments

Route assignments will first be determined by a District review of assignment need. If no specific District need is identified, then the route award will be based on seniority.

When assigning EDO and Shuttle Routes, the Supervisor will consider, in no particular order, seniority, student need, impact on other driving assignments, and average hours. An attempt to balance assignments among all drivers will be made.

- a. Routes will be considered “vacant” when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on an approved leave), or if there is a change to all routes due to boundary or bell time changes.
- b. Newly created” routes will be considered “vacant.”
- c. Vacant routes will be posted for five (5) workdays unless student needs warrant fewer days.
- d. All drivers who worked a Midday Route the previous school year will be given preference for Midday Route assignments.
- e. Drivers having one (1) hour or less between routes or between routes and trips will be in “paid” status if they remain available for duty. If a driver is on the clock continuously for 4.75 hours and has thirty (30) minutes of uninterrupted time, thirty (30) minutes will be deducted for lunch. Layover time exceeding one (1) hour will be considered “out of service” and thus unpaid. This standard applies to the regular/customary workday.
- f. After Transportation Department needs are met (creating all routes with a minimum of four (4) hours), remaining EDO and Shuttle Routes that can be added on to the Regular Routes will be posted. EDO and Shuttle Routes will be awarded by seniority providing the additional route does not add more time than the assignment due to paid layover time. If a Regular Route is posted that includes an EDO or Shuttle Route, the EDO or Shuttle Route will be posted separately, unless the removal of the EDO or Shuttle Route drops the route below four (4) hours. In that case the EDO or Shuttle Route will remain with that route or be awarded to the most-senior driver with an assigned route below four (4) hours and who would gain benefits with the addition of the EDO or Shuttle Route. The EDO or Shuttle Route must fit with the primary route without adding more time than the assignment due to paid layover time.

3. Extra Driving Assignments

Extra Trips are defined as athletic trips or field trips which are requested by the schools specifying specific dates.

Cover Routes are defined as an unassigned route or a route in which the assigned driver is unable to drive.

4. Extra Trip and Cover Route Assignments

- a. All regular drivers will be given the opportunity to sign up for Extra Trips or Cover Routes with the understanding that drivers not on the sign-up list may be required to accept such assignments based on District needs.
- b. Drivers who sign up for trips must be available for all extra trips beyond their regularly assigned routes.
- c. A driver may not select specific dates or situations when they are willing to cover trips.
- d. Extra driving assignments to Midday Route drivers will normally be limited to evenings and weekends; however, the District will make exceptions as appropriate.
- e. A driver may give preferences for refusing certain trips or certain days, but District needs (e.g., the unavailability of other drivers) may take precedence.
- f. The average hours a driver works per week will be taken into consideration when making assignments. Hours will be distributed based on District need(s), driver training/ability, student safety, availability of drivers, and the impact on other driving assignments. There will be an attempt made to balance the distribution of extra assignments.
- g. A bus driver will be paid a minimum of two (2) hours at the regular hourly rate (except as provided in Article 8., Section K) for all trips not attached to a normal workday.
- h. Drivers who report for a scheduled trip which had been canceled without notification to the driver will be entitled to the scheduled trip time up to two (2) hours' pay at their regular hourly rate. Trips referenced in Article 21, Section D., Subsection 4.g., will receive a minimum of two (2) hours' pay.

5. Calendar for Trips

An Extra Trip calendar will be provided and will be utilized by the trip drivers. Drivers may use the calendar to request temporary removal from trip assignments for a particular day or time.

To ensure equity for employees' access to trip assignments, any employee who fails to request temporary removal from trip assignments with a minimum of seven (7) working days of the trip date may be subject to temporary removal from trip assignments for the following seven days.

E. **Summer Routes**

1. All drivers will be given the opportunity to apply for Summer Routes. All drivers interested in driving Summer Routes will notify the Transportation Supervisor in writing by May 15.

2. A driver must be able to drive their regular assigned Summer Route from the start date to the end date unless time off has been approved by the Transportation Supervisor.
3. Summer Route drivers will be selected based ~~first~~ on a District review of assignment needs. If no specific District need is identified, the selection will be based on seniority.

F. Overnight Trip Pay

1. Drivers will be paid a minimum of 8 hours per day for any Overnight Trips
2. Paid work time for such trips includes:
 - a. Bus pre-trip inspection;
 - b. Driving time to and from the location destination; additional time will be paid for:
 - (i) Continual shuttles throughout the day when the driver does not have down time
 - (ii) Driving time shuttling students between the event location and restaurants or lodging locations
 - (iii) Shuttling students to different areas ~~at~~ within the destination site
 - (iv) The time driver must remain at the student event location due to an undetermined end time
 - (v) Driving to tournament competitions where the schedule is determined by wins or losses
3. Drivers report to the Transportation Administrator the actual time spent driving beyond eight (8) hours to determine how extra time will be paid. All overtime hours will be paid as outlined in Article 8 - Salary.

- G. The District will reimburse mechanics for the cost of steel-toed work boots up to \$250 annually. Boot selection will align with OSHA approved footwear.

Article 22 - Meetings and Conventions

- A. The Union shall be allowed to send its President at his/her regular rate of pay to attend the annual OSEA Conference (for a total of two {2} days) upon presentation of proper application and approval by the superintendent.
- B. The Union will be allowed to send the Executive Board members to attend the OSEA Conference up to one day at their regular rate of pay should the conference fall on one of their regularly scheduled work days.
- C. The Union shall be allowed two (2) days per year without pay to be used by the employee group for attendance at the Union's state conference. Such absence shall be granted upon proper application and approval by the superintendent.
- D. When a Union officer is required to miss work in order to attend regularly scheduled union meetings, the Union will work with the District to arrange schedules and make-up time for the Union officer requesting the absence, in advance of the meeting. The Union will reimburse the District for the cost of a substitute, if required.

Article 23 - Workshops/Courses

- A. Classified employees may be required by the District to attend training schools, workshops, or courses of instruction. When such attendance is required, the Board will pay mileage expense and/or fees and salary resulting from attendance at such schools.
- B. The Board also agrees to pay the tuition cost or fee for classes and/or District-approved workshops taken by employees to improve job efficiency, extend job capabilities for positions within the same job category (e.g., food services, custodial/maintenance, etc.) or pursue opportunities for other positions within the district.

An employee shall be eligible for a reimbursement equivalent to six (6) hours per year at the current Fall Portland State University graduate rate. Should the tuition amount for licensed teachers be increased during the term of this agreement, the amount shall be increased at a like amount on a prorated yearly basis. Payment for courses will be made on a reimbursement basis unless otherwise arranged with the District. If the employee does not receive a passing grade (C) for the course, does not complete the course, or leaves the District's employment before course completion, the District shall not be responsible for payment and may recoup any advanced fees through payroll deduction or other means.

- C. Food Service employees shall be reimbursed in accordance with paragraph A of this article for all required classes or workshops relating to the attainment of a Food Handler's Certificate.
- D. The District shall provide each classification a minimum of one (1) day of in-service training per year, or allow attendance at available outside workshops. This requirement shall be subject to the availability of such training or workshop.

