

**Reynolds School District
Board of Education Regular**

December 14, 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 and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.	
II.	7:00p - Call to Order	4
	A. Roll Call	
	B. Consider Approval of the December 14, 2022 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
III.	7:10p - Board Recognition	6
	A. Student Recognition	7
	B. Staff Recognition	8
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 - Bargaining Group Updates	10
VI.	7:55p - Presentation to the Board	
	A. Student Outcome Monitoring Report: RSD/REA Article 18 Discipline Committee Report	11
	B. SB 13 Tribal History/Shared History; SB 664: Holocaust and Genocide Studies; HB 2845: Ethnic Studies	32
	C. School and Department Improvement Plans: Fall Update	41
VII.	8:40p - Superintendent's Reports	59
	A. Announcements/Reports	60
	B. Communications Report	62
	C. Financial Report	72
	D. Enrollment Report	75
VIII.	8:55p - Consent Agenda	78

A.	Approval of Personnel Order	
B.	Approval of Prior Meeting Minutes	79
C.	IGA Between Oregon School for the Deaf, Oregon Department of Education, and Reynolds School District	89
D.	Jump Start Kindergarten ESSER III Grant	106
E.	Authorization to Spend: 22-23 Bus Replacement Cycle	140
F.	DJC-AR Special Procurements and Exemptions from Competitive Bidding Policy	170
G.	Budget Calendar Update	200
H.	2022-2023 Board Calendar Update	203
IX.	9:00p - Action Items	
A.	MOU with OSEA: Contracting Out	208
X.	9:05p - Board Reports and Discussion	212
A.	Individual Board Members - Announcements and Reports	
B.	Upcoming Board Meetings	
C.	Board Vacancy and Budget Committee Vacancies	
D.	Committees	
E.	First Reading: Board Student Outcome Theory of Action	213
F.	Second Reading: Board Student Outcome Goals / Board Guardrails / Student Outcome Monitoring Calendar	215
XI.	9:20p - Adjourn	225



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 and Board Secretary

Subject: Executive Session

Policy: [Executive Session – BDC](#)

Date: December 14, 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 Superintendent will meet in Executive Session at 6:00p under ORS 192.660(2)(b) Personnel and ORS 192.660(2)(d) Negotiations.

Executive Session is closed to the public.



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

To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Call to Order
Policy: Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date: December 14, 2022

Action [checked]
Report []

Connection to School Board Core Beliefs and Commitments

- Safety [] Equity [] Instructional Practice [] Organizational Culture [checked]

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.

Call to Order

Roll Call:

- Position 1: Vice Chair Aaron Muñoz
Position 2: Vacant
Position 3: Director Michael Reyes
Position 4: Director Cayle Tern
Position 5: Director Yesenia Delgado
Position 6: Chair Ana Gonzalez Muñoz
Position 7: Director Francisco Ibarra

Motion to Approve Agenda:

- A. Motion Made by Board Member:
a. I move that the Board approve the December 14, 2022 agenda as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Pledge of Allegiance

Land Acknowledgement:

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

Land Use Acknowledgment & Guidelines



Approved and Apdopted on May 27, 2020

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

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

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

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

Land Use Acknowledgment

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

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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Stephanie Field, Executive Director of Communication and Community Relations

Subject: Board Recognition

Policy: [Community Relations – KAA](#)

Date: December 14, 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 Board will publicly recognize the following student and staff members:

- Student Recognition: Camden McDonough
- Staff Recognition: Michael LaClair



Reynolds School Board
STUDENT RECOGNITION

December 2022

7

Camden McDonough





Reynolds School Board
STAFF RECOGNITION

December 2022

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Michael LaClair





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

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Public to be Heard

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

Date: December 14, 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 before the beginning of the meeting. The first 7 submissions will be able to speak for 3 minutes.

Written Public Comment can be submitted on the RSD website at any time.



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: Bargaining Unit Updates
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)
Date: December 14, 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:

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

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable



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: Candice Vickers, Executive Director of Student & Family Services
Subject: RSD/REA Article 18 Discipline Report

Policy: [Student Discipline – JG](#)

Date: December 14, 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 Board is provided quarterly reports regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students, as required by Article 18 of the 2021-2024 Collective Bargaining Agreement with the Reynolds Education Association.

Previous Board Action:

Report to Board of Directors provided on April 27, 2022.

Background:

The 2021-2024 REA Collective Bargaining Agreement, Article 18, requires quarterly reports to the Board of Directors regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

This is an informational report for the Board of Directors

Motion:

Not Applicable



GUARDRAIL MONITORING REPORT

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.	
Smart Goal	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 discipline referrals by 5%.

SMART Goal Status: Off Track

Data Sources and reports show we are progressing towards higher fidelity of response and recording of disciplinary action for student behavior communication. These same reports show continued disparities within discipline reporting for Black/African American Students

Report Relation to Guardrail:

The 2021-2024 REA Collective Bargaining Agreement, Article 18, requires quarterly reports to the Board of Directors regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students. The information within this report is to inform our Board and the public as to the responses to student behavior communication that may result in safety concerns from multiple stakeholders. This information is intended to report the ongoing and collaboration efforts between REA, Building, and District Leadership to create safe and inclusive schools for all.

Report Information:

Pulling data from Fall 2019, Fall 2021, and Fall 2022, comparative disciplinary data is presented to show the ongoing data collection, analysis, and response to student behavior communication happening within Reynolds School District. To uphold our agreement with REA Collective bargaining unit as well as promoting safe schools for all, the Article 18 committee specifically focuses on those behaviors that may result in safety concerns from stakeholders. The data shows an increase in major incidents reports from Fall 2021 to Fall 2022. However, Fall of 2022 has had less major incident reports than pre pandemic in Fall of 2019. Additionally, for physical incidents – the data shows an increase in reports and responses of physical contact at the elementary level. At the secondary level there is an increase in reporting and response to mutual contact or fighting. The numbers of suspensions (formal discipline) have increased from the pre-pandemic and from the 2021 school year. Lastly, in accordance with the superintendent’s guardrails, the ethnicity risk ratio was calculated to examine the discipline disparities our Black/African American students experience. The findings are that there continues to be a disproportional representation of our Black/ African American students in discipline incident referrals and in individual suspension rates.

The goal is to keep students in school, engaged and feeling included and celebrated. Reynolds School District teams have introduced new systems of support and resources such as increasing the number of our Social Workers, Counselors, and MTSS TOSAs and Student Support Team structures that wrap around students who are exemplifying need, introduced the District Discipline Handbook, and embarked on the Social Emotional Learning Curriculum Adoption to begin the process of unified skill building for all students and those who show maladaptive social behaviors. Reynolds has continued to bolster preexisting and ongoing systems of accountability and support such as the BSAT (formerly Threat Assessment Process), Safety Plans, Behavior

Intervention Plans, Reentry support, and ongoing teaming and professional development to analyze and respond to behavioral data.

