



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

**Reynolds School District
Board of Education Regular**

July 27, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

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. 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 July 27, 2022 Agenda	
III.	7:10p - Election of Board Officers	7
	A. Elect a 2022-2023 Board Chair	
	B. Elect a 2022-2023 Board Vice Chair	
IV.	7:20p - Public to be Heard	9
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	7:40p - Presentation to the Board	
	A. First Reading: Board Student Outcome Goals, Superintendent Goal Performance Measures, and Board and Superintendent Guardrails	10
VI.	7:50p - Board Reports	36
	A. Board Announcements	
	i. Individual Board Members - Announcements and Reports	
	ii. Upcoming Board Meetings	
VII.	7:55p - Superintendent's Reports	37
	A. Announcements/Reports	
	B. Communications Report	
	C. Financial Report	38
VIII.	8:20p - Consent Agenda	39
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	40
	C. Approval of the 2022-2023 Board Calendar	44

D.	Approval of Budget Calendar for 2023-2024 Budget	47
E.	Resolution 2022-2023-001 Designating District Officers, Clerks, Agents, and Depositories of Funds	50
F.	Credit Recovery Contract Extension	56
G.	Open School Contract SY22-23	69
H.	Intergovernmental Agreements	
	i. St Helen's SD IGA	84
	ii. PEERS Classroom IGA	89
	iii. PPS CR Deaf and HH Contract IGA	102
I.	Policy Update Second Reading and Approval: JBA-GBN Sexual Harassment	112
IX.	8:25p - Action Items	
	A. IGA with Multnomah County Sheriff's Office for School Resource Deputies	141
X.	8:30p - Board Discussion	148
XI.	8:35p - Adjourn	149



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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: July 27, 2022

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 at 6:00p, under ORS 192.660(2)(b) Personnel.

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: July 27, 2022

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:

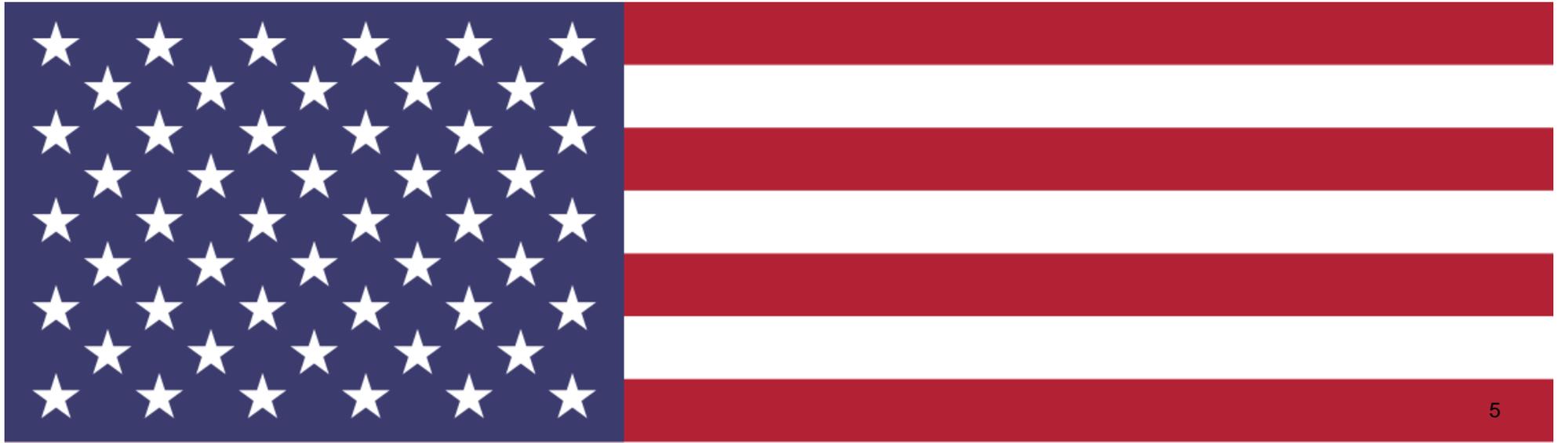
- a. Call to Order
- b. Roll Call
 - Position 1: Director Aaron Muñoz
 - Position 2: Director Spencer Chao
 - Position 3: Director Michael Reyes
 - Position 4: Director Cayle Tern
 - Position 5: Vice Chair Yesenia Delgado
 - Position 6: Chair Ana Gonzalez Muñoz
 - Position 7: Director Francisco Ibarra
- c. Pledge of Allegiance
- d. Land Use Acknowledgement

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:
 - a. I move that the Board approve the July 27, 2022 Business Meeting Agenda as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Land Use Acknowledgment & Guidelines



Approved and Adopted on May 27, 2020

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

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

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

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

Land Use Acknowledgment

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

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



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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: Election of Board Officers

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

Date: July 27, 2022

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:

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

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

Previous Board Action:

The Board elects officers at the July Business meeting annually.

Background:

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

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

A. Motion Made by Board Member:

- i. I nominate _____ for the role of Board Chair for the 2022-2023 school year.

B. Motion Seconded by Another Board Member

C. Points of Clarification / Discussion

D. Call for Board Vote

A. Motion Made by Board Member:

- i. I nominate _____ for the role of Board Vice Chair for the 2022-2023 school year.

B. Motion Seconded by Another Board Member

C. Points of Clarification / Discussion

D. Call for Board Vote



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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: July 27, 2022

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 wishing to speak must complete a Public Comment Form on the RSD website.

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



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Student Outcome Goals and Superintendent Guardrails
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)
Date: July 27, 2022

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:

The Reynolds School District Board exists to represent the vision, mission, and values of the Reynolds community. Last summer, Board members began an extensive Board Governance training with Dr. Jacinto A. Ramos, Jr., Ed.D. He is a proven leader on educational policy, racial/ethnic equity, and school board governance.

Through these trainings, the Board decided to prioritize student outcomes (a measure of school system results that are focused on student results rather than adult results, measuring what students know). The Board selected student outcome-based goals and created both Board and Superintendent Guardrails.

The Board conducted listening sessions within the community to get feedback on these goals and guardrails. They will now review the goals and guardrails as a first reading.

Previous Board Action:

Not Applicable

Background:

(Text starts here. Use “Not Applicable” for sections not filled in.)

Financial Implications:

Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable



Student Outcomes Focused Governance Model

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MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.



VISION

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CORE BELIEFS & COMMITMENTS



SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.



EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.



INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.



ORGANIZATIONAL CULTURE

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



Board Student Outcome
Goals (i) and
Superintendent Goal
Performance Measures (ii)



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Board Student Outcome Goals

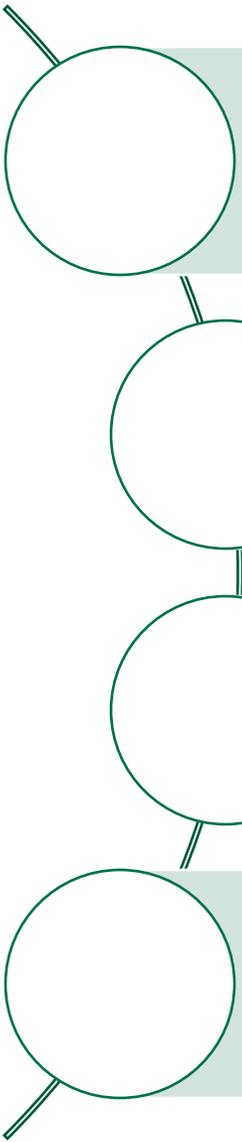
Goal 1.i: 3rd Grade Reading

Increase the percentage of 3rd grade students whose scores on STAR Reading meet or exceed grade level benchmark from 22% to 80% by August 2026.

15

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
22%	(30%)	(40%)	(52%)	(66%)	(80%)

Superintendent Goal Performance Measures



Goal 1.ii.a: Increase the percentage of 3rd grade students who receive English Language Learner services and whose scores on STAR Reading meet or exceed benchmark* from 16% to 30% by August 2023.

Goal 1.ii.b: Increase the percentage of 3rd grade students who receive Special Education services and whose scores on STAR Reading meet or exceed benchmark* from 22% to 34% by August 2023.

Goal 1.ii.c: Increase the percentage of Black/African American 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 27% to 38% by August 2023.

Goal 1.ii.d: Increase the percentage of Latinx 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 24% to 35% by August 2023.

Board Student Outcome Goals

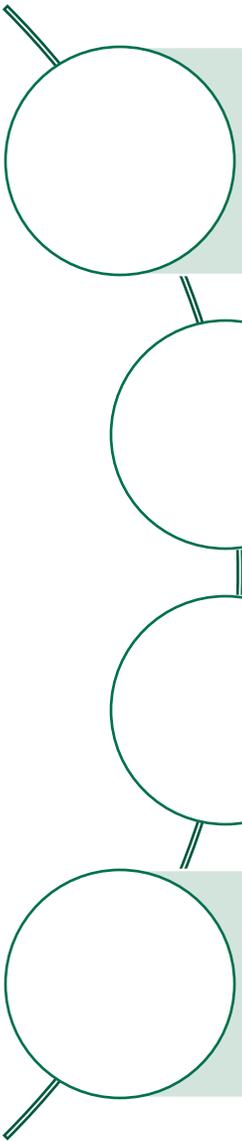
Goal 2.i: 5th Grade Math

Increase the percentage of 5th grade students whose scores on STAR Math meet or exceed grade level benchmark from 27% to 80% by August 2026.

17

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
27%	(33%)	(41%)	(51%)	(64%)	(80%)

Superintendent Goal Performance Measures



Goal 2.ii.a: Increase the percentage of 5th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 19% to 31% by August 2023.

Goal 2.ii.b: Increase the percentage of 5th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 20% to 32% by August 2023.

Goal 2.ii.c: Increase the percentage of Black/African American 5th grade students whose scores on STAR Math meet or exceed benchmark* from 30% to 42% by August 2023.

Goal 2.ii.d: Increase the percentage of Latinx 5th grade students whose scores on STAR Math meet or exceed benchmark* from 27% to 37% by August 2023.

Board Student Outcome Goals

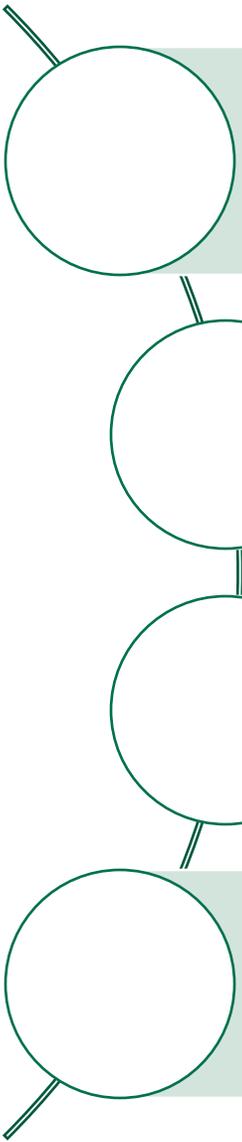
Goal 3.i: 8th Grade Math

Increase the percentage of 8th grade students whose scores on STAR Math meet or exceed grade level benchmark* from 23% to 80% by August 2026.