E. Tuition Credit

For each accumulation of twenty (20) credit hours of approved college/university credit or approved workshop hours (ten [10] seat hours equivalent to one credit hour), an employee shall receive a one (1)-time bonus of \$500.

- F. Benefits under this article shall be prorated for employees who are less than 1.0 FTE.

Article 24 - Job Openings

A. Notification

When a vacancy or newly created position occurs within the bargaining unit, an employee who is part of the bargaining unit may bid for the open position by making written application to the Human Resources office. The District shall make the vacancy known to all classified employees by posting a notice of said vacancy at the District office, on the District web site and on the District Jobs Listserv via the OSEA chapter president for a period of not less than five (5) working days. Such notice shall include a listing of the minimum qualifications required for the position.

B. Appointment

When an opening occurs, the District will:

1. Interview all qualified in-district applicants unless an in-district candidate has previously been interviewed by the same supervisor for the same position in the previous twelve (12) months. The supervisor may agree to interview the applicant again within the twelve (12) month period. Qualified applicants will include employees who may have skills, either newly acquired or from previous experience, matching the skills required for the new position. The employee, upon notifying Human Resources, will be given the opportunity to outline those skills.
2. No vacant position will be posted for hours less than previously assigned without review by the Union and the District.
3. Award the position to the candidate who is determined by the District to best meet the qualifications as per the job description of the open position. In the event two (2) or more current employees are equally qualified, the position shall be awarded to the employee with the greatest seniority.
4. In the event an employee is not selected and wishes to know the reasons, a meeting will be scheduled with the supervisor to discuss the reasons for not being considered.
5. At the employee's request, a meeting may be held with the Executive Director of Human Resources to explain, if possible, needed training, interviewing techniques, etc.

C. Probation for New Appointments

The ability of the employee to perform the duties of the new position shall be determined by the employee's performance in the new position for a duration of thirty (30) working days. Following the conclusion of thirty (30) working days, if, in the opinion of the employee and/or the employee's supervisor, the employee is not performing the duties of the position at a satisfactory level, the employee will be returned to their previously held position with the district.

D. New Employee Probationary Period

Employees new to the District shall serve a probationary period of one hundred twenty (120) work days from the date of hire, during which the procedures required by Article 19 will not apply.

E. Summer Vacancies

In the event vacancies occur during the summer, the following shall apply:

1. From June 16 through August 30, notices of the vacancies shall be posted in the central office, and on the District web site.
2. Any less-than-twelve (12)-month employee interested in applying for a position which may be posted from June 16 through August 30, may file a written request by June 1 to be notified of such vacancies. The District will send copies of postings to employees who have expressed such an interest.

F. Summer Job Openings

All employees will be given the opportunity to apply for summer positions and, if interested, will notify Human Resources by April 1, in writing. For transportation personnel, summer routes will be covered by Article 21.

G. Union Copies

The District shall furnish the president of the Union with copies of all job postings via the Jobs Listserv. When the position is filled, the president shall receive a list of all in-district applicants and notice of who was selected for the position. All in-district applicants for a position shall be notified of the final decision.

H. PERS Retirees

The District may elect, in accordance with District procedures and PERS guidelines, to hire employees who have retired with PERS but are still eligible to work in public employment. Employees who are retired with PERS shall have the privileges and benefits of membership with the following exceptions. PERS retirees hired by the District shall not retain seniority status or layoff and recall rights, although they will not be required to complete an additional probationary period. In addition, they will not be eligible to bid on newly created or vacant positions. Separation from the District due to retirement constitutes a break in service, and the employee's seniority will revert to zero. A retiree hired in a temporary position identical to the one held at time of retirement for a period in excess of twelve weeks will be paid the rate of pay in effect at the time of retirement.

Article 25 – Non-Discrimination

The Union shall represent all classified employees in the school district within the bargaining unit equally and without discrimination.

The District will follow all applicable District policies, including GBA – Equal Employment Opportunity and GBNA/GBNA-AR – Hazing/Harassment/Intimidation/Bullying/Menacing Staff, as well as federal and state law in providing a work environment free of bullying/harassment and discrimination, including discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, veterans' status, genetic information and disability.

Article 26 – Workplace and Environmental Safety

The District and the Union mutually agree to work together to promote a safe and healthy work environment. The District will comply with state and federal laws and regulations pertaining to workplace and equipment safety, including OAR 839-004-0001 through 839-004-002.

A. Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions to perform tasks which endanger their health, safety, or wellbeing as provided for under Oregon law. Any unsafe or hazardous conditions will be reported to the immediate supervisor. The supervisor will:

1. Assign the employee to another work place OR
 2. Allow the employee to leave work OR
 3. Judge the workplace to be safe and require the employee to return to work.
- If an employee is allowed to leave work due to unsafe or hazardous conditions, it will be with no loss of pay. No employee shall be disciplined for making such a report to his/her supervisor.

B. Act of Violence Causing Serious Employee Injury

After an event where an employee suffers a serious injury due to attack, assault, or overt physical act of violence, the employee shall not be required to work with the individual who caused the injury until such time as the employee and the building administrator/program director or supervisor have met and conferred. The employee may have union representation with them at the meeting.

C. Safety Committee

There shall be a separate Safety Committee designated for each location in the district as well as a District Safety Committee. All Safety Committees shall have at least two classified employee representatives as members.

D. Safety Violations

An employee who believes there is an unsafe or hazardous working condition, shall first report the matter to his or her supervisor and the Building Safety Committee. If the matter remains unresolved with the supervisor and the Safety Committee, then any allegation that the District has violated the provisions in this article must be made to the appropriate state agency and may not be processed through the contractual grievance procedure.

E. District Behavior Response Committee

The Union shall have equal representation on the District Behavior Response Committee. The committee meets monthly during the school year, reviews the District's student discipline procedures, recommends changes that it feels would be in the best interest of the District, and provides quarterly reports to the School Board.