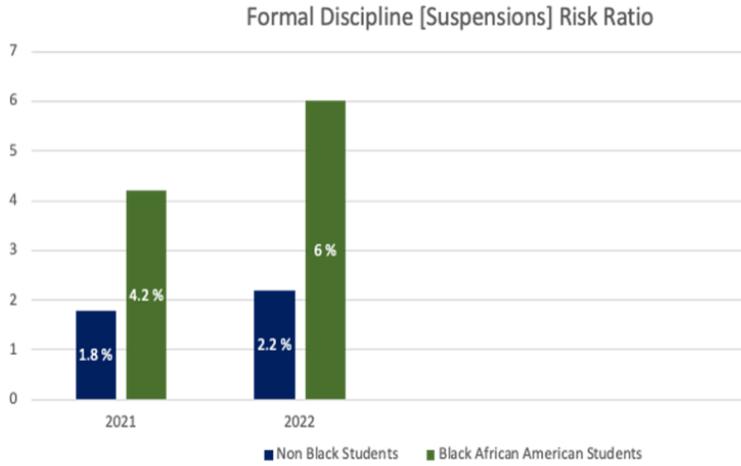


Figure 1. The following shows percent risk of suspension for Black/AA Students



Figure 2. The following shows the number of Exclusionary Discipline Rates

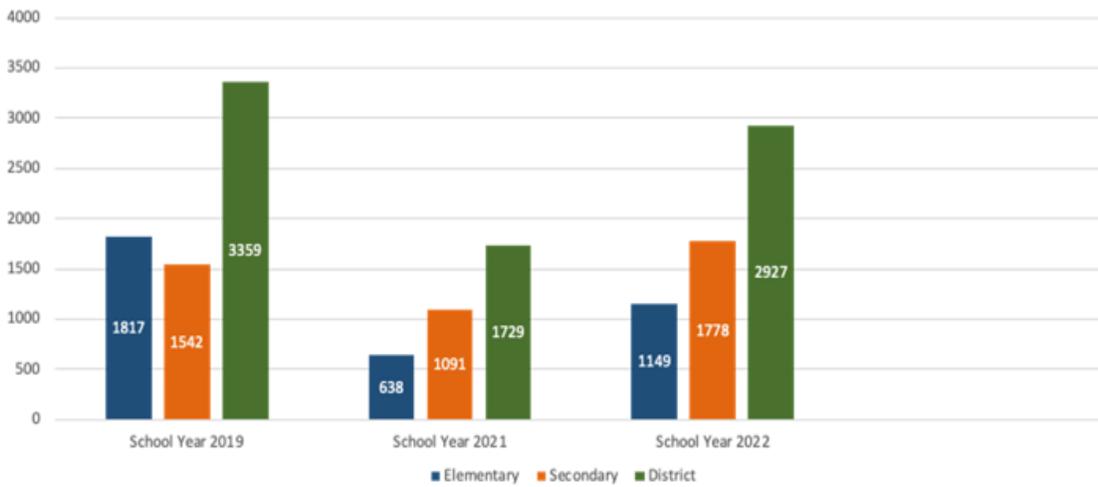


Figure 3. The following shows the overall numbers of incident referrals across the District



Article 18 Discipline Report

Winter 2022

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



Superintendent Guardrail 5.IV.D

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

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 discipline referrals by 5%.

MISSION

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



VISION

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

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.



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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.

Revisiting Article 18

Within the **2021-2024** REA Collective Bargaining Agreement, Article 18 requires quarterly report to the Board of Directors regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students.

The Article 18 committee is a collaboration of REA, Building Leadership, and District Leadership. **We review district wide data and consider solutions to enhance staff and student wellness including discipline.**

Data Differences ...Not Apples to Apples...

Synergy Analytics Dashboard soon will be made accessible for Discipline Reporting

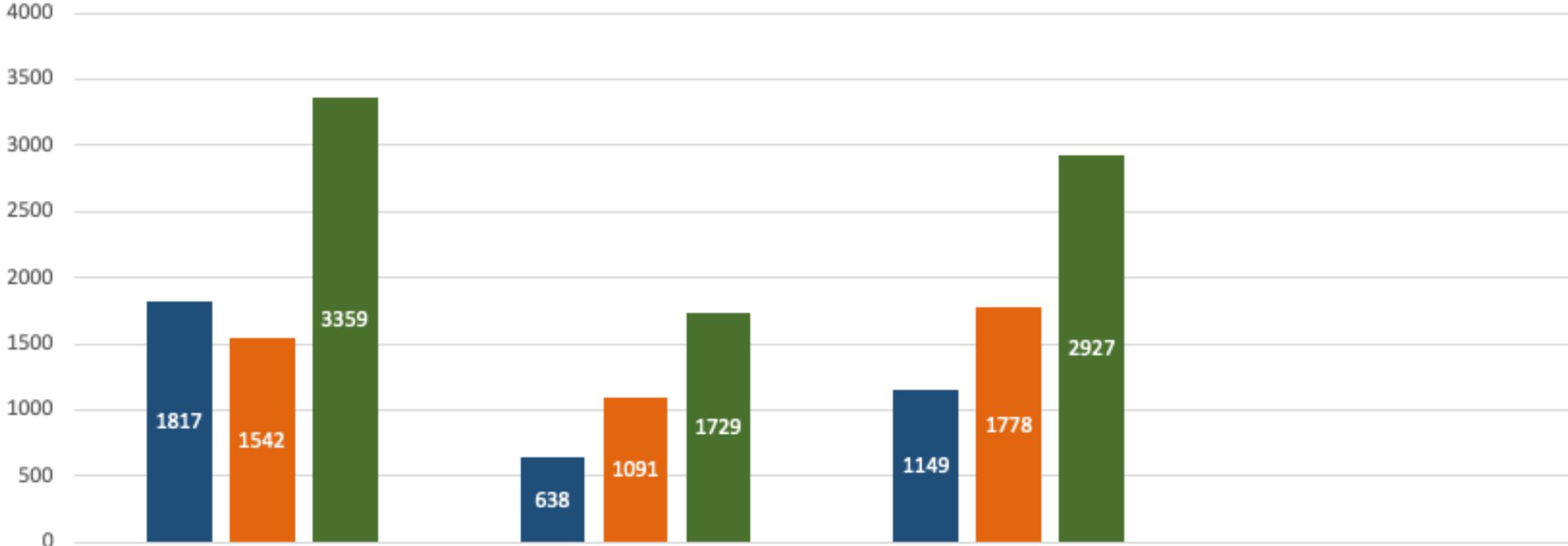


Transition to Decriminalized Language (New in 22/23 SY)