19

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
23%	(30%)	(40%)	(53%)	(66%)	(80%)

Superintendent Goal Performance Measures



Goal 3.ii.a: Increase the percentage of 8th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 18% to 32% by August 2023.

Goal 3.ii.b: Increase the percentage of 8th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 15% to 30% by August 2023.

Goal 3.ii.c: Increase the percentage of Black/African American 8th grade students whose scores on STAR Math meet or exceed benchmark* from 17% to 31% by August 2023.

Goal 3.ii.d: Increase the percentage of Latinx 8th grade students whose scores on STAR Math meet or exceed benchmark* from 18% to 32% by August 2023.

Board Student Outcome Goals

Goal 4.i: 9th Grade On Track

Increase the percentage of 9th grade students who are on track to graduate from 47% to 90% by August 2026.

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Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
47%	(55%)	(65%)	(77%)	(85%)	(90%)

Superintendent Goal Performance Measures



Goal 4.ii.a: Increase the percentage of 9th grade students who receive English Language Learner services that are on track to graduate from 52% to 62% by August 2023.

Goal 4.ii.b: Increase the percentage of 9th grade students who receive Special Education services that are on track to graduate from 49% to 59% by August 2023.

Goal 4.ii.c: Increase the percentage of Black/African American 9th grade students that are on track to graduate from 53% to 63% by August 2023.

Goal 4.ii.d: Increase the percentage of Latinx 9th grade students that are on track to graduate from 39% to 48% by August 2023.

Board Student Outcome Goals

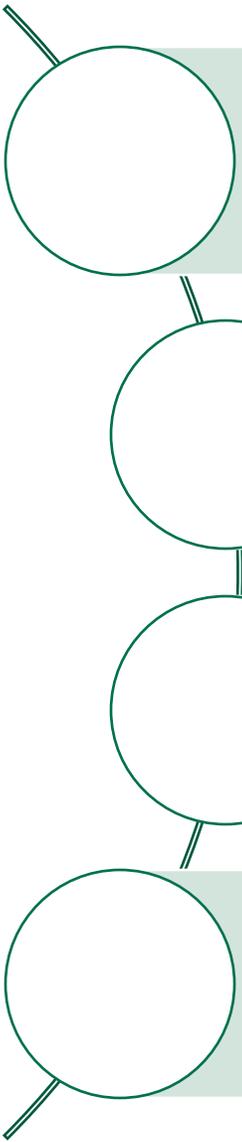
Goal 5.i: 4 Year Graduation Rate

Increase the percentage of the 4 Year cohort graduation rate from 57% to 85% by August 2026.

23

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
57%	(60%)	(65%)	(72%)	(81%)	(85%)

Superintendent Goal Performance Measures



Goal 5.ii.a: Increase the percentage of 12th grade students who receive English Language Learner services that graduate on time (4-Year Cohort) from 50% to 60% by August 2023.

Goal 5.ii.b: Increase the percentage of 12th grade students who receive Special Education services that graduate on time (4-Year Cohort) from 52% to 62% by August 2023.

Goal 5.ii.c: Increase the percentage of Black/African American 12th grade students that graduate on time (4-Year Cohort) from 60% to 68% by August 2023.

Goal 5.ii.d: Increase the percentage of Latinx 12th grade students that graduate on time (4-Year Cohort) from 60% to 68% by August 2023.



Board Guardrails (iii)



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Board Guardrails

Specific operational actions or class of actions the Board places on itself and/or members that support behaviors that keep the boards' focus on board work, align with the vision, and grounded in community values.

Board Guardrails

The Board, either collectively or through the actions of individual Board Members, shall not:

- 1.iii: Direct or appear to direct staff on day-to-day operations.
- 2.iii: Allow more than 12 months to pass from reviewing board operating policy and procedures
- 3.iii: Deviate from the agenda once it is set 72 hours in advance.
- 4.iii: Engage in personal or political attacks (publicly or privately) against one another.

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Superintendent Guardrails (iv)



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Superintendent Guardrails

Specific operational actions or class of actions the Superintendent may not use or allow that are aligned with the vision and grounded in community values.

Superintendent Guardrail Smart Goals

Guardrail 1.iv: The Superintendent shall not fail to address safety concerns from the Reynolds community.

- **1.iv.a:** By June 2023, 80% of all staff incident reports will be responded to within 48 hours.
- **1.iv.b:** By Fall 2022, Reynolds School District will implement an anti-bullying campaign in order to gather baseline data to inform the Social/Emotional Curriculum Adoption. ³⁰
- **1.iv.c:** By June 2023, 100% of all Campus Monitors will be Mandt System trained. (Mandt Training helps to develop a culture that provides for the emotional, psychological, and physical safety for students and staff.)

Superintendent Guardrail Smart Goals

Guardrail 2.iv: The Superintendent shall not allow teacher turnover rate to increase or remain the same, specifically for hard-to-fill positions.

- **2.iv.a:** By June 2023, the retention rate of certified staff will increase from 95% to 97%.
- **2.iv.b:** By June 2023, the retention rate of classified staff will increase from 92% to 94%.
- **2.iv.c:** By June 2023, the retention rate of BIPOC certified staff will increase from 94% to 96%.
- **2.iv.d:** By June 2023, the retention rate of BIPOC classified staff will increase from 93% to 95%.
- **2.iv.e:** By June 2023, the retention rate of high needs areas certified staff will increase from 94% to 96%.
- **2.iv.f:** By June 2023, the retention rate of high needs areas of classified staff will increase from 88% to 90%.

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Superintendent Guardrail Smart Goals

Guardrail 3.iv: The Superintendent shall not propose Board Action without first having engaged students, parents, community and staff.

- **3.iv.a:** By June 2023, Reynolds School District will increase the participation of students, families, staff and the community to participate in budget meeting decisions by 10%.
- **3.iv.b:** By June 2023, Reynolds School District will increase the number of opportunities for students, families, staff and the community to participate in decision making around the Oregon Department of Education Integrated Guidance by holding a minimum of five listening sessions.

Superintendent Guardrail Smart Goals

Guardrail 4.iv: The Superintendent shall not make decisions without centering the impact on the mental well-being of students, their families, and staff.

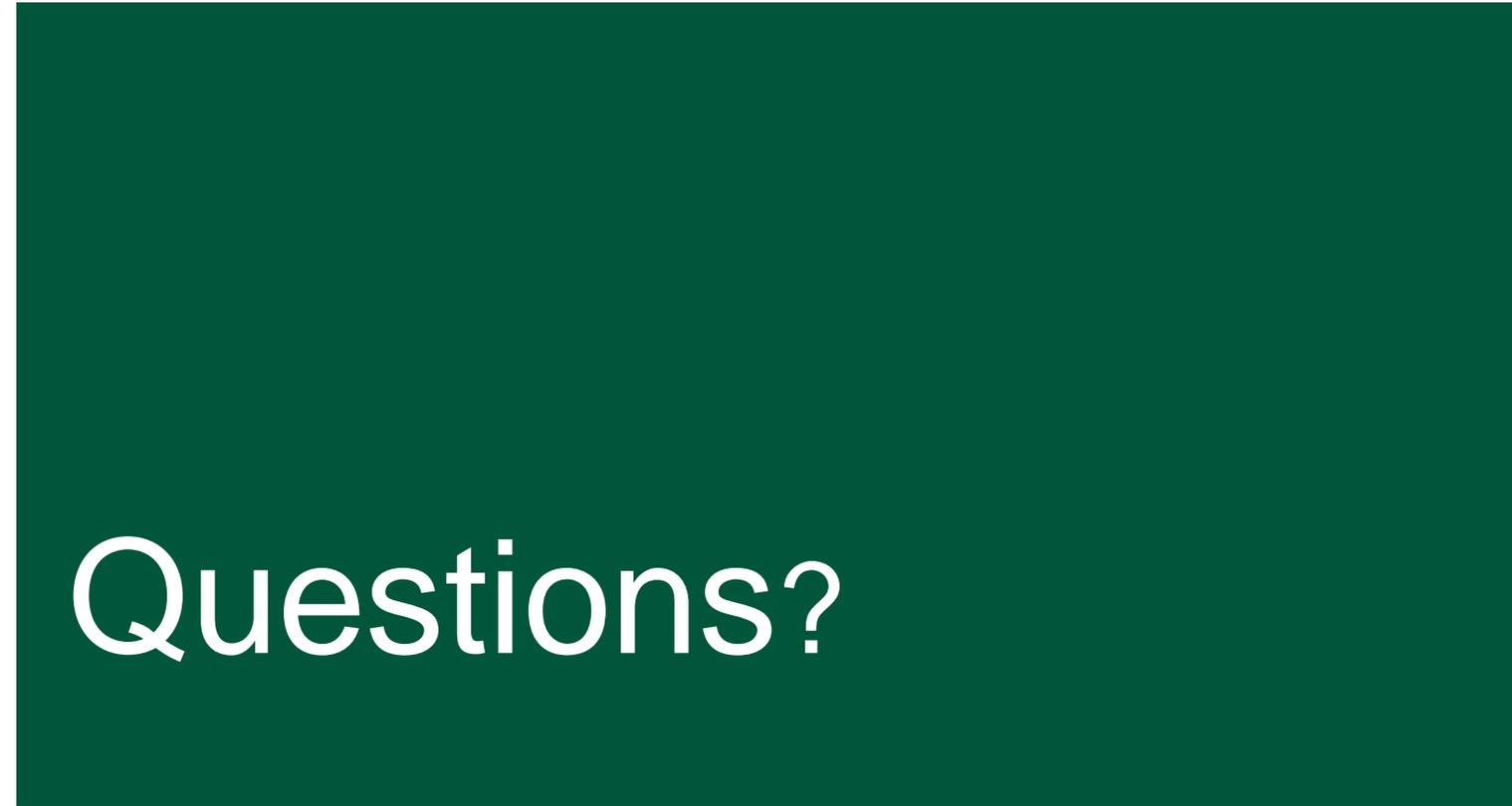
- **4.iv.a:** By June 2023, Reynolds School District will increase the percent positive on the Center for Educational Effectiveness EES-Student Survey Supportive Learning Environment 2-Year Trend from 60% to 65%.
- **4.iv.b:** By June 2023, will increase the percentage of Reynolds School District students ³³ on the Healthy Teen Survey that are able to identify someone at school that they could ask for help if needed from 70% to 75%.
- **4.iv.c:** By June 2023, Reynolds School District will increase the number of contacts made by School Counselors and Social Workers by 10%.

Superintendent Guardrail Smart Goals

Guardrail 5.iv.: The Superintendent shall not operate without examining data annually to ensure there are no inequitable impacts for students who have been marginalized.

- **5.iv.a:** By June 2023, Reynolds School District will increase the yearly attendance rate of Latinx/o/a students from 72% to 82%*. (*2020-2021 Data)
- **5.iv.b:** By June 2023, Reynolds School District will increase the yearly attendance rate of Black/African American students from 70% to 80%.
- **5.iv.c:** By June 2023, Reynolds School District will increase the percentage of Latinx/o/a students from 25% to 30% and the percentage of Black/African American students from 4% to 9% that are identified for Talented and Gifted Services (TAG).
- **5.iv.d:** By June 2023, Reynolds School District will decrease the disparity between the number of Black/African American students in comparison to their peers, who are referred for major referrals by 5%.