Appendix A: Classifications

<p>Secretarial/Clerical</p> <p>School</p> <p>Assistant Records Secretary IIA</p> <p>Assistant Secretary — HS IIC</p> <p>Assistant Secretary Elementary/MS IIA</p> <p>Athletic Secretary IIC</p> <p>Attendance Secretary - HS IIC</p> <p>Clerk IC</p> <p>Counseling Secretary IIB</p> <p>High School Bookkeeper IIIA</p> <p>Lead School Secretary IIIA</p> <p>Receptionist — School IC</p> <p>Registrar — High School IIC</p> <p>Specialized/Department</p> <p>Community Resources Secretary IIIA</p> <p>Curriculum Secretary IIIA</p> <p>ELL Secretary IIIA/IIIB</p> <p>Facilities Secretary IIC</p> <p>Facilities Support Specialist IIIA</p> <p>Federal Programs Secretary IIIA/IIIB</p> <p>Media Department Secretary IIIA/IIIB</p> <p>Media Department Assistant Secretary IIA</p> <p>Nutrition Services Secretary IIIA/IIIB</p> <p>Nutrition Services Assistant Secretary IIA</p> <p>Clerk IC</p> <p>Operations Secretary IIIA</p> <p>Receptionist — District IIC</p> <p>Student Services Secretary IIIA/IIIB</p> <p>Transportation Assistant Secretary IIA</p> <p>Transportation Secretary IIIA</p> <p>Business Services:</p> <p>Accounts Payable Technician IIIB</p> <p>Business Services Assistant IIC</p> <p>Business Services Secretary IIIA</p> <p>General Ledger Technician IIC</p> <p>Payroll Technician IIIB</p> <p>Procurement & Accounting Specialist IIIB</p> <p>Custodial:</p> <p>Custodian IC</p> <p>Custodian Night Lead, Elem IIA</p> <p>Custodian Night Lead MS/HS IIB</p> <p>Custodian Elem/MS/HS Lead IIIA</p> <p>Nutrition Services</p> <p>Assistant Manager, MS IC</p> <p>Assistant Manager, HS IIA</p> <p>Cook IB</p> <p>Manager, Elem IIB</p> <p>Manager, MS IIB</p> <p>Manager, HS IIC</p> <p>Warehouse/Driver IIB</p> <p>Warehouse</p> <p>Warehouse Worker I IIA</p> <p>Warehouse Worker II IIIB</p> <p>Delivery Driver IIA</p>	<p>Instruction</p> <p>Library/Media Assistant IIA</p> <p>SAS Instructional Assistant IB</p> <p>ELL Department Liaison IIC</p> <p>Educational Assistant IIA</p> <p>Skills Trainer IIB</p> <p>Transition Specialist IIC</p> <p>Language Services Coordinator IIIC</p> <p>Day Care</p> <p>Day Care Aide IA</p> <p>Day Care Worker (For Head Start Effective 8/2016) IIA</p> <p>Day Care Lead (For Head Start Effective 8/2016) IIIA</p> <p>Preschool Assistant IB</p> <p>Skills/Trades</p> <p>MYC Crew Leader IIC</p> <p>MYC Program Coordinator IIIC</p> <p>Trades Crew Leader IIC</p> <p>Auto/Metal Assistant IB</p> <p>Maintenance</p> <p>Maintenance Worker — General IIC</p> <p>Maintenance Worker — Skilled IIIC</p> <p>Maintenance Worker — Lead IIIA</p> <p>Painter IIIA</p> <p>Grounds</p> <p>Groundskeeper — I IIC</p> <p>Groundskeeper Lead IIIA</p> <p>Student Management</p> <p>Breakfast Assistant IA</p> <p>Campus Monitor IIB</p> <p>Crossing Guard IB</p> <p>ISS Monitor IIA</p> <p>Noon Assistant IA</p> <p>Health and Safety Assistant IB</p> <p>Transportation</p> <p>Mechanic I MI/Bus Driver</p> <p>Mechanic II MII</p> <p>Mechanic III MIII</p> <p>School Bus Assistant IC</p> <p>School Bus Driver MI/Bus Driver</p> <p>School Bus Trainer MI/Bus Driver</p> <p>Dispatch Receptionist IIC</p> <p>Dispatcher IIIA</p> <p>Routing/Technology Lead IIIC</p> <p>Routing Specialist IIIA</p> <p>Training and Safety Lead IIIC</p> <p>Transportation Time & Attendance Processor IIIA</p>
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<p>Technology</p> <p>Digital Imaging Technician..... IIIA</p> <p>Student Information System Support Specialist..... IIIA</p> <p>Technical/Computer SpecialistIIIC</p> <p>Technical Computer Specialist II IIIC+ \$4 Per Hour</p>	<p>Other Positions (No Bumping to Other Positions Within This Group):</p> <p>Aquatic Assistant..... IIB</p> <p>Aquatic Director..... IIC</p> <p>Assistive Technology Assistant..... IIA</p> <p>Assistive Technology Technician IIIC</p> <p>Certified Occupational Therapy Assistant..... IIIC</p> <p>Certified Speech Language Pathologist Assistant IIIC</p> <p>Licensed Physical Therapy Assistant IIIC</p> <p>Communications Department Liaison IIC</p> <p>Communications Technician IIIC</p> <p>District Courier..... IIIA</p> <p>Coordinator of Career & Post Secondary Prep IIIA</p> <p>College and Career Center Coordinator..... IIIC</p> <p>CTE Internship Coordinator IIIC</p> <p>Fine and Performing Arts Center Coordinator IIIC</p> <p>High School Student Engagement Coordinator IIIC</p> <p>Testing Coordinator IIIC</p> <p>Student Services/Federal Programs Bookkeeper IIIB</p> <p>HVAC DDC Controls and Low-Voltage Lead Technician IIIC</p>
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Appendix B
Reynolds School District
2021 - 2022 Classified Salary
Schedule

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I/ BUS DRIVER	MECH II	MECH III
10	19.93	20.94	22.54	23.07	23.89	25.86	26.31	27.53	30.42	27.66	31.15	34.16
9	19.16	20.14	21.67	22.18	22.97	24.88	25.30	26.46	29.25	26.61	29.96	32.84
8	18.42	19.36	20.84	21.33	22.09	23.93	24.33	25.44	28.13	25.58	28.80	31.58
7	17.71	18.62	20.03	20.51	21.24	23.01	23.39	24.46	27.04	24.60	27.70	30.37
6	17.03	17.90	19.26	19.72	20.42	22.12	22.49	23.52	26.00	23.65	26.63	29.20
5	16.38	17.21	18.52	18.97	19.64	21.27	21.62	22.61	25.00	22.74	25.61	28.07
4	15.75	16.55	17.80	18.23	18.88	20.45	20.79	21.74	24.04	21.87	24.63	26.99
3	15.14	15.91	17.12	17.53	18.16	19.67	19.99	20.91	23.11	21.03	23.68	25.95
2	14.56	15.30	16.46	16.86	17.46	18.91	19.23	20.10	22.22	20.22	22.77	24.95
1	*14.00	14.71	15.83	16.21	16.79	18.18	18.48	19.33	21.36	19.44	21.89	23.98

*2021-22 salary schedule includes an adjustment to IA column. IA Step 1 increased to match new minimum wage of \$14.00 per hour and IA Step 2 – 10 were calculated at 4% above the previous step.
A 3.25% COLA increase is applied to IB – Mech III columns over 2020-21 rates.

Reynolds School District
2022 - 2023 Classified Salary
Schedule

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I/ BUS DRIVER	MECH II	MECH III
10	20.99	21.62	23.27	23.82	24.67	26.72	27.17	28.42	31.41	28.57	32.17	35.27
9	20.19	20.79	22.37	22.91	23.72	25.69	26.12	27.32	30.20	27.47	30.93	33.91
8	19.41	19.99	21.51	22.02	22.81	24.70	25.12	26.27	29.04	26.42	29.74	32.61
32	18.66	19.22	20.68	21.18	21.93	23.75	24.15	25.25	27.92	25.40	28.60	31.36
6	17.95	18.48	19.89	20.36	21.09	22.84	23.33	24.28	26.85	24.42	27.50	30.15
5	17.26	17.77	19.12	19.59	20.28	21.96	22.32	23.35	25.81	23.48	26.44	28.98
4	16.59	17.09	18.38	18.83	19.50	21.12	21.47	22.45	24.82	22.58	25.43	27.87
3	15.95	16.43	17.68	18.10	18.75	20.31	20.64	21.59	23.86	21.71	24.45	26.79
2	15.34	15.80	17.00	17.41	18.03	19.52	19.85	20.75	22.94	20.88	23.51	25.76
1	**14.75	15.19	16.34	16.74	17.33	18.77	19.08	19.96	22.06	20.07	22.60	24.76

**2022-23 salary schedule includes an adjustment to IA column. IA Step 1 increases to match new minimum wage of \$14.75 per hour and IA Step 2 – 10 were calculated at 4% above the previous step.
A 3.25% COLA increase is applied to IB – Mech III columns over 2021-22 rates.