Adherence and alignment to Electronic Based Discipline Reporting (began 21/22 SY)

All Behavior Incident Referrals Entered in Synergy



Pre – School Closure

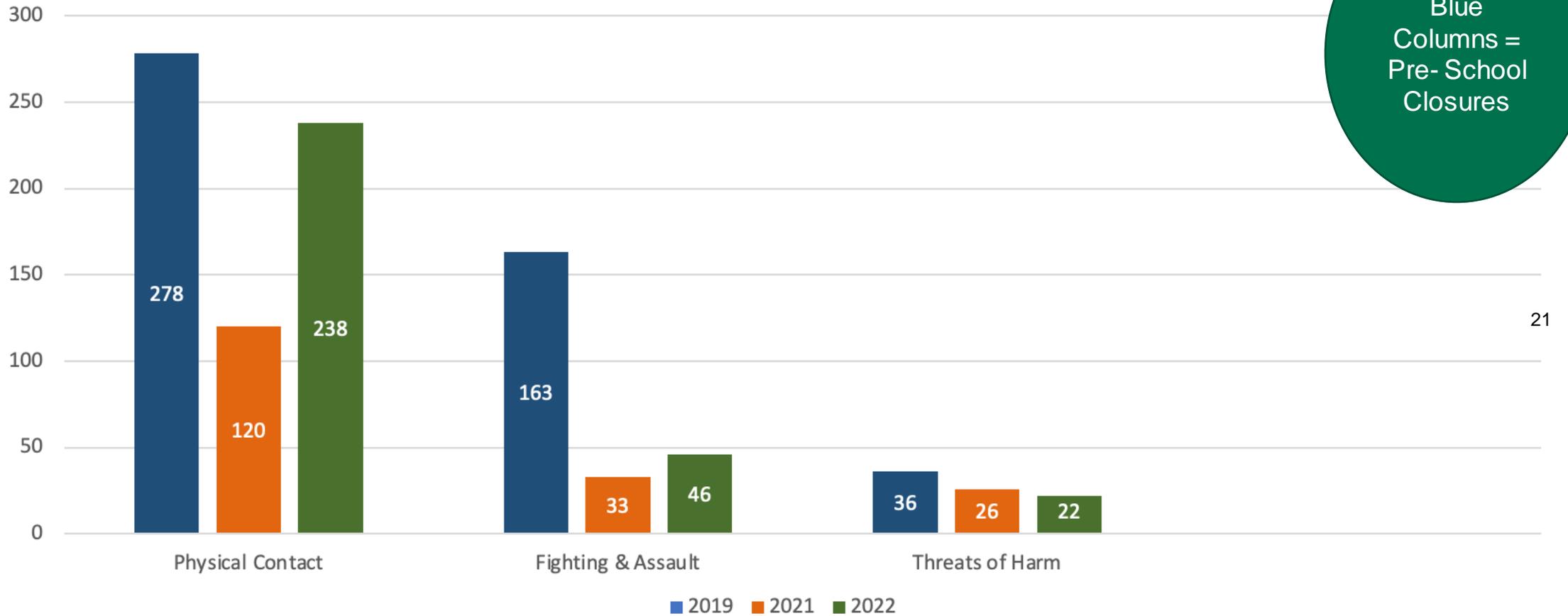
■ Elementary ■ Secondary ■ District

September - November



Major Referrals for Physical Incidents Elementary in Synergy

Blue
Columns =
Pre-School
Closures

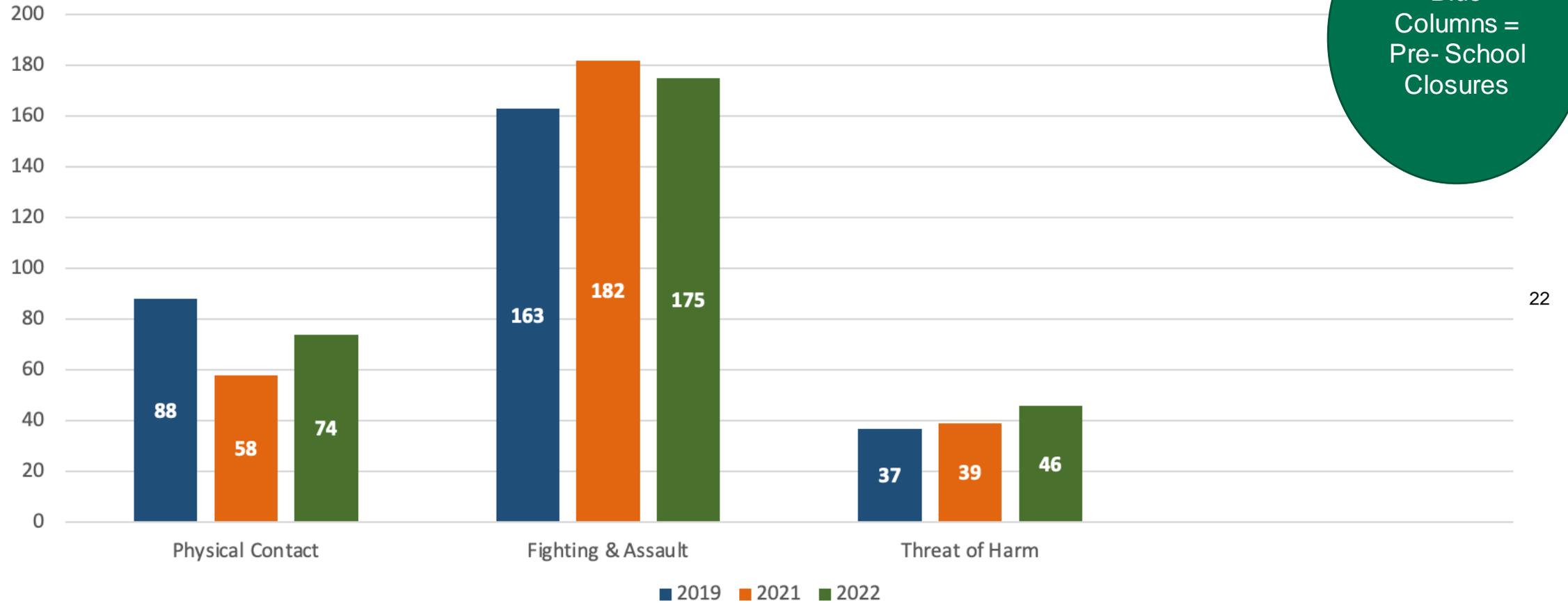


21

September - November

Major Referrals for Physical Incidents Secondary in Synergy

Blue
Columns =
Pre- School
Closures



September - November

Behavioral Incident Forms: Article 18

C. Referral Procedures for Students Engaging in Physical Abuse or Intimidation

1. When a student demonstrates a behavior that is seriously disrupting the instructional program by engaging in physical or verbal abuse and intimidation of a unit member(s) or student(s), then the unit member shall be authorized to send the student to an administrator's office, or designated area.
 - a. A unit member shall complete the Behavior Incident Report Form located on the Teacher link database. Any resulting plans or outcomes will be filed at both the building and District level and will also be entered into Teacher link database that "need-to-know" members can access.