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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: Board Announcements

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

Date: July 27, 2022

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. Upcoming Board Meetings
 - i. August 12-13 Board Professional Development
 - ii. August 24, 2022 Business Meeting
 - iii. Individual Board Member Reports or Announcements



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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: Superintendent’s Report

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

Date: July 27, 2022

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:

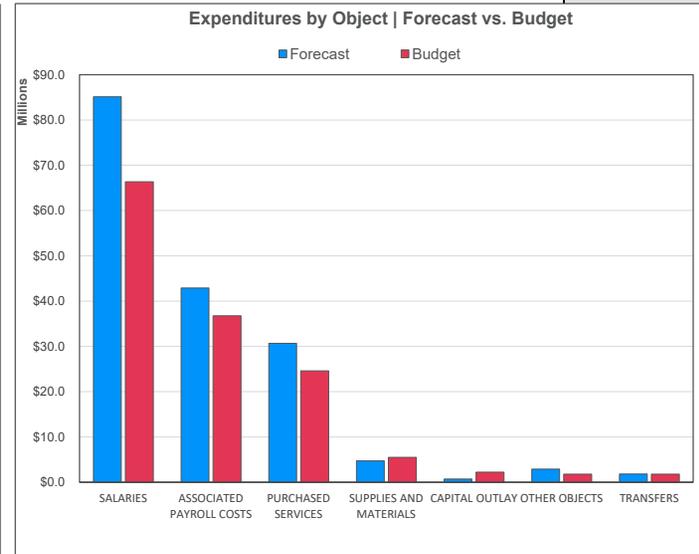
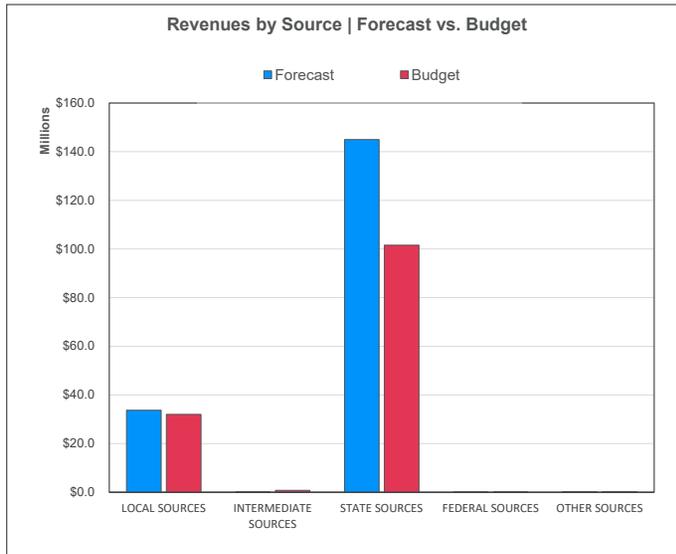
- a. Announcements / Reports - Dr. Danna Diaz
- b. Communication Report - Stephanie Field
- c. Financial Report - Anthony Lebron

100 General Fund | Financial Projection by Object

For the Period Ending June 30, 2022

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast
RESOURCES					
Operating Revenues					
Local Sources	\$ 30,252,475	\$ 31,991,483	\$ 33,707,024	105.36%	\$ 33,707,024
Intermediate Sources	596,787	798,329	82,502	10.33%	82,502
State Sources	102,898,191	101,567,300	144,975,324	142.74%	144,975,324
Federal Sources	74,450	85,000	49,321	58.02%	49,321
Other Sources	1,232,761	215,987	215,987	100.00%	215,987
Total Operating Revenues	\$ 135,054,665	\$ 134,658,099	\$ 179,030,158	132.95%	\$ 179,030,158
Beginning Fund Balance	18,958,789	11,099,637	24,654,907	222.12%	24,654,907
TOTAL RESOURCES	\$ 154,013,454	\$ 145,757,736	\$ 203,685,065	139.74%	\$ 203,685,065
REQUIREMENTS					
Operating Expenditures					
Salaries	\$ 60,416,368	\$ 66,349,651	\$ 85,126,835	128.30%	\$ 85,126,835
Associated Payroll Costs	35,909,687	36,773,398	42,890,712	116.64%	42,890,712
Purchased Services	21,316,076	24,603,985	30,669,432	124.65%	30,669,432
Supplies and Materials	4,667,042	5,502,428	4,738,322	86.11%	4,738,322
Capital Outlay	2,027,423	2,221,018	708,425	31.90%	708,425
Other Objects	1,495,186	1,800,352	2,889,124	160.48%	2,889,124
Transfers	3,526,765	1,773,000	1,814,207	102.32%	1,814,207
Total Operating Expenditures	\$ 129,358,547	\$ 139,023,832	\$ 168,837,056	121.44%	\$ 168,837,056
Contingencies	-	1,683,476	-	0.00%	-
Unappropriated Ending Fund Balance	-	5,050,428	-	0.00%	-
TOTAL REQUIREMENTS	\$ 129,358,547	\$ 145,757,736	\$ 168,837,056	115.83%	\$ 168,837,056
Ending Fund Balance					\$ 34,848,008
OPERATING SURPLUS / (DEFICIT)	\$ 5,696,117	\$ (4,365,733)	\$ 10,193,102		\$ 10,193,102

(Operating Revenue less Operating Expenses)





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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: Consent Agenda
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)
Date: July 27, 2022

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. Approval of the 22-23 Board Calendar
- d. Approval of Budget Calendar for 23-24 Budget
- e. Resolution 2022-2023 Designating District Officers, Clerks, Agents, and Depositories of Funds
- f. Credit Recovery Contract Extension
- g. Open School Contract 22-23
- h. Intergovernmental Agreements
 - i. St. Helens School District IGA
 - ii. David Douglas School District for Multnomah Early Childhood Program classroom space for School Year 2022-2023
 - iii. Portland Public Schools, Columbia Regional, Deaf & Hard of Hearing Classrooms
- i. Policy Updates Second Reading: JBA-GBN Sexual Harrassment

Staff Recommendation:

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

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve all Consent Agenda items as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



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

June 8, 2022

7:00 PM

Virtual Meeting

Attendance Taken at 7:02 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Absent, Francisco Ibarra: Present, Aaron Muñoz: Present, Michael Reyes: Absent, Cayle Tern: Present. Attendance Update Taken at 7:34 PM. Michael Reyes: Present.

I. 6:00p - Executive Session

II. 7:00p - Call to Order and Land Acknowledgement

- Vice Chair Yesenia Delgado called the June 8, 2022 Work Session to Order at 7:02p and read the Land Acknowledgement into the record.

III. 7:05p - Public to be Heard

IV. 7:20p - School and Department Improvement Plans

- Final data sets will be presented to Cabinet at the June 22 Business Meeting

V. 7:40p - Action Items

A. RAA MOU on Retention and Recruitment Bonuses

I move that the Board approve the retention and referral agreement between RAA and RSD as presented. This motion, made by Aaron Muñoz and seconded by Francisco Ibarra, Passed.

Yea: 5, Nay: 0

B. OSEA Bus Driver Compensation MOU

I move that the Board approves the Bus Driver Compensation memorandum of understanding between OSEA and RSD as presented. This motion, made by Michael Reyes and seconded by Spencer Chao, Passed.

Yea: 6, Nay: 0

VI. 8:00p - Adjourn



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

June 22, 2022

7:00 PM

Attendance Taken at 7:06 PM. Spencer Chao: Present, Yesenia Delgado: Absent, Ana Gonzalez Muñoz: Present, Francisco Ibarra: Present, Aaron Muñoz: Present, Michael Reyes: Present, Cayle Tern: Absent.

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)(h) Legal Counsel. Executive Session is closed to the public.

II. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the June 22, 2022 Business Meeting to order at 7:03p and read the land acknowledgement into the record.

A. Pledge of Allegiance

B. Land Acknowledgement

C. Consider Approval of the June 22, 2022 Agenda

I move to amend the June 22, 2022 agenda to add an action item regarding Executive Session. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

III. 7:10p - Budget Hearing

IV. 7:15p - Board Recognition

A. Student Recognition

B. Staff Recognition

V. 7:25p - Public to be Heard

VI. 7:30p - Presentation to the Board

A. Student Outcomes: Spring Data Review

- Are we taking the opportunity to look at the areas where we aren't seeing as much progress and seeing if there are adjustments we should make?
 - Yes, administrators are reviewing all data and incorporating to their improvement plans.

B. Policy Update First Reading: JBA-GBN Sexual Harrasment

VII. 7:50p - Board Reports

A. Board Announcements

i. Individual Board Members - Announcements and Reports

ii. Upcoming Board Meetings

VIII. 7:55p - Superintendent's Reports

A. Announcements/Reports - Dr. Danna Diaz

- The Board would like to hear more about strategies for increasing attendance.
- Professional Development will be key.

B. Marginalized Students - Dr. Sara Hahn-Huston

C. Communications Report

D. Financial Report

E. Enrollment Report

IX. 8:30p - Consent Agenda

I move that the Board approves all Consent Agenda items as presented. This motion, made by Aaron Muñoz and seconded by Spencer Chao, Passed.

Yea: 5, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. 22-23 Fee Schedules

D. Policy Updates

i. DJC: Bidding Requirements

ii. DJG: Vendor Relations

X. 8:35p - Action Items

A. Resolution 2021-2022-027 Adopting the Annual Budget for Fiscal Year 2022-2023

I move that the Board adopt Resolution 2021-2022-027 Resolution Adopting the 2022-23 Budget and appropriating funds. This motion, made by Francisco Ibarra and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

B. Resolution 2021-2022-028 Declaring, Imposing, and Categorizing Taxes for Fiscal Year 2022-2023

I move that the Board adopt Resolution 2021-2022-028 to declare and categorize taxes for fiscal year 2022-2023. This motion, made by Michael Reyes and seconded by Francisco Ibarra, Passed.

Yea: 5, Nay: 0

C. REA Summer School MOU

I move that the Board approve the summer school MOU between REA and RSD, which will serve as the protocol for licensed employees to work onsite and support the summer school program. This motion, made by Spencer Chao and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

D. Added Action Item

I move that the Board approve the action discussed in Executive Session. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

XI. Yea: 5, Nay: 0

XII. 8:50p - Board Discussion

- The Board would like to review the volunteer and visitor policies for next school year.