Reynolds School District
2023 - 2024 Classified Salary
Schedule

Step	Level I			Level II			Level III			Mechanic		
	A	B	C	A	B	C	A	B	C	MECH I/ BUS DRIVER	MECH II	MECH III
10	21.52	22.16	23.85	24.42	25.29	27.39	27.85	29.13	32.20	29.29	32.97	36.15
9	20.69	21.31	22.93	23.48	24.31	26.33	26.77	28.00	30.96	28.16	31.70	34.76
8	19.90	20.49	22.06	22.58	23.38	25.32	25.75	26.93	29.77	27.08	30.48	33.43
7	19.13	19.71	21.20	21.71	22.48	24.35	24.75	25.88	28.62	26.03	29.31	32.14
6	18.39	18.94	20.39	20.87	21.61	23.41	23.80	24.89	27.52	25.03	28.19	30.90
5	17.69	18.22	19.60	20.08	20.79	22.51	22.88	23.93	26.46	24.07	27.10	29.70
4	17.01	17.52	18.84	19.30	19.98	21.65	22.00	23.01	25.44	23.14	26.07	28.57
3	16.35	16.84	18.12	18.56	19.22	20.81	21.16	22.13	24.46	22.25	25.06	27.46
2	15.72	16.20	17.42	17.85	18.48	20.01	20.35	21.27	23.51	21.40	24.10	26.40
1	**15.12	15.57	16.75	17.16	17.77	19.24	19.56	20.46	22.61	20.58	23.17	25.38

25% COLA increase is applied over 2022-23 rates.
***If IA Step 1 falls below minimum wage on July 1, 2023, then IA Step 1 will be set to new minimum wage and IA Steps 2 – 10 will be calculated at 4% above previous step.

Longevity 30 = +\$.50 added to your current hourly rate (longevity steps are cumulative). Total = \$1.75
Longevity 25 = +\$.35 added to your current hourly rate (longevity steps are cumulative). Total = \$1.25
Longevity 20 = +\$.55 added to your current hourly rate (longevity steps are cumulative). Total = \$0.90
Longevity 15 = +\$.35 added to your current hourly rate (longevity steps are cumulative). Total = \$0.35

Appendix C – Salary Schedule Quick Reference Reynolds School District
2021 - 2024 Classified Salary Schedules

2021-2022 COLA: 3.25% 2022-2023 COLA: 3.25% 2023-2024 COLA: 2.5%

4% Increase Between Steps Maintained

Steps	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024
	1A	1A	1A	1A	1B	1B	1B	1B	1C	1C	1C	1C
10	18.86	19.93	20.99	21.52	20.28	20.94	21.62	22.16	21.83	22.54	23.27	23.85
9	18.13	19.16	20.19	20.69	19.50	20.14	20.79	21.31	20.99	21.67	22.37	22.93
8	17.43	18.42	19.41	19.90	18.75	19.36	19.99	20.49	20.18	20.84	21.51	22.06
7	16.76	17.71	18.66	19.13	18.03	18.62	19.22	19.71	19.40	20.03	20.68	21.20
6	16.12	17.03	17.95	18.39	17.34	17.90	18.48	18.94	18.65	19.26	19.89	20.39
5	15.50	16.38	17.26	17.69	16.67	17.21	17.77	18.22	17.93	18.52	19.12	19.60
4	14.90	15.75	16.59	17.01	16.03	16.55	17.09	17.52	17.24	17.80	18.38	18.84
3	14.33	15.14	15.95	16.35	15.41	15.91	16.43	16.84	16.58	17.12	17.68	18.12
2	13.78	14.56	15.34	15.72	14.82	15.30	15.80	16.20	15.94	16.46	17.00	17.42
1	13.25	*14.00	**14.75	***15.12	14.25	14.71	15.19	15.57	15.33	15.83	16.34	16.75

Steps	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024
	2A	2A	2A	2A	2B	2B	2B	2B	2C	2C	2C	2C
10	22.34	23.07	23.82	24.42	23.14	23.89	24.67	25.29	25.05	25.86	26.72	27.39
9	21.48	22.18	22.91	23.48	22.25	22.97	23.72	24.31	24.09	24.88	25.69	26.33
8	20.65	21.33	22.02	22.58	21.39	22.09	22.81	23.38	23.16	23.93	24.70	25.32
7	19.86	20.51	21.18	21.71	20.57	21.24	21.93	22.48	22.27	23.01	23.75	24.35
6	19.10	19.72	20.36	20.87	19.78	20.42	21.09	21.61	21.41	22.12	22.84	23.41
5	18.37	18.97	19.59	20.08	19.02	19.64	20.28	20.79	20.59	21.27	21.96	22.51
4	17.66	18.23	18.83	19.30	18.29	18.88	19.50	19.98	19.80	20.45	21.12	21.65
3	16.98	17.53	18.10	18.56	17.59	18.16	18.75	19.22	19.04	19.67	20.31	20.81
2	16.33	16.86	17.41	17.85	16.91	17.46	18.03	18.48	18.31	18.91	19.52	20.01
1	15.70	16.21	16.74	17.16	16.26	16.79	17.33	17.77	17.61	18.18	18.77	19.24

Steps	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024
	3A	3A	3A	3A	3B	3B	3B	3B	3C	3C	3C	3C
10	25.48	26.31	27.17	27.85	26.66	27.53	28.42	29.13	29.46	30.42	31.41	32.20
9	24.50	25.30	26.12	26.77	25.63	26.46	27.32	28.00	28.33	29.25	30.20	30.96
8	23.56	24.33	25.12	25.75	24.64	25.44	26.27	26.93	27.24	28.13	29.04	29.77
7	22.65	23.39	24.15	24.75	23.69	24.46	25.25	25.88	26.19	27.04	27.92	28.62
6	21.78	22.49	23.22	23.80	22.78	23.52	24.28	24.89	25.18	26.00	26.85	27.52
5	20.94	21.62	22.32	22.88	21.90	22.61	23.35	23.93	24.21	25.00	25.81	26.46
4	20.13	20.79	21.47	22.00	21.06	21.74	22.45	23.01	23.28	24.04	24.82	25.44
3	19.36	19.99	20.64	21.16	20.25	20.91	21.59	22.13	22.38	23.11	23.86	24.46
2	18.62	19.23	19.85	20.35	19.47	20.10	20.75	21.27	21.52	22.22	22.94	23.51
1	17.90	18.48	19.08	19.56	18.72	19.33	19.96	20.46	20.69	21.36	22.06	22.61