10 forms have been submitted from the moment this report was created (.001%).

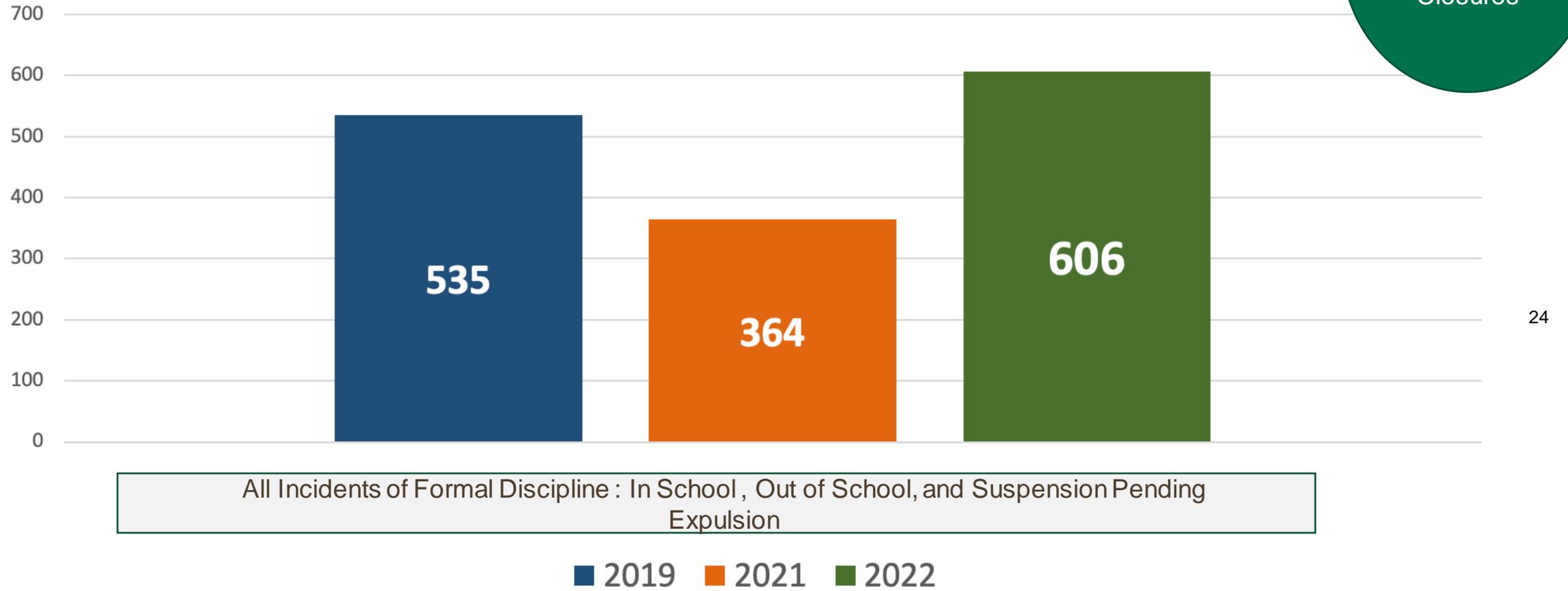
80% were also submitted in Synergy as a major referral

- **80%** were for Students of Color
- **40%** were for Black/ African American Students
- **90%** were for students who Identify as male
- **40%** were for Emergent Bilinguals
- **20%** were for Students served by an IEP
- **80%** were for Elementary Students
- **40%** were for Kindergarteners.