XIII. 8:55p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the June 22, 2022 Business Meeting at 9:02p.



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

June 30, 2022

5:30 PM

Virtual Meeting

I. 5:15p - Executive Session

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

II. 5:30p - Call to Order

A. Land Acknowledgement

III. 5:35p - Action Items

A. REA MOU on Retention and Recruitment Bonus

I move that the Board approve the MOU between REA and RSD for recognition/retention bonuses as presented. This motion, made by Michael Reyes and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

IV. 5:40p - Adjourn



BOARD CALENDAR: 2022 - 2023

Date	Time	Meeting Type	Location*
July 27, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
August 12, 2022	6:00p – 9:00p	Professional Development	District Office
August 13, 2022	9:00a – 12:00p	Professional Development	District Office
August 24, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
September 14, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
September 28, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
October 11, 2022	4:30p	Staff Budget Input Session	TBD
	6:00p	Community Budget Input Session	TBD
October 12, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
October 25, 2022	4:30p	Staff Budget Input Session	TBD
	6:00p	Community Budget Input Session	TBD
October 26, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
November 16, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	44 Business Meeting	



BOARD CALENDAR: 2022 - 2023

Date	Time	Meeting Type	Location*
December 7, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
December 14, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
January 11, 2022	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
January 25, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
February 8, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
February 22, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
March 8, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
March 22, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
April 12, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
April 13, 2023	6:00p	Budget Committee Work Session	Edgefield Campus, Building I



BOARD CALENDAR: 2022 - 2023

Date	Time	Meeting Type	Location*
April 26, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
May 4, 2023	6:00p	Budget Committee Meeting	Edgefield Campus, Building I
May 10, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
May 11, 2023	6:00p	Budget Committee Meeting	Edgefield Campus, Building I
May 24, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	
June 14, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Work Session	
June 28, 2023	6:00p	Executive Session	Edgefield Campus, Building I
	7:00p	Business Meeting	

*Locations may be subject to change.



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To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Anthony Lebron, Chief Financial Officer

Subject: Approval of Budget Calendar for 2023-2024 Budget

Policy: [Budget Calendar - DBC](#)

Date: July 27, 2022

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

The following document is attached:

- Budget Calendar 2023-2024

Previous Board Action:

Not Applicable

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

Financial Implications:

Not Applicable

Alternatives:

The Board could approve a modified calendar. 47

Staff Recommendation:

Staff recommends the Board approve the 2022-2023 Calendar for the 2023-2024 Budget as proposed.

Motion:

- A. Motion Made by Board Member:
 - a. I move the Board approve the 2022-2023 Calendar for the 2023-2024 Budget as proposed.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Budget Calendar July 1, 2022 to June 30, 2023

Board of Directors Meeting **July 27, 2022**

- √ Board Appoints Budget Officer
- √ Board Considers 2022-2023 Budget Calendar for 2023-2024 Budget

Staff and Community Input Sessions **October 11, 2022 and October 25, 2022**

- √ Staff Input
- √ Community Input

Budget Priorities Discussion **December 7, 2022**

Adoption of 2022-2023 Budget Priorities **January 25, 2023**

Publish 1st Notice of Budget Committee Meetings **April 4, 2023**

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

Publish 2nd Notice of Budget Committee Meetings **April 11, 2023**

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

Proposed Budget Published **April 28, 2023**

1st Budget Committee Meeting **May 4, 2023**

- √ 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 11, 2023**

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

Publish Notice of Budget Hearing (only once) **May 26, 2023**

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

Board of Directors Meeting - Conduct Budget Hearing **June 28, 2023**

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

Board of Directors Meeting - Enact Resolutions **June 28, 2023**

- √ Adopt Budget, Authorize Appropriations & Impose and Categorize Taxes
- √ Amend 2022-2023 Appropriations (if necessary)

Submit Tax Certification Documents **July 15, 2023**

- √ To County Assessor Office by July 15, 2023
- √ File Budget Document with County Recorder and Designated Agencies



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To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Anthony Lebron, Chief Financial Officer

Subject: Resolution 2022-2023-001 Designating District Officers, Clerks, Agents, and Depositories of Funds

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

Date: July 27, 2022

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 the annual resolution.

Please refer to the following attachments:

- Resolution 2022-2023-001 Designation of District Officers – Depositories of Funds

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 other are submitted as a matter of practice.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the Board adopt the revised Resolution 2022-2023-001 as presented.

Motion:

- A. Motion Made by Board Member:
 - a. I move the Board adopt the revised Resolution 2022-2023-001, a Resolution Designating District officers, Clerks, Agents, and Depositories of Funds for the 2022-2023 fiscal year.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

RESOLUTION 2022-2023-001

**A RESOLUTION DESIGNATING DISTRICT OFFICERS, CLERKS, AGENTS, AND DEPOSITORIES OF FUNDS
FOR THE 2022-2023 SCHOOL YEAR**

DISTRICT CLERKS

WHEREAS, Dr. Danna Diaz, Superintendent of Reynolds School District #7, is designated by law as Clerk/Chief Executive Officer of said District for the 2022-2023 fiscal year;

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

BE IT RESOLVED, that Anthony Lebron, Chief Financial Officer, is appointed as Deputy Clerk for the 2022-2023 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, Superintendent of Reynolds School District #7 is hereby designated to serve as Budget Officer for the fiscal year 2022-2023.

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 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 2022-2023.

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 2022-2023.

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 2022-2023.

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 2022-2023.

DISTRICT REPRESENTATIVE FOR ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)

BE IT RESOLVED, that the Facilities Services Supervisor is appointed as representative for the Reynolds School District #7 during fiscal year 2022-2023.

DESIGNATION OF DISTRICT SAFETY OFFICER and ASSISTANT SAFETY OFFICER

BE IT RESOLVED, that the Deputy Superintendent is appointed as the Official District Safety Officer and the Risk Manager is appointed as the Official Assistant Safety Officer, for Reynolds School District #7 during fiscal year 2022-2023.

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 the fiscal year 2022-2023.

AMERICANS WITH DISABILITIES ACT (ADA)

BE IT RESOLVED, that the Deputy Superintendent, Executive Director of Human Capital Management, and the Facilities Services Supervisor are appointed as District coordinators for the Reynolds School District #7 for the fiscal year 2022-2023.

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 2022-2023.

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 2022-2023 fiscal year:

Institution
US Bank
Piper Jaffray – 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 2022-2023.

- 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 2022-2023, in accordance with ORS 279.

Duly passed this 27th day of July 2022, at the regular meeting of the Board of Directors of Reynolds School District #7.

Board Chair

Dr. Danna Diaz, Superintendent
Deputy Clerk



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Dr. Koreen Barreras-Brown, Chief Academic Officer
Subject: Credit Recovery Agreement Extension
Policy: [District Purchasing - DJ](#)
Date: July 27, 2022

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:

Reynolds School District uses Imagine Learning’s Edgenuity product to support high school students with credit attainment and credit recovery, allowing students to stay on track and graduate on time. Our current agreement with Imagine Learning LLC to provide credit recovery expires on August 31, 2022. While the dollar amount of the contract falls beneath the threshold requiring board approval, the original Request for Proposal stated that board approval was required to enter into an extension with this vendor.

Previous Board Action:

The board previously approved Edgenuity credit recovery in 2012 and 2015.

Background:

Reynolds School District has used Edgenuity for student credit recovery since 2012.

Financial Implications:

The total cost of this contract with Imagine Learning LLC, from September 1, 2022 through August 31, 2023, is \$53,000.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the Board approve RSD entering into an agreement with Imagine Learning LLC for credit recovery services from September 1, 2022 through August 31, 2023, at a cost of \$53,000.

Motion:

- A. Motion Made by Board Member:
 - a. I move that to Board approve the Imagine Learning LLC agreement for credit recovery services from September 1, 2022 through August 31, 2023, at a cost of \$53,000.
- 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: _____

*Option to renew for an additional two (2) years.

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 \$500,000, 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 \$500,000, 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 \$500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$500,000. No compensation shall be due or payable to Contractor in excess of \$500,000 (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 reasonable 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, at reasonable times and upon reasonable notice, 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.** If applicable, Contractor agrees that any and all goods or services provided by or developed solely 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. 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 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.

(Sign on following page)

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 \$500,000 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



Price Quote

837-222-917

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 4/14/2022
Quote No. 258929
Acct. No. 03:re:OR:12214806
Total \$53,000.00
Pricing Expires 8/31/2023

Attn: Accounts Payable
Reynolds School District 7
1204 NE 201st Ave
Fairview OR 97024-9642

Send all invoices to ap@rsd7.net

Payment Schedule	Contract Start	Contract End
	9/1/2022	8/31/2023

Site	Description	Comment	End Date	Qty
1. Reynolds School District 7	Professional Development Webinar Training		08/31/2023	2

Site	Description	Comment	End Date	Qty
1. Reynolds High School				
2. Reynolds Learning Academy West	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		08/31/2023	2
	Digital Libraries Enhanced CTE Add-on Site License		08/31/2023	2
	Edgenuity Academic Integrity Add-on - Includes Plagiarism Checker and Speed Radar		08/31/2023	2

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Daniel Dill
Oregon Account Executive
TEL 602-370-8951
EMAIL daniel.dill@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Price Quote

Date 4/14/2022
Quote No. 258929
Acct. No. 03:re:OR:12214806
Total \$53,000.00
Pricing Expires 8/31/2023

Subtotal \$53,000.00
Total \$53,000.00

To: Board of Directors
From: Dr. Christopher Ortiz, Deputy Superintendent
Prepared by: Hank Bauer, Administrative Analyst
Subject: Open School Contract SY22-23

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

Date: July 27, 2022

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:

Contract between Reynolds School District and Open School for the school year 2022-2023. 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 last school year 2021-2022.

Background:

Open School serves Reynolds’ students who are referred by the High School and 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 \$51.25/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 provision of alternative education services for students.

Staff Recommendation:

Staff recommends that the Board authorize the District to authorize 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 approve 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 ⁷⁵and 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/>.
- Daily rate is accounting for a 2% increase for the last two years, therefore SY22-23 will contain a 4% overall increase from the previous \$49.25/day, the new rate charged for SY22-23 will be \$51.25/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.

To: Board of Directors
From: Dr. Danna Diaz, Superintendent
Prepared by: Dr. Koreen Barreras-Brown, Chief Academic Officer
Subject: St. Helens School District IGA Approval
Policy: [Curriculum Development - IF](#)
Date: July 27, 2022

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:

St. Helens School District will reimburse Reynolds School District for payroll costs incurred from curriculum development activities in May 2022 associated with the development of safety training videos funded by ODE's CTE Revitalization Grant. As an intergovernmental agreement (IGA) this requires Board approval.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

There is no cost to Reynolds for this agreement.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommend the Board approves the IGA between St. Helens and Reynolds School Districts.

Motion:

- A. Motion Made by Board Member:
 - a. I move to approve the IGA between St. Helens and Reynolds School Districts.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**INTERGOVERNMENTAL AGREEMENT
(IGA)**

This Intergovernmental Agreement (IGA) is entered into, by and between Columbia County School District #502 (dba St. Helens School District #502), Columbia County, Oregon (District) and Reynolds School District, Multnomah County, Oregon (RSD).