Steps	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024	2020-2021	2021-2022	2022-2023	2023-2024
	M1	M1	M1	M1	M2	M2	M2	M2	M3	M3	M3	M3
10	26.79	27.66	28.57	29.29	30.17	31.15	32.17	32.97	33.08	34.16	35.27	36.15
9	25.76	26.61	27.47	28.16	29.01	29.96	30.93	31.70	31.81	32.84	33.91	34.76
8	24.77	25.58	26.42	27.08	27.89	28.80	29.74	30.48	30.59	31.58	32.61	33.43
7	23.82	24.60	25.40	26.03	26.82	27.70	28.60	29.31	29.41	30.37	31.36	32.14
6	22.90	23.65	24.42	25.03	25.79	26.63	27.50	28.19	28.28	29.20	30.15	30.90
5	22.02	22.74	23.48	24.07	24.80	25.61	26.44	27.10	27.19	28.07	28.98	29.70
4	21.17	21.87	22.58	23.14	23.85	24.63	25.43	26.07	26.14	26.99	27.87	28.57
3	20.36	21.03	21.71	22.25	22.93	23.68	24.45	25.06	25.13	25.95	26.79	27.46
2	19.58	20.22	20.88	21.40	22.05	22.77	23.51	24.10	24.16	24.95	25.76	26.40
1	18.83	19.44	20.07	20.58	21.20	21.89	22.60	23.17	23.22	23.98	24.76	25.38

Longevity pay to be added per Article 8(B)

* 2021-2022 Step 1 increased for new Minimum Wage.

** 2022--2023 Step 1 increased for new Minimum Wage

*** 2023-2024 Salary was calculated by adding the COLA (2.5%) to the 2022-23 salary for each step. If Step 1 falls below minimum wage

in July 2023, Step 1 will be set to new minimum wage and steps 2-10 will be calculated at 4% above the previous step.

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To: Board of Directors

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

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

Subject: Intergovernmental Agreement with City of Troutdale for Access to Columbia Park/Imagination Station Security Cameras

Policy: [Video Surveillance ECAC – AR, Student Discipline – JG](#)

Date: October 27, 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 City of Troutdale will share access to its data-connected camera system in Columbia Park/Imagination Station by providing login information for remote access viewing to the School Management Team (SMT) staff at Reynolds High School. The city’s cameras capture certain views of the physical plant and the ingress and egress of students from Reynolds High School.

Please refer to the following attachment(s): Attachment A City of Troutdale/Reynolds School District Security Camera Access Intergovernmental Agreement

Previous Board Action:

Not Applicable

Background:

Reynolds High School students are not allowed to go to Columbia Park/Imagination Station during school hours. However, from time to time, students do skip classes and to go to the park. Some students have engaged in physical fighting and other potential criminal activity such

as “tagging” city property. Additionally, community members with young children at Imagination Station have lodged complaints about high school students and their behavior while at the park.

The City of Troutdale has offered to share access to these cameras in order to support the safety and security efforts of Reynolds High School. This agreement is mutually beneficial as district staff monitoring the video feed will also be able to notify the city of incidents requiring the city’s response.

Financial Implications:

There is no cost to the district associated with this agreement.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends that the Board authorize the execution of City of Troutdale/Reynolds School District Security Camera Access Intergovernmental Agreement.

Motion Motion Made by Board Member

- a. I move the Board authorize the execution of City of Troutdale/Reynolds School District Security Camera Access Intergovernmental Agreement.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

CITY OF TROUTDALE/REYNOLDS SCHOOL DISTRICT

SECURITY CAMERA ACCESS

INTERGOVERNMENTAL AGREEMENT

THIS Intergovernmental Agreement (IGA) is made and entered into by and between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, herein referred to as “Troutdale”, and the REYNOLDS SCHOOL DISTRICT #7, a school district corporation of the State of Oregon, herein referred to as “Reynolds”.

WITNESSETH:

WHEREAS, Troutdale, has a data network connected camera system established in Columbia Park/Imagination Station, due west and adjacent to Reynolds High School; and

WHEREAS, Troutdale has a wireless internet system in place to enable the camera system and allow for remote access via the internet to the cameras; and

WHEREAS, Reynolds has an interest in viewing the feed from the cameras as part of its ongoing efforts to provide security for its students and the physical plant; and

WHEREAS, Troutdale’s camera system provides certain views of the physical plant and the ingress and egress of students from Reynolds High School; and

WHEREAS, Troutdale and Reynolds are authorized by ORS 190.003-190.110 and other pertinent statutes to enter into Intergovernmental Agreements for the performance of the functions and activities herein indicated.

NOW, THEREFORE, IT IS AGREED:

That Troutdale will provide Reynolds access to its security camera feed at Columbia Park/Imagination Station under the following terms and conditions:

1. Duties and Responsibilities of Troutdale

- a. Troutdale shall provide Reynolds access to the security camera feeds of its cameras located in Columbia Park/Imagination Station. The limited access is being provided at no cost to Reynolds, simply a gratuitous gesture of goodwill to Reynolds.
- b. Troutdale shall have sole authority and responsibility for determining locations, views and equipment/software of the security camera system. Troutdale is solely responsible to maintain the system. However, no liability exists for Troutdale, and no cause of action exists for Reynolds, should Troutdale not maintain the system, or if there is any loss or defect in the video feed which is provided to Reynolds.
- c. Troutdale shall provide Reynolds access credentials for one user to Reynolds. Troutdale may provide up to 2 more access credentials, but Reynolds shall pay any cost associated therewith.

2. Duties and Responsibilities of Reynolds:

- a. Reynolds shall only use the access to the security camera system for its own internal security needs.
- b. Reynolds shall not disclose any information, video feed, still shots or any form of an image derived from this security camera feed to any third parties without prior written authorization from Troutdale; unless otherwise required by a lawfully issued subpoena or Court Order, state or federal law, or an oral or written request of the Multnomah County Sheriff's Office (MCSO).
- c. Reynolds agrees to take all reasonable measures to safeguard any and all information relating to the security camera systems, including but not limited to Rhombus software, log in codes, access to devices used to monitor the camera system, saved data from the feeds, and any location where information derived from the camera system is stored, from any persons not a Reynold's employee authorized to view, retrieve, or store the data. MCSO and Troutdale excepted.
- d. Troutdale shall be allowed to administer the camera system and its software, and shall issue to Reynolds the necessary log in screen names and passwords. Reynolds shall not allow any screen names and passwords not previously approved and known by Troutdale.
- e. Any failure of this duty to maintain and protect the confidentiality of the information described in this agreement, including the unauthorized release of information to third parties could result in the loss of privileges and the termination of this agreement by Troutdale. Reynolds further recognizes that it has a duty to report any such failure to protect access, images and software to Troutdale immediately upon recognition of that failure to protect.
- f. Reynolds agrees not to utilize any "facial recognition" type software in conjunction with the video feed from Troutdale camera, except by written authorization from Troutdale. This clause does not prohibit law enforcement from using such software with Troutdale's video feed, whether obtained from Reynolds or Troutdale.

3. This agreement shall have an effective date of October 1, 2021 and continue indefinitely. Either party, upon 30 days' written notice to the other, may terminate this Agreement. Except that any breach of this agreement by Reynolds shall allow Troutdale to terminate access immediately, in its sole discretion.

4. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Troutdale and Reynolds shall defend, hold harmless and indemnify the other against liability for damage to life or property arising from the other party's negligent or intentional activity under this agreement or the data derived from the camera system, including but not limited to settlement, judgments, costs and attorney's fees.