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Formal Discipline K-12

Blue
Columns =
Pre-School
Closures



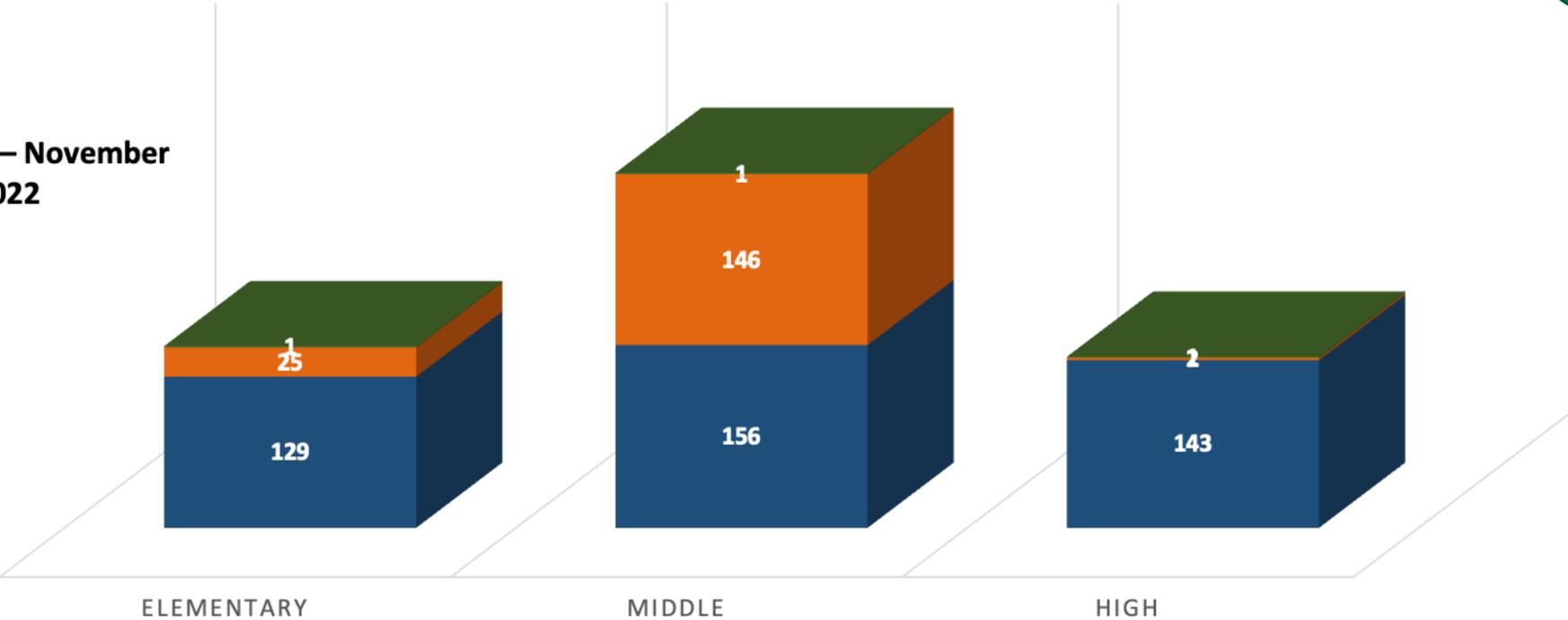
September - November

ALL INCIDENTS OF FORMAL DISCIPLINE

■ Out of school ■ In School ■ Expulsion / Suspension Pending

606 incidents total of formal Discipline

September – November 2022



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Ethnicity Risk Ratio

Major Disciplinary Referrals

Black/AA Students are 2X more likely to receive a referral than non Black/AA Students.

Student Identifies as Black A/A	# of Students with Referrals	# of Students without Referrals	Total # of Students Enrolled Actively	Percentage	Ratio
Yes	586	441	1027	57%	2:1
No	2215	4981	7196	31%	

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September to November 2022

Ethnicity Risk Ratio

Formal Discipline [Suspensions]

Black/AA Students are 3X more likely to receive Suspensions as Consequence than non Black/AA Students.

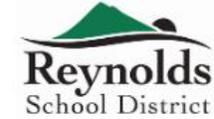
Student Identifies as Black A/A	# of Students with Suspensions	# of Students without Suspensions	Total # of Students Enrolled Actively	Percentage	Ratio
Yes	61	966	1027	6%	3:1
No	156	7040	7196	2.2%	

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September to November
2022

What we have done...

- **District Behavior Handbook**
 - Common Language
 - Support for Responding
 - Rooted in Trauma informed and Restorative Practices
- **Decriminalized Language** for Student Behavior Communication
 - *Reckless Endangerment* = Promoting or engaging in unsafe Behaviors
 - *Insubordination* = *Repeated Refusal to meet staff expectation*
- **MTSS Synergy Updated** for faster incident response, data analysis, early warning, and support planning.



District Behavior Response Handbook

2022 - 2026



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What we have done (continued)...

- Ensuring **SafeOregon Posters** and Information are proliferated through all schools and tracking bullying incident response
- Based on Board Budget Priorities, **increased the number of Social Workers and Counselors** to respond to student need
- **Multi-Tiered Systems of Support Teachers on Special Assignment** in every building to support capacity in response & process;
 - *Student Support Team Meetings*
 - *Reentry Support*
 - *Behavior Plans and Safety plans*
- Continue **process of Behavioral Student Assessment Team (formerly Threat Assessment)**, for supporting our students with most concerning behavior
- Embarking on **Social Emotional Learning Curriculum Adoption** with diverse stakeholder representation
- Collaborating with **MESD Non-Violence Prevention Programs and the National Center for State Justice and Equity Policing for Violence Prevention.**

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What School Culture and Climate will continue to do...

Deep Collaboration across the Division of Student Family Services:

Student Information Management & Records – EWS, Analytics, MTSS

Multilingual Education – Critical Data Matrix

Special Education – SST & Critical Data Matrix

Equity & Student Success – PD and Additional Supports

Collaboration with other Divisions:

Office of Schools – Guidance, PD, and Support

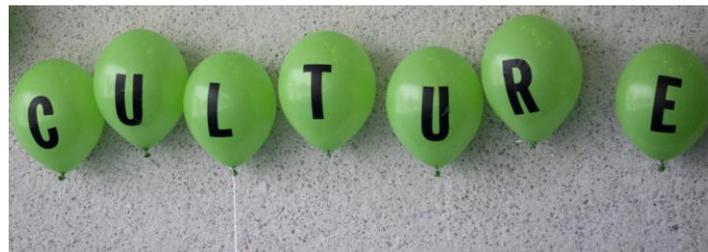
Academics – SEL Curriculum, Coaching, PLC

Communications – Event Planning, Support, and Information Share.

Collaboration with our Union and Community Partners

REA – Article 18, Article 26C, Article 10, Article 26a – Ongoing support

Community Partners – Albina Rockwood Promise Neighborhood Initiative, Greater Than, and More!





Questions | Preguntas ?

Thank You | Gracias



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

To: Board of Directors

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

Prepared by: David Jaimes, Director of Curriculum, Instruction, and Innovation

Subject: Presentation: SB 13/SB 664/HB 2845 Fall 2022 Update

Policy: [Instructional Goal - IA](#)

Date: December 14, 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 4: Professional Development

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

Summary:

The Academics Department will provide the Board a fall update on Senate Bill 13 Tribal History/Shared History, Senate Bill 664 Holocaust and Genocide Studies, and House Bill 2845 Ethnic Studies. The update will focus on three major goals set out in our Strategic Plan: Marginalized Students, Culturally Relevant Teaching, and Professional Development.

In addition to the Strategic Plan Goal Topic 4 on Professional Development, this presentation directly correlates to most of the Strategic Plan goals.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:
Not Applicable



SB 13, SB 664 and HB 2845/2023

December 14, 2022

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MISSION

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CORE BELIEFS & COMMITMENTS



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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.

Senate Bill 13, Senate Bill 664 and House Bill 2845

Background Information

Tribal History/ Shared History SB 13

Curriculum

The law requires instruction in the Tribal-approved Essential Understandings across five content areas. Lessons are available from ODE in grades 4, 8, and 10. Additional resources are available from local tribes.

Grades:

4, 8, 10

Subject Areas:

Language Arts, Health/PE, Math, Science, and Social Science

Holocaust and Other Genocides SB 664

Learning Concepts

The law identifies education learning concepts related to the Holocaust and other genocides. Resources and training are available through local and national organizations as well as ODE.

Grades:

K-12

Subject Area:

Social Science

Ethnic Studies HB 2845/HB 2023

Standards

Ethnic studies integrated with social science standards. The 2021 social science standards are available for implementation now and are required in 2026-2027.