WHEREAS ORS Chapter 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

The District will reimburse RSD for fully-loaded payroll costs associated with curriculum development activities associated with the development of Safety Training Videos funded by Oregon Department of Education's CTE Revitalization grant in accordance with Attachment A and with the requirements set forth herein;

1. Superseding Effect: There are no covenants, promises, agreements, conditions or understandings between the Parties, oral or written, other than those contained in this Agreement. All attachments hereto together constitute the entire Agreement between the Parties listed in order of precedence: 1) Amendment to this District IGA; 2) District IGA; 3) Attachment A - Statement of Work
2. The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
3. Each party shall comply with all applicable federal, state and local laws, rules and regulations concerning non-discrimination in employment based on race, color, gender, ancestry, national origin, religion, sexual orientation, marital status, age, medical condition or disability.
4. To the extent applicable, the provisions of ORS 279A.220 through ORS 279A.235 and ORS 279C.800 through 279C.870 are incorporated by this reference as though fully set forth herein.
5. Each party is an independent contractor with regard to all other party(s) and agrees that the performing party alone has control over the work and the manner in which it is performed. No party is an agent or employee of any other party.
6. No party or its employees are entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
7. This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days' notice of intent to terminate to the other party(s).
8. Modifications to this Agreement are valid only if made in writing and signed by all parties.
9. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

10. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
11. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
12. Each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.
13. This writing is intended both as the final express of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED

JURISDICTION DATA AND SIGNATURE

Reynolds School District

1204 NE 201st Ave.
Fairview, OR 97024

I have read this Agreement including the Attachment(s), if any. 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.

Signature	Title
Name (please print)	Date
Email	Phone

ST. HELENS SCHOOL DISTRICT SIGNATURE

 6-14-22
Administrator Signature and Date


Title

 6-16-22
Business Office Signature and Date

Business Manager
Title

ATTACHMENT A

Term of Agreement and Renewal

The initial Agreement term shall be in effect retroactively on May 1, 2022 upon full execution of the Agreement through June 30, 2023 unless terminated or extended in writing by either party. The end of this Agreement shall not extinguish or prejudice the District's right to enforce this Agreement with respect to any breach of a Provider warranty or any default or defect in Provider performance that has not been remedied.

Statement of Work

The District will provide reimbursement to RSD for fully-loaded payroll costs associated with curriculum development activities associated with the development of Safety Training Videos funded by Oregon Department of Education's CTE Revitalization grant:

St. Helens School District's Responsibilities:

- a) Provide calendar of meeting/collaboration dates.
- b) Provide maximum amount of hours eligible for reimbursement to committee members.
- c) Upon receipt of invoice and back up, remit reimbursement to RSD within 15 days.

Reynolds School District's Responsibilities:

- a) Pay employee according to it's regular payroll calendar according to the member's contract terms and conditions.
- b) Furnish a current W-9 to ap@sthelens.k12.or.us
- c) Remit an invoice and a copy of the supporting payroll journal to the District by the following dates:
 - For payroll incurred through June 30, 2022 >> Invoice by July 31, 2022
 - For payroll incurred through June 30, 2023 >> Invoice within 45 calendar days of last payment. The District may invoice more frequently should it choose to.

Invoice for Services

The District shall pay net 15 days after receipt of invoice for Services. Invoice(s) shall be submitted to:

St. Helens School District
ATTN: Accounts Payable
474 N. 16th St.
St. Helens, OR 97051

Alternatively, invoices and supporting paperwork may be e-mailed to ap@sthelens.k12.or.us



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, Deputy Superintendent
Prepared by: Deb Miller, Director of Special Education

Subject: Intergovernmental Agreement 2223021 with David Douglas School District for Multnomah Early Childhood Program classroom space for School Year 2022-2023

Policy: [Special Education – IGBAE](#)

Date: July 27, 2022

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 between David Douglas School District (DDSD) and Reynolds School District (RSD) to set forth the responsibilities of the parties in the Multnomah Early Childhood Program (MECP). RSD will provide classroom space, at no cost, for the MECP/DDSD Peer Preschool Program at mutually agreed upon elementary schools in RSD. These programs serve preschool students from the Reynolds School District Community and provide additional Special Education Services when needed.

Staff is requesting Board authorization to enter into an Intergovernmental Agreement (IGA) with the David Douglas School District.

Previous Board Action:

The Board previously authorized an IGA with David Douglas School District to allow RSD to provide classroom space for MECP in June of 2020.

Background:

David Douglas School District has historically used classroom space in various elementary schools to provide preschool services. Currently, there is space provided at Sweetbriar Elementary. The most recent IGA ended June 30, 2022.

Financial Implications:

The 2022-23 Budget includes the appropriations for the expense created by this agreement.

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

Alternatives:

Reynolds School District could provide a preschool program 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 service of providing classroom space for the Multnomah Early Childhood Program on behalf of families in the Reynolds School District for school year 2022-2023.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the IGA with David Douglas School District for the service of providing classroom space for the Multnomah Early Childhood Program on behalf of families in the Reynolds School District for school year 2022-2023.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



DDSD Contract ID#	2223021
Contractor Contract ID#	

INTERGOVERNMENTAL AGREEMENT (IGA)
between
David Douglas School District No. 40
and
Reynolds School District No. 7

This Intergovernmental Agreement is between **DAVID DOUGLAS SCHOOL DISTRICT NO. 40**, a public school district of the State of Oregon (“DDSD”) and **REYNOLDS SCHOOL DISTRICT NO. 7**, a public school district of the State of Oregon (“RSD”), collectively, “the Parties”, pursuant to authority granted in ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2022 through June 30, 2024.

Scope of Work. This Agreement is to provide classroom space as described in Exhibit 1. The Parties shall perform the work described in Exhibit 1.

Payment for Work. There shall be no compensation to or by either party for services under this Agreement.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence:

- 1 - This Intergovernmental Agreement document,
- 2 - Exhibit 1 – Scope of Work,
- 3 - Exhibit 2 – Classroom Space Requirements, and
- 4 - Exhibit 3 – 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.
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.
 - b. **For Convenience upon 60 days written notice.** Either party may terminate the Agreement for convenience upon 60 calendar days written notice, except that if the services provided under the contract relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date the individualized education program team determines that the student's placement will be changed unless prohibited by law. Termination shall not prejudice any right or obligation of the parties already accrued under the Agreement prior to the effective date of termination.
 - c. **Breach.** Either party may terminate this Agreement in the event of a material breach by the other party. To be effective, the party seeking termination must give the other party written notice of the material breach, what actions the party seeking termination wants the other party to take/complete in order to cure the material breach, and of its intent to terminate if the material breach is not cured within 15 calendar days. The breaching party shall give the non-breaching party written notice of the actions it took/takes to cure the material breach before the 15 calendar days to cure expires. If the breaching party does not entirely cure the material breach within 15 calendar days from the date of the notice from the non-breaching party, this Agreement shall automatically terminate, unless the parties mutually agree in writing to extend the timeline to cure.
 - d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party under the terms of this Agreement. DDSD shall not be liable for indirect or consequential damages arising or resulting from early termination of this Agreement.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
 5. **Ownership of Work.** Parties agree that all work products created by the parties as part of the performance of this Agreement, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the party creating the work product.
 6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party.
 7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement.
 8. **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 contract meets all the State of Oregon's and DDSD's criminal background check requirements. 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.

9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions to negligence of its own officers, employees or agents.
11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. RSD AGREES TO THE JURISDICTION OF THESE COURTS.
12. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
13. **Waiver, Severability.** The Parties agree that waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
14. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
15. **Performance audit.** DDSD will conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understandings of this Agreement are met.
16. **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.

DDSD Contract ID#	2223021
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David Douglas School District

Attn: Patt Komar
11300 NE Halsey St.
Portland, OR 97220
(503) 261-8211
patt_komar@ddsd40.org

Reynolds School District

Attn:
1204 NE 201st Ave.
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.

Patt Komar
Director of Administrative Services

Date

Date

EXHIBIT 1

SCOPE OF WORK

The purpose of this agreement is to set forth the responsibilities of the Parties in the providing classroom space for serving children with disabilities and community peers, 3 to 5 years of age, in Reynolds Public School District's boundaries. Each of the Parties has complimentary responsibilities as providers of service of the Peer Preschool Program.

I. Responsibilities of the Parties:

A. Referral to Multnomah Early Childhood Program – DDSD (MECP/DDSD) Peer Preschool

1. MECP/DDSD will:

- a. Provide information to the RSD regarding referral to the MECP/DDSD Peer Preschool Program.
- b. Serve as the designated referral agency for children who attend the MECP/DDSD Peer Preschool Program.
- c. Provide Peer Preschool enrollment Packets to the RSD prior to the beginning of school each year. Peer packets include applications for free and reduced preschool tuition.
- d. Coordinate registration of community peers with the RSD and front office staff at each elementary school site.

2. RSD will:

- a. Refer interested parents to the MECP/DDSD Peer Preschool Program by forwarding all calls to the MECP/DDSD Early Childhood Program office.
- b. Refer families of children attending the K-12 program that have younger children to the MECP/DDSD Peer Preschool Program.

B. Provision of MECP/DDSD Peer Preschool Program

1. MECP/DDSD will:

- a. Provide a licensed, qualified teacher to provide preschool educational services. Provide two educational assistants to work in the Peer Preschool Program.
 - (1) Provide a program calendar of when the program operates to the RSD prior to the beginning of school each year.
 - (2) Provide morning and afternoon preschool sessions for community peers and children receiving services for Early Childhood Special

Education.

- (3) Collect all preschool registrations and tuitions.
 - (4) Use peer tuition to purchase classroom furniture, materials, and offset staffing costs.
- b. Provide supervision of the classroom staff and students assigned to each RSD classroom.
 - c. Provide administrative staff to work with elementary administrative staff and RSD staff to coordinate the program at each site.
 - d. Coordinate classroom visitations for RSD staff to observe children enrolled who will be entering kindergarten in the RSD the following fall.
 - e. Arrange workshops, as requested by the RSD, for parent groups and/or staff regarding general early childhood development and early childhood special education services.
2. RSD will:
- a. Provide classrooms, at no cost, for the MECP/DDSD Peer Preschool Program at mutually agreed upon elementary schools in the RSD.
 - b. Designate the building principal as the RSD contact for communicating issues that may emerge within the building.
 - c. Designate a RSD facilities representative as the contact for classroom and school environment repairs and maintenance to reduce hazards and ensure safety of children and staff working at the site. RSD is responsible for arranging, coordinating, paying for, and obtaining such repairs.

C. Facilities:

1. MECP/DDSD will:
- a. Facilitate a safety walk-through with the MECP/DDSD Facilities Coordinator, MECP/DDSD's Early Childhood Coordinator, and the RSD Facilities representative to complete an onsite visitation of potential classroom locations. This walk-through is to assist the Parties in developing the list of mutually agreed upon classrooms as discussed below in Section (E)(8) of this Agreement.
 - b. Communicate the space requirements of each classroom to the RSD. See Exhibit 2, which lists classroom space requirements.
 - c. Provide furniture and all materials for use in MECP/DDSD Peer Preschool classroom.
 - d. Leave any items, which become attached to the building (coat racks, whiteboards, etc.) when moving out of the classroom.