5. Reynolds and Troutdale are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise to third parties unless third persons are expressed described as intended to be beneficiaries of its terms.

6. Notices. All notices to the respective parties shall either be personally delivered or sent

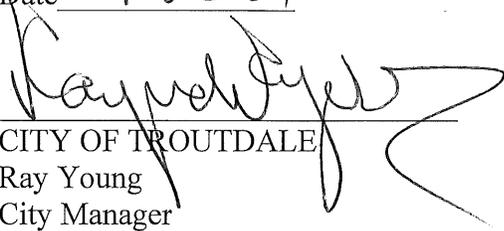
certified mail to the following addresses:

Reynolds School District
Attn: Superintendent
1204 NE 201st Ave
Fairview, OR 97024

City of Troutdale, Attn: City Manager
219 E. Historic Columbia River Hwy
Troutdale, OR 97060-2078.

IN WITNESS WHEREOF, Reynolds and Troutdale have duly caused this Agreement to be signed by the authorized representatives as of the day and year hereafter written.

Date 9-28-21



CITY OF TROUTDALE
Ray Young
City Manager

Date _____

REYNOLDS SCHOOL DISTRICT
Christopher Ortiz
Assistant Superintendent

Approved by Legal September 28, 2021



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

To: Board of Directors

From: Dr. Angela Freeman, Assistant Superintendent of Human Capital Management

Prepared by: Sarah Winters, Administrative Analyst, Human Capital Management

Subject: RAA Agreement

Policy: [Board Powers and Duties – BBA](#)

Date: October 27, 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 and the Reynolds Administrative Group agreed on a three year contract effective July 1, 2021 – June 30, 2024.

Please refer to the following attachment(s): RAA Agreement

Previous Board Action:

The Board approved the previous contract in July 2018.

Background:

Reynolds School District collaborates with RAA every three years to negotiate an agreement on working conditions for the duration of the contract.

Financial Implications:

This new contract will cost the district an additional \$2,112,656 over the next three years.

Alternatives:

The Board could require additional information prior to taking action on this agenda item.

Staff Recommendation:

Staff recommends the Board approve the agreement between RAA as proposed.

Motion:

- A. Motion Made by Board Member
 - a. I move that the Board approve the RAA Agreement, which will serve as the protocol for classified staff for the duration of the agreement.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

THIS AGREEMENT is made and entered into on the 27TH Day of October, 2021, by and between Reynolds School District No. 7, acting through its Superintendent, hereinafter referred to as

“District” and the Reynolds Administrative Group, representing all licensed administrators, non-licensed administrators, supervisory staff, administrative professionals and all district office confidential staff as defined in Appendix A, hereinafter referred to as “Administrative Group.”

WHEREAS, certain Administrative Staff and Office Staff employed by the Reynolds School District have been placed together for the purpose of applying common terms of employment and benefits; and

WHEREAS, the District has entered into an agreement with the Administrative Group dated October 27, 2021 and which covers the period from July 1, 2021 through June 30, 2024.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. STATUS OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024, subject to all of the provisions set forth herein, unless modified by mutual consent or agreement in writing by the District and the Administrative Group. Proposed modifications to this Agreement shall be subject to discussion at mutually arranged meetings between the District through its Board representative(s) and the Administrative Group representatives.

No later than December 15th of the school year prior to the year in which this agreement expires, both parties agree to enter into discussion over a successor agreement with the intent to reach mutually satisfactory terms by June 1 of that school year.

It is understood that all monetary provisions of this agreement are contingent upon resources of revenue sufficient to fund such provisions. Should district funding fall short of meeting the economic provisions of this agreement, Board of Education representatives and/or their designee shall meet with Reynolds Administrative Group representatives in a meet and confer session to discuss the related issue(s).

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

2. COMPENSATION

SALARY

For the period of July 1, 2021 through June 30, 2024 the District shall pay each member of the Administrative Group in accordance with the revised salary schedule in Appendix A of this Agreement.

The District shall deduct payroll taxes as required by law. This compensation shall be paid in twelve (12) equal monthly installments and shall begin no later than 30 days following the Administrative Group member's first day of employment, in accordance with the rules of the Board governing payment of other professional staff members in the District.

Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract.

BENEFITS

TAX DEFERRED ACCOUNTS

Each licensed administrator and non-licensed administrator will be paid a \$400 (four hundred dollar) monthly amount to be used for a qualified 403B plan.

Each administrative professional employee will be paid a \$200 (two hundred dollar) monthly amount to be used for a qualified 403B plan.

Confidential employees are eligible for overtime and are therefore not paid a benefit for tax deferred accounts.

CELL PHONE

The District recognizes the need for some members of the Administrative Group to carry a cell phone to conduct business and comply with the emergency communication plan utilizing text communications. In lieu of the District providing a cell phone, members of the Administrative Group, as need is identified by their supervisor, shall be paid a stipend of \$60.00 per month to defray the costs of the cell phone usage.

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

IN-DISTRICT & PORTLAND METROPOLITAN AREA TRANSPORTATION

Each licensed administrator and non-licensed administrator will be paid a monthly stipend for in-district and Portland metropolitan area travel or may elect a Tax Sheltered Annuity (TSA) plan in place of the travel allowance, as an estimated mileage payment.

Type	Elementary	Middle School/RLA	Central Office/RHS
Travel Allowance	\$50	\$75	\$125
TSA Plan	\$50	\$75	\$125

This payment election may be changed each year by July 1, by informing HR in writing.

Each supervisor, administrative professional and district office confidential staff will be reimbursed for in-district and Portland metropolitan area travel at the current IRS rate, unless using a district provided vehicle.

INSURANCE COMPENSATION

MEDICAL, VISION & DENTAL

The District shall provide a choice from any district-approved medical, vision and dental coverage insurance programs available at single, two-party or family rate at no cost to the Administrative Group.

For Administrative Group members selecting high deductible insurance plans, that may be accompanied by a Health Savings Account (HSA), the District will, upon request, frontload the HSA up to the IRS allowable maximum. If the Administrative Group member leaves the District prior to completing the year, the Administrative Group member shall repay the monthly contribution(s) that were frontloaded for any months that have not yet been earned.

The District shall provide a \$600 per month TSA option for any Administrative Group member who provides proof of other creditable coverage and elects not to use a district provided medical insurance plan.

The District shall attempt to maintain the existing carrier and coverage; however, the District has the sole discretion to change plans as determined by the District.

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

New employees starting work prior to the 15th day of a month shall be eligible for insurance effective the first of the next month. New employees starting work on or after the 15th day of a month shall be eligible for insurance effective the first of the second month after beginning employment.

LONG-TERM DISABILITY INSURANCE

The District provides a Long-Term Disability Insurance plan for each Administrative Group member for the duration of this agreement. Please see Appendix B. Benefits begin following a 90-day waiting period.

TERM LIFE INSURANCE

Each Administrative Group member working a minimum of 1.0 FTE will receive a Term Life Insurance benefit of \$150,000 with premiums paid for by the District.