Grades:

K-12

Subject Area:

Social Science

SB 13: Tribal History/Shared History Lessons

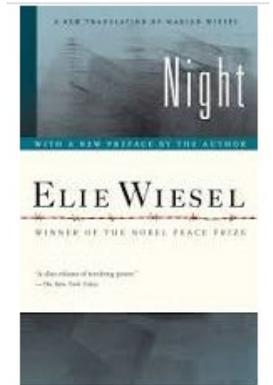


- RSD had early adopters of Senate Bill 13 during the 2019-2020 school year (Piloted Lessons)
- Academics worked with both REA leadership and building administrators to provide time for educators to review resources and take the initial training module
- [Online Training](#) on [Essential Understandings](#) from Office of Indian Education at ODE
- ODE does not have a professional development requirement
- ODE offers several resources that educators may access
- Additional Lessons Available From [Tribal Education Centers](#)
- Tribal History/Shared History Social Science [Lessons For Grades 4, 8, 10](#)

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SB 664: Holocaust and Other Genocides

- K-12 Learning Concepts required for integration into Oregon State Social Science Standards and Classrooms by 2026-2027
- Crosswalk Social Science Standards and Holocaust/Genocide concepts is currently being developed by ODE
- RSD has purchased a K-12 Culturally Responsive Text Collection that addresses the Holocaust and other genocides
- RSD has already aligned SB 664-based standards to our Board Adopted Language Arts Instructional Materials (K-12) [HMH Pathway](#)



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HB 2845/HB 2023: Ethnic Studies



- New standards must be implemented into Oregon classrooms by the 2026-2027 school year
- Resources are available on the [Oregon Open Learning](#) & [ODE Social Science webpage](#)
- RSD has purchased a collection of [Culturally Responsive Texts](#) that align to HB 2845/HB 2023
- RSD has purchased a text collection which aligns with both HB 2845/HB 2023 and our Board Adopted Language Arts Instructional Materials (K-12) [HMH Pathway](#)

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

To: Board of Directors

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

Prepared by: Rachel Aazzerah, Director of Assessment and Systems Improvement

Subject: Presentation: SIP/DIP Fall 2022 Update

Policy: [Instructional Goal - IA](#)

Date: December 14, 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 4: Professional Development

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

Summary:

The Academics Department in partnership with the Office of Schools will provide an update on school and department improvement plans (SIPs/DIPs). All SIPs and DIPs focus on the four goals set out in the RSD Strategic Plan: Marginalized Students, Culturally Relevant Teaching, Student and Staff Wellness, and Professional Development. Performance objectives and actions/strategies are covered under each goal. The presentation will also review the 2022-23 SIP/DIP process and timeline.

In addition to the Strategic Plan Goal Topic 4 on Professional Development, this presentation directly correlates to all of the Strategic Plan goals.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable



School Improvement Plans/District Improvement Plans Fall 2022 Update

December 14, 2022

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



MISSION

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



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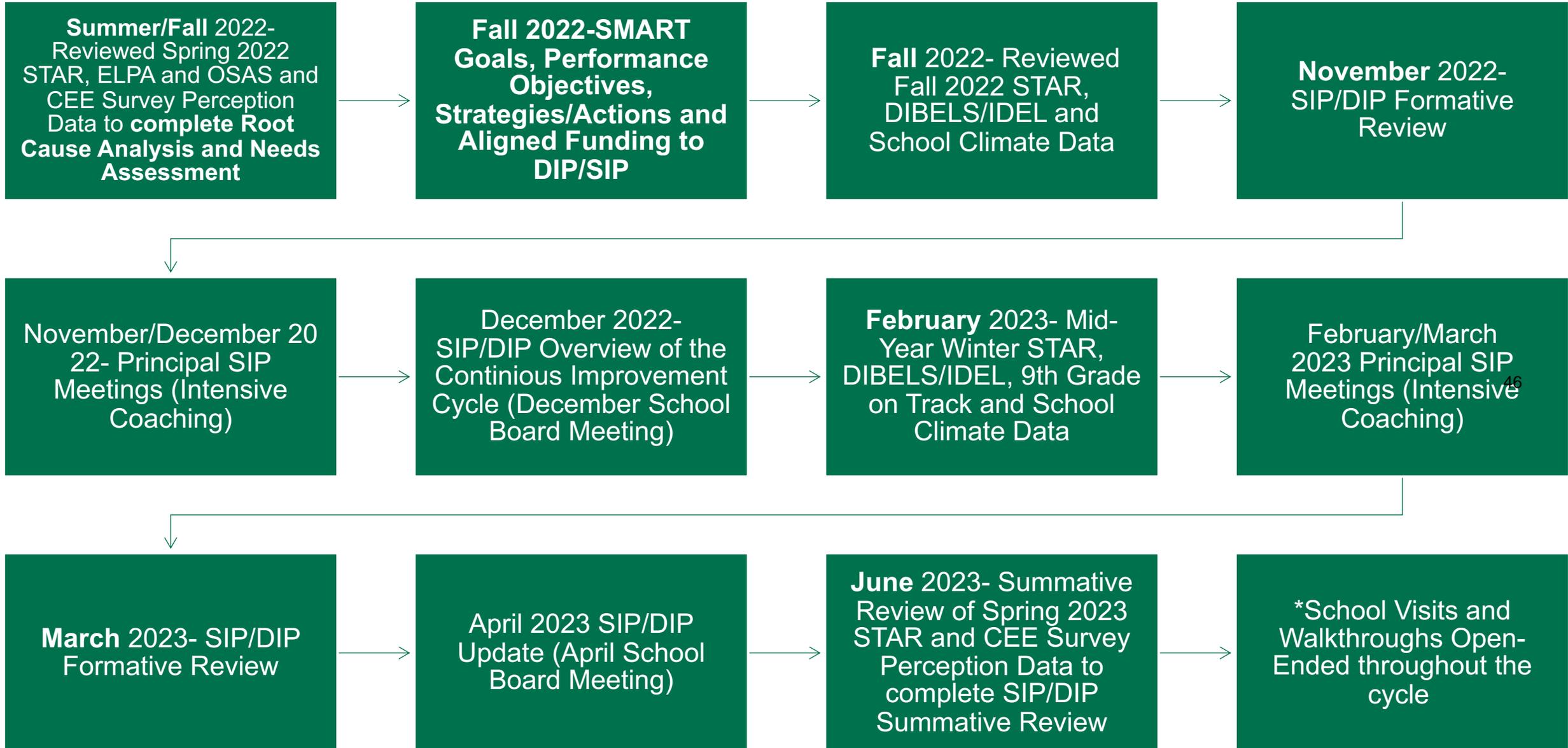
Visionary Governance