- e. Contact RSD regarding any repairs and/or maintenance needed in the classroom or the school environment to reduce hazards and ensure safety at the site. RSD is responsible for arranging, coordinating, paying for, and obtaining such repairs. MECP/DDSD will reimburse RSD for damage caused by MECP/DDSD.
 - f. Seek RSD's written pre-approval for any additions and/or modifications in the classroom or the school environment that are needed exclusively for the Peer Preschool Program. RSD will arrange, coordinate, and obtain such additions and/or modifications. MECP/DDSD shall reimburse RSD for the actual cost of any additions and/or modifications MECP/DDSD requests pursuant to this paragraph.
 - g. Pay for MECP/DDSD staffing costs to pack and unpack equipment and materials associated with relocations of classrooms.
2. RSD will:
- b. Participate in onsite visitations (including the visitation described above in Section (C)(1)(a)) to determine appropriate classroom locations and develop the list of mutually agreed upon classrooms as discussed in Section (E)(8) of this Agreement.
 - c. Ensure classroom(s) meet the requirements listed in Exhibit 2 when considering initial locations and relocations of MECP/DDSD classrooms. MECP/DDSD's Special Education Assistant Director shall determine whether a classroom meets the requirements in Exhibit 2.
 - d. Notify MECP/DDSD of any classroom relocations by April 1 of each year.
 - e. Pay moving expenses associated with relocation of classroom(s), such as transportation of furniture, equipment, and materials, telephone and technology charges, etc.
 - f. Provide at RSD's expense the same services to the classroom(s) as other classrooms within the school, including but not limited to the following services: Custodial, Internet, Telephone, Heat, Water, Maintenance, etc.
 - g. Designate a RSD facilities representative as the contact for classroom and school environment repairs and maintenance to reduce hazards and ensure safety of children and staff working at the site.
 - h. RSD guarantees all classrooms named on the list of mutually agreed upon classrooms discussed in Section (E)(8) below will be available to MECP/DDSD the period of July 1 through June 30 following the April 1 meeting to develop the list. The list of mutually agreed upon classrooms will be attached to this Agreement as an addendum.

- i. Relocate MECP/DDSD to another classroom if any classroom MECP/DDSD is using pursuant to this Agreement becomes unusable for any reason.
- j. Provide the Peer Preschool Program with reasonable access to common areas, such as restrooms, cafeterias, gymnasiums, playgrounds, etc.

D. Records Management and Communication

1. MECP/DDSD will:
 - a. Maintain the record for each preschool child enrolled.
 - b. Provide the RSD monthly lists of children enrolled at the school site upon request.
 - c. Document contact with parents and provide that information to the RSD upon request.
2. RSD will:
 - a. Provide copies of any pertinent information for educational planning to MECP/DDSD.
 - b. Notify MECP/DDSD Peer Preschool Program staff of emergency procedures for the site, and include them in any meetings where communication of safety policies and procedures are discussed.
 - c. Communicate emergency situations and the expected response to the MECP/DDSD Peer Preschool Program staff so appropriate procedures can be followed ensuring the safety of students.

E. Joint Responsibilities

1. MECP/DDSD and RSD will provide mutual involvement and cooperation in the planning and coordination of services for preschool children.
2. MECP/DDSD and RSD will avoid duplication of services, whenever possible, by coordinating efforts, sharing resources and pertinent information, and preventing duplication of documentation.
3. MECP/DDSD and RSD may arrange a meeting at any time if either program feels staffing and program needs have changed.
4. MECP/DDSD and RSD will comply with laws and policies related to the confidentiality of information gathered about families and children.
5. MECP/DDSD and RSD will share copies of each agency's program operating procedures.
6. MECP/DDSD and RSD will coordinate their work with families.
7. MECP/DDSD and RSD will provide services in good faith. If a concern arises, parties will agree to hire an outside mediator with each party splitting the

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expense equally.

8. MECP/DDSD and RSD will meet on or before April 1 thereafter, to develop a list of mutually agreed upon classrooms that meet the requirements in Exhibit 2 and will be available to MECP/DDSD from July 1 through June 30.

**EXHIBIT 2
CLASSROOM SPACE REQUIREMENTS**

- 1) Classroom minimum 900 square feet.
- 2) Storage- minimum 300 square feet (for adaptive equipment- wheelchairs, prone standers, adapted tables, adapted bikes, etc.) recreational equipment.
- 3) Classrooms with 1 to 2 sinks.
- 4) Classrooms that have easy access to transportation drop-offs and pick-ups.
- 5) Classrooms that have wheelchair accessibility.
- 6) Classrooms that meet safety standards and pass fire codes when inspected by the Fire Department (early childhood requires ground level and 2 exits for evacuation).
- 7) Classrooms that have access to the “general population” of students for inclusion purposes per student individual education plans.
- 8) Classrooms located near school restrooms, cafeterias and gyms.
- 9) Outdoor activity/play area, which children/students can access safely.
- 10) Outdoor activity/playground area meets state safety standards (fall zones, surfaces, etc).

**EXHIBIT 3
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 (See Exhibit 4).

THIS COVERAGE IS 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 \$500,000, \$1,000,000, \$3,000,000. This insurance must include contractual liability coverage.

Required by DDSD

Not required by DDSD

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 DDSD

Not required by DDSD

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 the DDSD prior to Contract execution. RSD 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 to the DDSD. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the 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 the DDSD receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the DDSD.

In Lieu of Insurance. In lieu of the insurance policies required by this Section, RSD may provide coverage through self-insurance or a self-insured retention plus insurance. If RSD elects to provide such coverage, it must do so in an amount and with coverage at least equal to the requirements of this Section in a form acceptable to the District. RSD shall provide proof of self-insurance to DDSD before this Contract takes effect and thereafter upon request by the District. RSD shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the coverage without 30 days' written notice from the RSD to the DDSD.



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, Deputy Superintendent

Prepared by: Deb Miller, Director of Special Education

Subject: Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional, Deaf & Hard of Hearing Classrooms

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

Date: July 27, 2022

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 Deaf and Hard of Hearing Program provides educational services to Reynolds School District for students who are deaf and hard of hearing. The previous contract covered services from August 24, 2021 through June 30, 2022.

The proposed agreement runs from August 24, 2022, through June 30, 2023.

Previous Board Action:

The Board previously authorized an IGA with Portland Public Schools on behalf of Columbia Regional Program for Deaf and Hard of Hearing students in August of 2021.

Background:

The Columbia Regional Program has historically provided Deaf and Hard of Hearing services to the Reynolds School District. In 2021-22, six (6) Reynolds School District students received Deaf and Hard of Hearing services through the Columbia Regional Program. Reynolds School District students served under this IGA required a level of support only Columbia Regional Program can provide at the present time.

Financial Implications:

The 2022-23 Budget includes allocation of Deaf and Hard of Hearing funds. Total calculated cost for the proposed agreement is 186,515.00.

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

Alternatives:

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

Staff Recommendation:

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

Motion:

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



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

Contract No. IGA/R_____

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

This Intergovernmental Agreement ("Contract") is between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Inclusive Services and Reynolds School District ("Agency") pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: Reynolds School District
Agency Contact Person: Deb Miller
Address: 1204 NE 201st AVE
City, State, ZIP: Fairview, OR 97024-2499
Telephone: 503-661-7200x3216
Email: dgmiller@rsd7.net

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

TERMS AND CONDITIONS

- 1. Term and Termination. This Contract becomes effective on August 30, 2022. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2023.
2. Early Termination. Unless otherwise specified herein, this Contract may be terminated as follows:
a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.
b. Unilateral: Either party may terminate this Contract upon providing 60 days' written notice to the other party.
3. Contract Documents. This Contract consists of
a. [] these Terms and Conditions only.
OR
b. [x] these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:
Exhibit A (Statement of Work) (Only if box 3.b checked)
Exhibit B (Projected list of students)
Exhibit C (Calendar)
4. Statement of Work. District shall perform the work described in Exhibit A.
5. Maximum Total Payment; Invoices. No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of \$186,515.00 for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance,

invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
7. **Subcontracts; Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.
8. **Records Maintenance; Access to Records.** Both parties shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings (collectively, "Documents") for a minimum of six years, or any longer period that may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.
9. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Agency shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Agency is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Agency is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Agency in the performance of this Contract must be used only for the purposes identified in this Contract.
10. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts, licensures, business registrations, and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
11. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District agrees that it shall indemnify and hold harmless Agency against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Columbia or District's agents, employees, or assigns, in the execution or performance of this Contract.

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

12. **Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon. If providing any services under this Contract, then at all times Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

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

- 15. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 16. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 17. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

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

AGENCY

DISTRICT

Signature

Emily Courtnage
Director, Purchasing & Contracting

Danna Diaz, Superintendent

Printed Name and Title

Date

Date

RSD Legal Approved: 6/28/2022
Account Code:

COLUMBIA REGIONAL CONTACT:

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

TIN: 93-6000830

**EXHIBIT A
STATEMENT OF WORK AND PAYMENT**

DUTIES

1. Columbia Regional Program (Columbia) shall:

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

2. Agency shall

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

PAYMENT and INVOICES

- 1. Payment under this Contract is based upon anticipated services requested by Agency for August 24, 2022 through June 30, 2023. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis.

Reynolds School District, 186,515.00

Agency has requested the following services with associated billing rates based on the following annual fee(s):

- 1 \$35,000 for Columbia DHH classroom & interpreter services, K – 5th grade students
- 3 \$50,505 for Columbia DHH classroom & interpreter services, middle school students
- \$72,350 for a full interpreter for student fully mainstreamed in general education
- \$58,675. for a full-time 1:1 paraeducator for student fully mainstreamed in general education

As Requested Interpreters available for extra-curricular activities at \$75./hour

3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:
 - November 2022: For enrollment August 24, 2022 through November 4, 2022
 - February 2023: For enrollment November 7, 2021 through January 27, 2023
 - April 2023: For enrollment January 30, 2023 through April 7, 2023
 - June 30, 2023: Final payment due for enrollment April 10, 2023 through June 30, 2023

4. Columbia Regional Program shall mail invoices to the person and address listed below:

Attention: Deb Miller, SpEd Director
 Reynolds School District
 1204 NE 201st AVE
 Fairview, OR 97024-2499

5. Agency shall pay Columbia net 30 days, mailing payments to the address below:

Zebariah Petterborg
 Grant Accounting
 Portland Public Schools
 P.O. Box 3107
 Portland, OR 97208-3107

Reynolds School District, 186,515.00



2022-23 District Calendar

JULY 2022				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST 2022				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER 2022				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER 2022				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER 2022				
M	T	W	T	F
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7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER 2022				
M	T	W	T	F
			1	2
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12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY 2023				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY 2023				
M	T	W	T	F
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6	7	8	9	10
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20	21	22	23	24
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MARCH 2023				
M	T	W	T	F
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL 2023				
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY 2023				
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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE 2023				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

	Schools closed due to holiday or break period		High school transfer deadline
	First/last day of school for students: 1st Grade Ramp Up Sep. 1-2		End of quarter
	Day/evening conferences (no school for students)		Teacher Professional Development/planning day (no school for students); Planning days always occur after the end of a quarter
	Statewide inservice (no school for students)		Possible snow make-up day
	Kindergarten first day: Kindergarten Ramp Up Aug 30 - Sep 2; K Students attend 1 day between Aug. 30 - Sep. 2 in small groups		Pre-Kindergarten/Head Start first day
	Mid-Term Progress Reports		Staff Meetings
	New Educator Orientation		Additional Professional Development Day(s) for Designated CSI & TSI Schools: 9/23, 10/14, & 2/17; Teachers from non-CSI/TSI schools are invited to participate in PD on these dates on a voluntary basis

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Assistant Superintendent of District Operations
Hank Bauer, Administrative Analyst to the Assistant Superintendent of Student & Family Services

Subject: Sexual Harassment (JBA/GBN) – First Reading

Policy: [Adoption and Revision of Policies – BFC](#)

Date: July 27, 2022

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:

Maintaining effective, clearly-written policy is a responsibility of the Board. This is a first reading of policies that need to be updated. The board may adopt policies at the second reading; or if further revisions are required, the board can adopt after a third reading.