3. RETIREMENT PROVISIONS

When an administrative group member retires, under the provision of PERS, and has been employed by the district for the past consecutive nine years, the following retirement package will be extended:

1. The administrator will receive individual or two-party medical and vision coverage and individual dental insurance until Medicare age. At the time of retirement, the cost of the coverage becomes the cap on the district's cost. If the insurance premiums go up, the retired employee will pay the difference between the new cost and the cap amount.
2. If the retired administrator reaches Medicare age before the spouse, he/she may continue spouse's coverage at his/her own expense.
3. After the maximum payout for coverage is reached, the administrator may choose to continue coverage out of pocket, until reaching Medicare qualification.
4. There are no provisions for pay out of unused sick pay or vacation days.

Any administrator group member hired after the 2013-2014 school year will not receive the above listed retirement provisions.

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

4. WORK YEAR/HOLIDAYS/VACATIONS/SICK LEAVE/PAID LEAVE

WORK YEAR

All licensed and non-licensed administrators will receive a contract for a 235 day work year. All supervisors, administrative professionals and district office confidential staff will work a 240 day work year.

Of these days, 11 will be paid holidays as noted below. By July 1 of each contract year, all members of the Administrative Group will submit to their supervisor, a calendar outlining their work year. The administrative work year must include one week after teachers are finished for their year and the two weeks before teachers are to return or a start date communicated by the Superintendent to coordinate start of the year training and meeting schedules. Building administrators will schedule all non-contract days on non-student contact days.

Any requests for an exception to these parameters will be submitted in writing to the superintendent for consideration.

Administrators required to work beyond their contract days must be pre-approved by the superintendent.

PAID HOLIDAYS

The following Days, or the days they are observed, will be honored as “Paid Holidays,” and are included in the Administrative Group work year, as outlined above:

- | | | |
|---------------------|-------------------------------|---------------------------|
| 1. Independence Day | 5. Day following Thanksgiving | 9. Martin Luther King Day |
| 2. Labor Day | 6. Christmas Eve Day | 10. President’s Day |
| 3. Veteran’s Day | 7. Christmas Day | 11. Memorial Day |
| 4. Thanksgiving Day | 8. New Years Day | |

NON-CONTRACT DAYS

All licensed and non-licensed administrators with unused non-contract days must submit a plan by June 30 of the current contract year to their supervisor and to Human Resources to use them by July 31 of the new contract year.

SICK LEAVE

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

Employees who are absent because of personal illness or injury or pregnancy shall receive compensation during such absence in accordance with the following provisions:

1. All employees shall be granted twelve (12) days sick leave during each school year. Such sick leave shall be credited to said employees on the first day of the fiscal year. In the case of employees who begin service after the first day of the fiscal year, sick leave days shall be credited on the first day of the employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification, be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.

Employees who leave the district shall, upon proper verification, be allowed to transfer to another district the number of sick leave days so accumulated, as allowed by Oregon Statute.

4. It is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
5. Family Illness: Accumulated sick leave may be used in accordance with current FMLA/OFLA leave laws in the case of an employee's own serious illness or to care for the employee's immediate family members.
6. During the month of May, each employee shall be given a written accounting of his/her accumulated sick leave.

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

7. Verification – a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee’s attending physician or practitioner that the injury or illness prevents the individual from work. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

Illness of less than five (5) days’ duration may require verification, if requested by the Superintendent or designee.

8. Unused accumulated sick leave will be able to be applied to the individual’s retirement formula if allowed by Oregon Revised Statutes.
9. Any employee who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician, but in no case for more than the balance of the school year.

PAID LEAVE

Employees shall be entitled to the following leaves of absences with full pay each school year:

1. Emergency Leave

Employees shall be granted emergency leave with full pay in the amount of up to four (4) days per school fiscal year. Emergency leave does not accumulate from year to year.

This leave may be granted for the following reasons:

- Serious illness or serious injury to a party in the employee’s immediate family*
- Major family events (such as, but not limited to, graduation, wedding, birth, return from overseas military deployment)

Agreement Between
REYNOLDS SCHOOL DISTRICT
And
ADMINISTRATIVE GROUP

- Serious household emergencies (any emergency which cannot be cared for outside of the regular work day)
- Funerals for close friends
- Personal emergency. A maximum of one day per year may be granted in the event of an emergency of a confidential nature. However, the employee must indicate the general category of the personal emergency on the appropriate request leave form.

Requests for emergency leave should be made at least five (5) days in advance, when such action is feasible. Absences made necessary for emergencies may be approved if application is made immediately (within three (3) school days) upon return to service. All denials will be reviewed automatically by the Superintendent or designee.

Upon request, an additional three (3) days of emergency leave may be approved at the discretion of the Superintendent or designee.

Other days missed because of personal business or emergencies will be taken as non-contract days or be non-paid. The exception to this shall be religious obligations which cannot be satisfied outside of the regular workday.

2. Legal Proceedings

Any employee summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the employee against the District. In a case initiated by the employee for the purpose of promoting the employee's business interests, such leave shall be considered under the provisions of Personal Leave. Any fee the employee receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

3. Injury on Duty

Absence due to a compensable injury, as defined in ORS 656.005(7)(A) and incurred in the course of the employee's employment, shall not be charged totally against the employee's sick leave day(s). The District shall pay to such employee the difference

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And
ADMINISTRATIVE GROUP

between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's salary. The District's obligation ends when the employee's sick leave days are exhausted.

4. Military Leave

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

5. Bereavement

District employees shall be allowed up to three (3) days of absence with pay per occurrence for a death in the immediate family*.

At the discretion of the Superintendent or designee, leaves may be extended.

* *Immediate family* shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

5. PROFESSIONAL DEVELOPMENT

TUITION

The District will provide full tuition cost for up to six (6) Graduate Level hours at an accredited institution per year of this agreement for each licensed and non-licensed administrator and supervisor at a cost basis of a Portland State University (PSU) graduate level credit course. Tuition reimbursement shall be used for approved work related coursework and towards all course fees, excluding books.

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Tuition pre-payments may be made in advance of a class, on approval from the Executive Director of Human Resources, with a District purchase order. Successful completion of the class will be submitted to Human Resources. If the class is not successfully completed within three (3) months or one (1) class term, the tuition payment will be returned to the District by the employee.

CONFERENCES

Each member of the Administrative Group may receive up to \$1,500.00 (one thousand five hundred dollars) per year towards conference related expenses including registration, travel, lodging and meals. Funds must be applied for through the Executive Director of Human Resources and approval will come from the Superintendent or designee. Application must show the correlation between the content of the conference and the District Goals.

Administrators may elect to use the unused remaining conference dollars towards additional tuition reimbursement costs for a given year, with the approval of the Superintendent or designee.

PROFESSIONAL DUES

For licensed and non-licensed administrators, the District will pay up to \$850 per fiscal year of COSA or other appropriate professional dues and the appropriate related state organization and the national parent organization. As examples, but not limited to: (local) *AOSE, OASSA, OESPA, OACOA* and (national) *AASA, NASSP, NAESP, NWEA, OMLA, and OALA*.

For supervisors and District office confidential staff, the District will pay up to \$350 of professional dues per fiscal year for associations and organizations that relate to current position in the District.

6. EVALUATION OF ADMINISTRATORS

All evaluation procedures will be those as described in District policy, state law or state regulation.