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STUDENT OUTCOMES DO NOT CHANGE UNTIL ADULT BEHAVIORS CHANGE

SIP/DIP Process 2022-2023



Tight and Loose SMART Goals - Schools

Schools developed one-to-two SMART Goals for each of the four Strategic Plan Goals (Marginalized Students, Culturally Responsive Teaching, Student and Staff Wellness, and Professional Development)

Tight SMART Goals- Marginalized Students

*Elementary: 3rd Grade Reading and 5th Grade Math (STAR)

*Middle School: 8th Grade Math (STAR)

*High School: 9th Grade on Track and 4-Year Cohort Grad Rate

Loose SMART Goals- Culturally Responsive Teaching, Student and Staff Wellness and Professional Development

Tight and Loose SMART Goals – District Level Departments

- In alignment with the Superintendent’s Student Measurement Outcome Goals and the School Board’s Student Outcome Goals (SOGs), and the Superintendent–Board Guardrails and Goals, district level departments and/or divisions developed three to five SMART goals that aligned to the Five-Year Strategic Plan.
- Some district level departments and or divisions had some of their DIP SMART goals designated for them to be aligned to the Board Guardrails.
- For example: Superintendent Guardrail 1: Safety
- **Risk Management Department SMART Goal:** By June 2023, 80% of all staff incident reports will be responded to within 48 hours.



Improvement Science Inquiry Cycles

Cabinet, Instructional Leadership Team (ILT), and District Leadership Team (DLT)⁴⁹ each participated in a Root Cause Analysis on STAR Assessment (3rd Grade Reading, 5th Grade Math and 8th Grade Math) and attendance data to develop potential strategies and actions to improve student outcomes in the 2022-23 school year.

Protocol for Examining Data



Protocol for Examining Data

Developed from National School Reform Faculty Materials

Purpose: This protocol is for use in guiding a group through analysis of data to identify strengths and problems of practice.

Materials: Copies of data for team members. Highlighters.

Getting Started- Overview of Data (3 minutes)

The facilitator reminds the group of the norms, assigns roles (recorder, time keeper) and explains the protocol. The facilitator gives a brief description of the particular data to be discussed and answers clarifying questions as necessary.

Step 1: What parts of this data catch your attention? Just the facts.

(8 minutes: 2 minutes silently writing individual observations, 6 minutes discussing as a group)

Step 2: What does the data tell us? What does the data NOT tell us? (10 minutes: 3 minutes silently making notes, 7 minutes discussing as a group) Make inferences about the data. *The facilitator encourages team members to support their statements with evidence from the data.*

Step 3: What good news is there to celebrate? (5 minutes to identify strengths)

The facilitator asks the group to look for indications of success in the data.

Step 4: What are the problems of practice suggested by the data?

(10 minutes: 3 minutes silently writing individual ideas for practice, 7 minutes for group discussion) The facilitator helps the group narrow the focus of the problems of practice.

Step 5: What are our key conclusions? What recommendations does the team have for addressing the problems of practice? This is the action phase of the data analysis. The group will design an action plan for next steps to be recorded in the minutes.

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Root Cause Analysis

Root Cause(s): The deepest underlying cause of positive or negative symptoms within any process, which, if dissolved, would result in elimination, or substantial reduction, of the symptoms.

Symptom 1:
 Why did the percentage of 3rd grade students (i.e. students who receive English Language Learner services, students who receive Special Education services and Black/African American students) who met on STAR-Reading in Winter 2022 decrease during the Spring 2022 testing window?

How to Identify Root Causes:

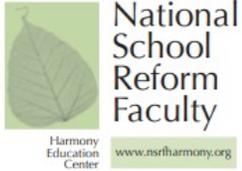
- Focus on closely related performance concerns:

	Fall 2021 Baseline	June 2022 Goal	Winter 2022	Spring 2022
General Education	22%	30%	32%	32%
English Language Learner	6%	16%	10%	7%
Special Education	12%	22%	24%	19%
Black/African American	19%	27%	27%	25%
Latinx/o/a	16%	24%	23%	24%

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Key	
Orange	Does Not Meet
Yellow	Met
Green	Exceeds

Root Cause Analysis Protocol- The 5 Whys for Inquiry & Fishbone Diagram



The 5 Whys for Inquiry

Developed in the field by educators affiliated with NSRF.

Purpose

To help the presenter get at the foundational root of his/her question and to uncover multiple perspectives on the question.

Presentation (3 minutes)

The presenter describes the context of his or her inquiry question

One might include...

- Why you chose this question
- Why it is so important to you
- How it relates to your work back home

Clarifying Questions (3 minutes)

The group asks clarifying questions. These are questions, which clarify the context of the presenter's remarks. They should be specific questions, which can be answered with brief statements. For example, "How long has your school been involved in place based learning?" Or, "How many community members are involved with planning this project?"

Decision (3 minutes)

The group discusses the best line of inquiry to get at the heart of the question and decides upon the initial "why question". The presenter is silent.

The "Why Questioning": (10 minutes)

The "why question" decided upon is asked and the presenter responds. Another "why question" is asked in response to the presenter's answer. This continues with a maximum of five "why questions" being asked.

Discussion (5 minutes)

The group then discusses what they have heard the presenter say. Their discussion is not a solving of a problem but an attempt to help the presenter understand the underlying causes for the issue he or she described. The presenter is silent.

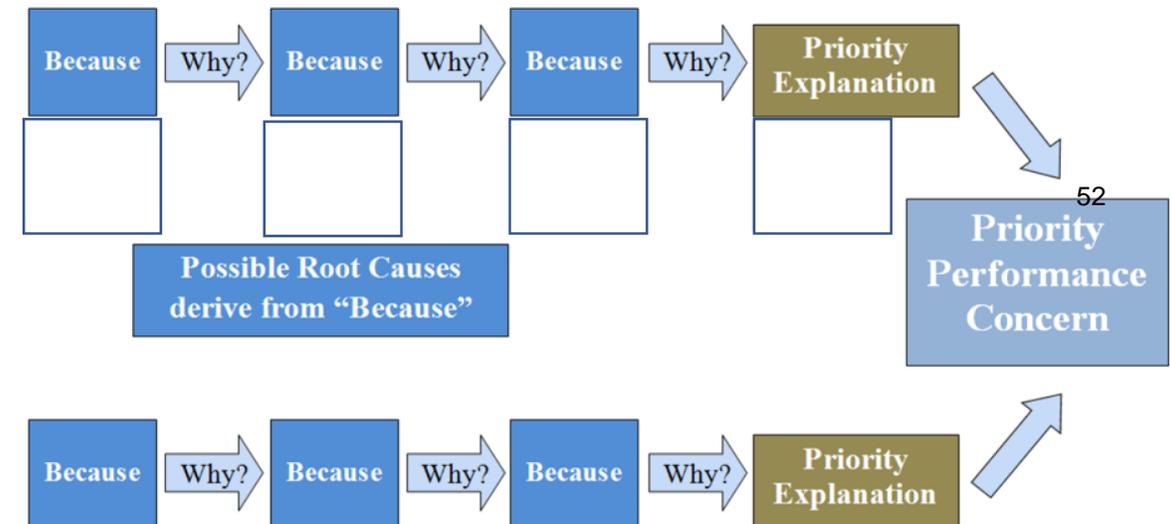
Response (3 minutes)

The presenter responds to what has been said. The group is silent.