Previous Board Action:

Board policies that are being reviewed were all originally revised by previous Boards.

Background:

In partnership with Oregon School Boards Association (OSBA), the Reynolds School District Board Policies Committee has started with Board Policies section J for updating during the full-desk re-write process. Policy JBA/GBN, Sexual Harassment was identified as a policy that has several legal requirements both in Oregon and Federally that needed to be updated to reflect the new legal requirements.

The new changes in Board Policy, JBA/GBN are required by the Board to implement in order to stay in compliance with state and federal laws.

Financial Implications:

Not Applicable

Alternatives:

The alternative is to retain the current board policies.

Staff Recommendation:

Staff recommends adoption of the updated policy.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the updated policy JBA_GBN as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Code: JBA/GBN
Adopted: 6/09/10
Revised/Readopted: 10/14/10; 9/10/14; 10/11/17
Orig. Code: JBA/GBN

Sexual Harassment

(Version 1)

(The new version (2) includes Title IX regulations and revised Oregon statute published in 2019)

The board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, staff or third parties by other students, staff, board members or third parties. “Third parties” include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events. “District” includes district facilities, district premises and nondistrict property if the student or employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events, where students are under the control of the district or where the employee is engaged in district business. The prohibition also includes off duty conduct which is compatible with district job responsibilities.

Sexual harassment of students, staff or third parties shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
2. Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student or employment or assignment of staff;
3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student’s educational performance or with an employee’s ability to perform his/her job; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature, displaying or distributing of sexually explicit drawings, pictures and written materials, sexual gestures or obscene jokes, touching oneself sexually or talking about one’s sexuality in front of others or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee or third parties who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the principal, compliance officer or superintendent, who has overall responsibility for all investigations. A student may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official. The student and the student’s parents or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy shall be contained in the student and staff handbooks. Procedures shall be available in the policy manual, available in all schools or on the districts website. The district’s policy shall be posted in all schools. Such posting shall be by a sign of at least 8-1/2 inches by 11 inches.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

Corrected 6/01/22

D

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T

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Code: JBA/GBN-AR
Revised/Reviewed: 6/09/10; 10/14/10; 10/11/17
Orig. Code: JBA/GBN-AR

Sexual Harassment Complaint Procedure

Principals, the compliance officer and the superintendent have responsibility for investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (complaints, rumors, etc.) shall be presented to the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

Complaints against the superintendent should be referred to the board chair on behalf of the board.

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation. They will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The district official(s) conducting the investigation shall notify the complainant in writing when the investigation is concluded. The parties will have an opportunity to submit evidence and a list of witnesses.

The date and details of notification to the complainant, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If a complainant is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 4 If a complainant is not satisfied with the decision at Step 3, they may submit a written appeal to the board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries. Direct complaints

related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099. Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

Complaints against the superintendent should be referred to the board chair on behalf of the board. The board chair shall present the complaint to the board. If the board decides an investigation is warranted, the board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the board. After receiving the results of the investigation, the board shall decide in open session what action, if any, is warranted.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse. In the event the superintendent is the subject of the investigation, reports, when required, shall be made by the deputy clerk.

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SEXUAL HARASSMENT COMPLAINT FORM

D
Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

E
Date and place of incident or incidents: _____

Description of misconduct: _____

L
Name of witnesses (if any): _____

E
Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

T
I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

F

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Corrected 6/01/22

Sexual Harassment (Version 2)

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

conduct is not the product of sexual intent or a person finding another person, or another person’s action, offensive because of that other person’s sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Dr. Christopher Ortiz</u>	<u>Asst Superintendent of Student & Family Services</u>	<u>503-661-7200 x3223</u>	<u>ckortiz@rsd7.net</u>
<u>Lavell Wood</u>	<u>Principal – Alder Elem.</u>	<u>503-491-2722 x4840</u>	<u>lwood@rsd7.net</u>
<u>Ashley Davis</u>	<u>Principal – Davis Elem.</u>	<u>503-665-9193 x1640</u>	<u>adavis@rsd7.net</u>
<u>Lisa McDonald</u>	<u>Principal – Fairview Elem.</u>	<u>503-667-2954 x4140</u>	<u>lmcdonald@rsd7.net</u>
<u>Claudia Ramos-Tetz</u>	<u>Principal – Glenfair Elem.</u>	<u>503-491-2720 x4940</u>	<u>cramos-tetz@rsd7.net</u>
<u>Jeff Pond</u>	<u>Principal – Hartley Elem.</u>	<u>503-665-0134 x1440</u>	<u>jpond@rsd7.net</u>
<u>Natasha Jackson</u>	<u>Principal – Margaret Scott</u>	<u>503-491-2721 x4440</u>	<u>njackson@rsd7.net</u>
<u>Shelley Walker</u>	<u>Principal – Salish Ponds</u>	<u>503-492-7260 x3040</u>	<u>swalker@rsd7.net</u>
<u>Marie Marianiello</u>	<u>Principal – Sweetbriar</u>	<u>503-666-9441 x2130</u>	<u>mmarianiello@rsd7.net</u>
<u>Kirsten Letofsky</u>	<u>Principal – Troutdale</u>	<u>503-665-4182 x2211</u>	<u>kletofsky@rsd7.net</u>
<u>Adam Swientek</u>	<u>Principal – Wilkes Elem.</u>	<u>503-491-2724 x4643</u>	<u>aswientek@rsd7.net</u>
<u>Rob Robinson</u>	<u>Principal – Woodland</u>	<u>503-674-8188 x1540</u>	<u>rrobinson@rsd7.net</u>
<u>Danielle Heikkila</u>	<u>Principal – H.B. Lee Mid.</u>	<u>503-491-2723 x4040</u>	<u>dheikkila@rsd7.net</u>
<u>Sara Idle</u>	<u>Principal – Reynolds Mid.</u>	<u>503-665-8166 x3421</u>	<u>sidle@rsd7.net</u>
<u>Tanya Pruett</u>	<u>Principal – Walt Morey</u>	<u>503-491-1935 x1708</u>	<u>tpruett@rsd7.net</u>
<u>Aaron Ferguson</u>	<u>Principal – Reynolds Learn</u>	<u>503-667-4673 x3430</u>	<u>aferguson@rsd7.net</u>
<u>Wade Bakley</u>	<u>Principal – Reynolds HS</u>	<u>503-667-3186 x1004</u>	<u>wbakley@rsd7.net</u>

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX Coordinator. *See* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Development of a student safety plan;
3. Removal of third parties engaged in sexual harassment;
4. Additional supervision in activities;
5. Additional controls for district electronic systems;

6. Trainings and education for staff and students; and
7. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person² who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and

² Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include³:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

³ Remember confidentiality laws when providing any information.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁴;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The Assistant Superintendent of Student & Family Services is designated as the Title IX Coordinator and can be contacted at 503-661-7200 x3223. The Title IX Coordinator will coordinate the district's efforts to

⁴ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

comply with its responsibilities related to this administrative regulation. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁵ The district shall treat complainants and respondents equitably by providing supportive measures⁶ to the complainant and by following a grievance procedure⁷ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁸

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.⁹ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and

⁵ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁶ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.⁶ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁷ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

⁸ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

⁹ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

No Retaliation

Neither the district or any person may retaliate¹⁰ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student and staff handbooks and on the school and district websites. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

Corrected 6/01/22

¹⁰ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.



Code: JBA/GBN-AR(1)
Revised/Reviewed:

Oregon Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Dr. Christopher Ortiz</u>	<u>Asst Superintendent of Student & Family Services</u>	<u>503-661-7200 x3223</u>	<u>ckortiz@rsd7.net</u>
<u>Lavell Wood</u>	<u>Principal – Alder Elem.</u>	<u>503-491-2722 x4840</u>	<u>lwood@rsd7.net</u>
<u>Ashley Davis</u>	<u>Principal – Davis Elem.</u>	<u>503-665-9193 x1640</u>	<u>adavis@rsd7.net</u>
<u>Lisa McDonald</u>	<u>Principal – Fairview Elem.</u>	<u>503-667-2954 x4140</u>	<u>lmcDonald@rsd7.net</u>
<u>Claudia Ramos-Tetz</u>	<u>Principal – Glenfair Elem.</u>	<u>503-491-2720 x4940</u>	<u>cramos-tetz@rsd7.net</u>
<u>Jeff Pond</u>	<u>Principal – Hartley Elem.</u>	<u>503-665-0134 x1440</u>	<u>jpond@rsd7.net</u>
<u>Natasha Jackson</u>	<u>Principal – Margaret Scott</u>	<u>503-491-2721 x4440</u>	<u>njackson@rsd7.net</u>
<u>Shelley Walker</u>	<u>Principal – Salish Ponds</u>	<u>503-492-7260 x3040</u>	<u>swalker@rsd7.net</u>
<u>Marie Marianiello</u>	<u>Principal – Sweetbriar</u>	<u>503-666-9441 x2130</u>	<u>mmarianiello@rsd7.net</u>
<u>Kirsten Letofsky</u>	<u>Principal – Troutdale</u>	<u>503-665-4182 x2211</u>	<u>kletofsky@rsd7.net</u>
<u>Adam Swientek</u>	<u>Principal – Wilkes Elem.</u>	<u>503-491-2724 x4643</u>	<u>aswientek@rsd7.net</u>
<u>Rob Robinson</u>	<u>Principal – Woodland</u>	<u>503-674-8188 x1540</u>	<u>rrobinson@rsd7.net</u>
<u>Danielle Heikkila</u>	<u>Principal – H.B. Lee Mid.</u>	<u>503-491-2723 x4040</u>	<u>dheikkila@rsd7.net</u>
<u>Sara Idle</u>	<u>Principal – Reynolds Mid.</u>	<u>503-665-8166 x3421</u>	<u>sidle@rsd7.net</u>
<u>Tanya Pruett</u>	<u>Principal – Walt Morey</u>	<u>503-491-1935 x1708</u>	<u>tpruett@rsd7.net</u>
<u>Aaron Ferguson</u>	<u>Principal – Reynolds Learn</u>	<u>503-667-4673 x3430</u>	<u>aferguson@rsd7.net</u>
<u>Wade Bakley</u>	<u>Principal – Reynolds HS</u>	<u>503-667-3186 x1004</u>	<u>wbakley@rsd7.net</u>

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy JBA/GBN - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy JBA/GBN - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 10 days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final¹.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is

¹ If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 30 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 30 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Corrected 6/01/22

E

D



Code: JBA/GBN-AR(2)
Adopted:

Federal Law (Title IX) Sexual Harassment Complaint Procedure

Additional Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.¹

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent² and requesting that the district investigate the allegation of sexual harassment.³

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.⁴ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties⁵ written notice of the following:

1. Notice of the district’s grievance process, including any informal resolution process.

¹ This standard is not met when the only official with knowledge is the respondent.