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GOALS AND EVALUATION FOR CONTRACT ADMINISTRATORS

Before November 15th of the first year of the licensed administrator's contract, the administrator and the Superintendent or Superintendent's designee shall confer and establish reasonable performance goals for the administrator. Before June 30th of the second year of the contract, the District shall provide to the licensed administrator, in writing, a performance evaluation based upon these goals.

7. EXTENSION OF CONTRACTS

The District will follow ORS 342.513 regarding the renewal of administrator contracts.

A. Licensed administrators shall serve a three-year probationary period.

Prior to March 15 of the second year in the probationary period, the School Board shall (1) issue a three-year contract, or (2) give written notice of non-extension, or (3) extend the existing contract for one year.

The parties agree that a new employment contract shall be issued for a term of three (3) years commencing July 1, unless:

1. By the preceding January 1, the Licensed Administrator has been notified in writing that it may not extend the contract upon grounds that are described by that notice and has had a full and meaningful opportunity to consult and confer with the responsible supervisor regarding the content of said written notice and, thereafter, has been promptly provided objectively measurable goals for improvement; and
2. By March 1, after providing reasonable support and direction in remediation of identified deficiencies, the District has delivered written notice to the Licensed Administrator that the contract will not be extended.

8. TRANSFER AND REASSIGNMENT

The District reserves the right to transfer or reassign all administrators.

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9. LAY OFF

If a lay off is necessary due to the District's lack of funds or an administrative decision, lay off decisions will be based on seniority and qualifications as determined by the Superintendent.

10. NUMBER, GENDER AND CAPTION

As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement.

11. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Department of Education, and rules and regulations of this Board, all of which are made a part of the terms and conditions of this Agreement as set forth herein.

12. ENTIRE AGREEMENT

The parties declare and represent that no promise, inducement, or agreement not expressed herein has been made to the parties and that this release contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

13. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

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And
ADMINISTRATIVE GROUP

14. WAIVER

A provision of this Agreement may be waived only by a written instrument executed by the party waiving the compliance thereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision or any other provision.

15. AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by all parties.

IN WITNESS, WHEREOF, the District, pursuant to the authority of its Superintendent, has caused two originals of this Agreement to be signed in the name of the District by the Superintendent, and the designees of the Administrative Group has hereunto affixed her hand and seal the day and year herein above mentioned.

_____	_____
Administrator Representative, Wade Bakley	Date
_____	_____
Confidential/Supervisor Representative, Jill Hunter	Date
_____	_____
Superintendent, Dr. Danna Diaz	Date
_____	_____
Asst. Superintendent HCM, Dr. Angela Freeman	Date
_____	_____
Board Chair, Ana Gonzalez-Muñoz	Date

Reynolds Administrative Agreement
Salary Schedules for July 1, 2021 to June 30, 2024

YEAR 1 - 2021-22									
Steps Issued & 4% COLA on Schedule									
	Days	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Administrators									
Executive Administrator	235	LA	130,249	132,852	135,507	138,216	140,978	143,796	146,672
Administrator IV	235	LA	117,256	119,600	121,991	124,431	126,917	129,454	132,044
Administrator III	235	LA	112,424	114,671	116,964	119,303	121,686	124,120	126,601
Administrator II	235	LA	109,200	111,383	113,611	115,881	118,197	120,560	122,972
Administrator I	235	LA	106,083	108,204	110,367	112,574	114,823	117,120	119,462
Administrative Professional									
Supervisor II	240	S	86,717	88,451	90,219	92,022	93,863	95,738	97,654
Supervisor I / Specialist III	240	S	81,061	82,680	84,334	86,019	87,739	89,493	91,282
Specialist II	240	S	75,770	77,286	78,830	80,406	82,013	83,652	85,325
Specialist I	240	S	70,828	72,245	73,689	75,161	76,664	78,196	79,760
Specialist	240	S	59,903	61,101	62,321	63,567	64,838	66,135	67,458

Executive Administrator = Executive Director, High School Principal
Administrator IV = Director, Middle School Principal
Administrator III = Elementary Principal, Alternative Ed. Principal
Administrator II = High School Assistant Principal, Assistant Director, Coordinator
Administrator I = Elementary and Middle School Assistant Principals, Alternative Ed. Assistant Principal

YEAR 2 - 2022-23									
Steps Issued & 3% COLA on Schedule									
	Days	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Administrators									
Executive Administrator	235	LA	134,156	136,837	139,572	142,362	145,208	148,109	151,072
Administrator IV	235	LA	120,774	123,188	125,651	128,164	130,725	133,338	136,005
Administrator III	235	LA	115,797	118,112	120,473	122,882	125,337	127,843	130,399
Administrator II	235	LA	112,476	114,724	117,019	119,357	121,743	124,177	126,661
Administrator I	235	LA	109,266	111,450	113,678	115,951	118,268	120,633	123,046
Administrative Professional									
Supervisor II	240	S	89,319	91,104	92,926	94,783	96,679	98,610	100,584
Supervisor I / Specialist III	240	S	83,493	85,160	86,864	88,600	90,371	92,178	94,020
Specialist II	240	S	78,043	79,604	81,195	82,818	84,474	86,162	87,884
Specialist I	240	S	72,953	74,412	75,900	77,416	78,964	80,541	82,152
Specialist	240	S	61,700	62,934	64,191	65,474	66,783	68,119	69,481

Executive Administrator = Executive Director, High School Principal
Administrator IV = Director, Middle School Principal
Administrator III = Elementary Principal, Alternative Ed. Principal
Administrator II = High School Assistant Principal, Assistant Director, Coordinator
Administrator I = Elementary and Middle School Assistant Principals, Alternative Ed. Assistant Principal

YEAR 3 - 2023-24									
Steps Issued & 2% COLA on Schedule									
	Days	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Administrators									
Executive Administrator	235	LA	136,839	139,574	142,363	145,210	148,112	151,072	154,094
Administrator IV	235	LA	123,189	125,652	128,164	130,727	133,339	136,004	138,725
Administrator III	235	LA	118,113	120,474	122,882	125,339	127,844	130,400	133,007
Administrator II	235	LA	114,726	117,019	119,359	121,745	124,178	126,660	129,194
Administrator I	235	LA	111,451	113,679	115,951	118,270	120,633	123,046	125,506
Administrative Professional									
Supervisor II	240	S	91,105	92,927	94,784	96,679	98,613	100,583	102,595
Supervisor I / Specialist III	240	S	85,162	86,864	88,601	90,372	92,178	94,021	95,901
Specialist II	240	S	79,604	81,196	82,819	84,474	86,163	87,885	89,642
Specialist I	240	S	74,412	75,900	77,418	78,964	80,543	82,152	83,796
Specialist	240	S	62,934	64,193	65,474	66,783	68,119	69,481	70,871

Executive Administrator = Executive Director, High School Principal
Administrator IV = Director, Middle School Principal
Administrator III = Elementary Principal, Alternative Ed. Principal
Administrator II = High School Assistant Principal, Assistant Director, Coordinator
Administrator I = Elementary and Middle School Assistant Principals, Alternative Ed. Assistant Principal



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: October 27, 2021

Action	<input type="checkbox"/>
Report	<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: October 27, 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.

Adjournment