² “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

³ A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

⁴ Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

⁵ Parties include the complainant and the respondent, if known.

2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details⁶ known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

Investigation

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.⁷
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.⁸ The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

⁶ Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

⁷ The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

⁸ In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.⁹ Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions¹⁰ that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Determination of Responsibility

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

⁹ This includes the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

¹⁰ Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

The standard to be used for formal complaints in determining whether a violation has occurred is the preponderance of the evidence¹¹ standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the district’s code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions the district imposes on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
6. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Remedies

The Title IX Coordinator is responsible for effective implementation of any remedies and/or supportive measures.

The disciplinary sanctions¹² may include:

1. Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;

¹¹ A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

¹² Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.¹³

Supportive measures **may** include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Dismissal of a Formal Complaint

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;
2. Did not occur in the district's education program or activity¹⁴; or
3. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled or employed by the district; or
3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.

Consolidation of Complaints

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

¹³ It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

¹⁴ Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. (Title 34 C.F.R. §106.44(a))

1. Provides written notice to the parties disclosing:
 - a. The allegations;
 - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Appeals

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within 10 working days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

When an appeal is filed, the district must:

1. Notify the other party in writing;
2. Implement appeal procedures equally for both parties;
3. Ensure the decision-maker(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Timelines

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility): 90 days;

2. Appeals (from receipt of appeal): 60 days;

3. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause¹⁵ with written notice to the parties.

Records

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).¹⁶

Training

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.

Corrected 6/01/22

¹⁵ Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

¹⁶ This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.



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, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Deputy Superintendent

Subject: Approval of Intergovernmental Agreement (IGA) with Multnomah County Sheriff’s Office(MCSO) for School Resource Deputies (SRD)

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

Date: July 27, 2022

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 is seeking Board approval to enter into a new intergovernmental agreement (IGA) with Multnomah County Sheriff’s Office (MCSO) for School Resource Deputies (SRDs), commonly called School Resource Officers (SROs) for Reynolds High School, Reynolds Middle School, Walt Morey Middle School, and HB Lee Middle School.

Previous Board Action:

The Board previously approved IGAs with MCSO on December 12, 2018 and the City of Gresham on August 28, 2019 for SRD/SRO services. The Board previously asked for more information related to the impact of contracting for School Resource Deputies. Additionally, the Board requested that the District conduct a larger survey. The District completed both tasks and reported to the Board at the October 13, 2021 Board Work Session.

Background:

Reynolds School District has contracted with MCSO for SRD services at Reynolds Middle School, Walt Morey Middle School, and Reynold High School since 2013 and the City of Gresham Police Department for HB Lee Middle School since 2007.

The City of Gresham Police Department communicated that, in school year 2022-2023, they will not be able to provide an SRD for HB Lee Middle School.

Student Resource Deputies are local law enforcement agents who are assigned to work in schools in order to support the safety of students, staff, and the community. SRDs are not involved in student discipline as those matters are addressed solely by district administrators. SRDs also act as liaisons to the local emergency management system, which assists with the prioritization of district emergencies.

District staff have engaged MCSO in an interactive process in which the data gained from the 2021-22 stakeholder survey regarding SRDs as well as requests from the Board. Negotiations included input from MCSO's Equity and Inclusion Manager.

Financial Implications:

The estimated cost annually is \$599,556.

Alternatives:

School Resource Deputies would not be provided to support safety and security at the secondary schools.

Staff Recommendation:

Staff recommends that the Board approve a new intergovernmental agreement with Multnomah County Sherriff's Office for Student Resource Deputies.

Motion:

- A. Motion Made by Board Member:
 - a. I move the Board approve the intergovernmental agreement with Multnomah County Sherriff's Office for School Resource Deputies.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT SCHOOL RESOURCE DEPUTY

This is an Intergovernmental Agreement between Reynolds School District (District) and Multnomah County (County), by and through the Multnomah County Sheriff's Office (MCSO) entered into under the authority granted under ORS § 190.010.

PURPOSE:

The purpose of this agreement is for MCSO to provide deputies to perform the duties of School Resource Deputies (SRD) for the District.

The Reynolds District SRDs are the liaison between schools, law enforcement, and social services. SRDs work toward offering resources to reduce risk to children and their families and to enhance educational opportunities by addressing the various barriers children and families may encounter. SRDs also perform outreach to vulnerable and underrepresented students and their families, and are often the first necessary step toward intervention and referral. In addition to outreach, SRDs ensure frontline emergency response if a violent, active threat is present, provide criminal investigative services including assisting with threat assessments when necessary, and intervene in dire situations, including child abuse and exploitation. SRDs not only become a stabilizing influence for youth, but in many cases SRDs act as role models promoting positive relationships for those they encounter daily. Participating in daily and after school activities, SRDs have the opportunity to engage with students and families in a fun, less formal environment that strengthens relationships.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from July 1, 2022 to June 30, 2025. This agreement may be renewed for an additional term of 3 years by mutual written agreement of both parties.
2. **RESPONSIBILITIES OF DISTRICT.** District agrees to pay for nine months of salary and benefits, excluding non-related District overtime, as set forth in Exhibit-1 for the SRDs assigned to District. In addition, District will provide office space and office furniture for the SRDs. District will pay the MCSO on a quarterly basis, for the nine-month period.
3. **RESPONSIBILITIES OF GOVERNMENT CONTRACTOR.** MCSO agrees that SRDs will respond to all District schools within MCSO's patrol jurisdiction. The assignment location shall be mutually agreed upon by MCSO and the District. It will be the responsibility of the MCSO to pay for three months of salary and benefits for the deputies assigned under this agreement. MCSO will provide 1-4 deputies, dependent on current staffing levels. In addition, the MCSO will provide assigned deputies with a computer and printer, if a printer is needed. MCSO will also provide a vehicle, pay for vehicle maintenance and repairs and all equipment needed for the assigned deputies. MCSO will also provide the training needed for the deputies to maintain their certification.
 - a. **CONFIDENTIALITY.** County shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that County may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must be in compliance

with the re-disclosure laws of FERPA (20 U.S.C. § 1232g; 34 C.F.R. §99). The MCSO will ensure that the deputies will maintain confidentiality with regard to information accessed from District student records database in accordance with applicable State and Federal Law and the MCSO's policy concerning release of such records in criminal case files.

- b. SCHEDULING AND COVERAGE.** SRDs will work a schedule consistent with MCSO's policies and procedures. Except as otherwise provided in this Agreement, during times when schools are in session, SRDs will devote their full shift to the school calendar day, except for required duties such as court appearances. For school-related events outside of normal business hours that the SRDs are requested to attend, District will pay for all overtime associated with those events. During the schools' summer vacation, spring break, holiday breaks, and on other days when the schools are not in session, and the SRDs are not involved in assigned school-related activities, the SRDs will be assigned to duties in the MCSO. In the event of an emergency, as determined by the MCSO, the SRDs may be required to perform general law enforcement duties. MCSO is not required to furnish substitute deputies on days when the regular SRD is absent due to authorized leave or training requirements; however, in the event of unstaffed absences greater than 3 days in a month, the District will only be billed for the first 3 days of absences.
- c. DEPUTY DUTIES.** The day-to-day operational and administrative control of the SRDs will be the responsibility of the MCSO and subject to the MCSO's policies and procedures. MCSO is solely responsible for the imposition of discipline or corrective action for the SRDs. The SRDs will collaborate with the building administrators (principal and assistant principal) to address situations as they arise in the building and to determine the most effective use of the SRD's time and expertise. SRDs may perform functions including, but not limited to, the following:
- i. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.
 - ii. Conduct or assist in the investigation of criminal offenses on campus.
 - iii. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, community responsibility for students, parents, and other groups associated with the schools.
 - iv. Assist in the coordination of efforts of other enforcement agencies on the campuses.
 - v. Provide visible presence on the campuses.
 - vi. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.
 - vii. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents through community engagement opportunities.
 - viii. SRDs will participate in any (equity and diversity and/or social emotional learning) training that the District and/or MCSO Equity Inclusion Unit schedules. Additional training will be provided in restorative processes, and trauma informed practices. The District will pay for all trainings required by the District.
 - ix. SRDs will track data, as requested by District, and as work load allows or per specific requests, and report as requested.
 - x. Additionally, the selection process for SRDs by the MCSO will ideally include the following preferred skills and characteristics:
 1. Be open to having conversations around the impacts of policing on BIPOC (Black, Indigenous and People of Color) communities

2. Possess the ability to adapt to a civil environment with progressive enforcement
3. Possess the ability to make decisions centering on vulnerable people at its core
4. Demonstrate commitment to, and understanding of, racial equity and how it applies to community policing

4. TERMINATION. This agreement may be terminated by either party upon 30 day's written notice.

5. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless District from and against all liability, loss and costs arising out of or resulting from the acts of County, 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 District shall indemnify, defend and hold harmless County 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 agreement.

6. INSURANCE. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS. Each party shall have access to the books, documents and records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT. Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. ADDITIONAL TERMS AND CONDITIONS.

a. RELATIONSHIP OF PARTIES. Neither party, nor the deputies, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors and/or omissions of its own deputies, employees and agents.,.

b. PAYMENT. MCSO will bill the District every three months the amounts shown in Exhibit-1 along with the actual Planned Leave used. Payment is to be made within 30 days. The address for billing and notification purposes is:

Payments to:
Multnomah County Sheriff's Office
Attn: Fiscal Unit
501 SE Hawthorne Blvd, Ste. 350
Portland, OR 97214

Invoices to:
Accounts Payable
1204 NE 201st Ave
Fairview, OR. 97024
Email: ap@rsd7.net

- d. **ANNUAL COST ESCALATOR.** The agreement shall be adjusted on an annual basis for the actual cost of the deputies assigned for the coming year. Exhibit-1 will be updated with these numbers annually by MCSO.

12. THIS IS THE ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

By: _____

Date Signed: _____

Authorized Representative Signature of Multnomah County Sheriff's Office

By: _____

Date Signed: _____

Authorized Representative Signature of RSD

Exhibit 1
Fiscal Year 2023 Costs Per Deputy
Including Benefits

		Annual Cost	9 Months Cost
Deputy Sheriff	Nicholas D Thompson	\$ 166,017	\$ 124,513
Deputy Sheriff	Eric Flener	\$ 155,911	\$ 116,933
*Reynolds School District Share (9 Months):			\$ 241,446

*Overtime not included (Overtime hourly rate = \$120.95)



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

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

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

Date: July 27, 2022

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: July 27, 2022

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