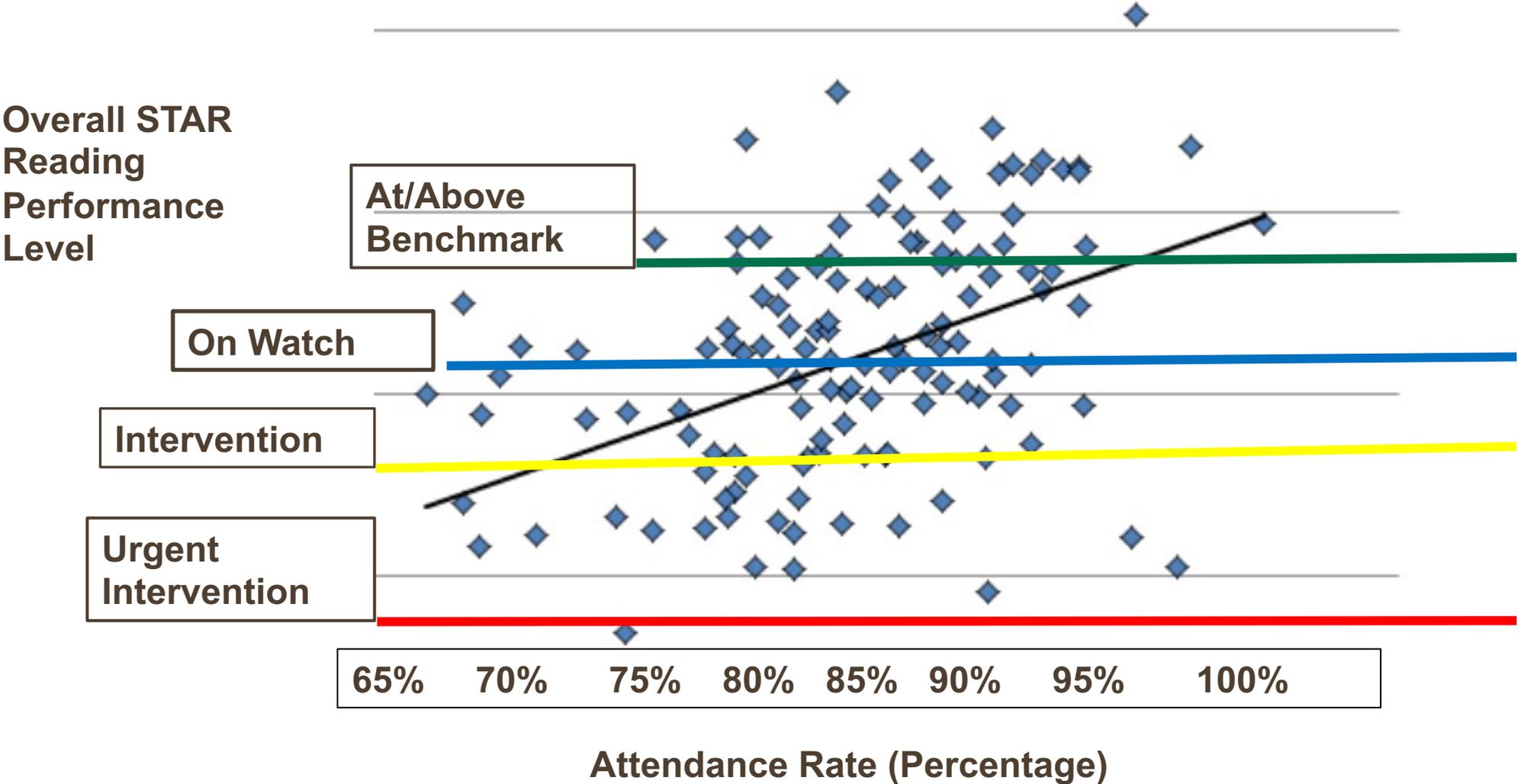
Debrief (3 minutes)

The group and the presenter debrief the experience.

• Fishbone Diagram (Ishikawa)



Spring 2022 STAR-Reading (3rd Grade) Meets/Exceeds Rate vs. Student Attendance



Needs Assessment & Root Causes Developed Based on Data for Each School and Department



Plan4Learning



Needs Assessment

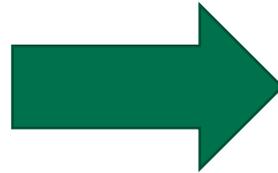


Summary

Priority Problem Statements

Data Documentation

Questions to Consider



Multiple Measures of Data

Demographics

Student Learning

School Processes & Programs

Perceptions



Problem Statement : The Reynolds School Board has identified equity and academic achievement as priority improvement areas. Data review and needs assessments reveal disproportionalities exist in academic achievement, academic growth, regular attendance and exclusionary discipline for historically marginalized students in Reynolds.

Root Cause : 80% of our students are not achieving benchmark via Tier I, high quality first time instruction.

SMART Goals, Performance Objectives, Strategies/Actions

Goal 1: Marginalized Students

By June 2023, all 3rd grade students will increase from 32% to 40% reading at/above benchmark level, students with English Language needs will increase from 7% to 17 %, and 3rd grade students who receive special education services will increase from 19% to 29% on STAR-Reading.

By June 2023, all Black/African American 3rd grade students will increase from 25% to 35% reading at/above benchmark level and all Latinx/o/a 3rd grade students will increase from 24% to 34% reading at/above benchmark on STAR-Reading.

Performance Objective

To remove barriers to high quality academic learning, all identified elementary certified staff will engage in Language Essentials for Teachers of Reading and Spelling training. This will ensure that all students, especially our marginalized students, have just and equitable access to a high quality education.

Strategy/Action

As part of the training, identified teachers will participate in online webinars, use workbooks to support their learning, and use their learning as a Bridge To Practice to enhance instruction.

Strategy's Expected
Result/Impact

100% of identified elementary teachers will participate in LETRS training during the
2022-2023 school year.

Funding Sources

100 General Fund \$700,000

SIP/DIP Feedback and November 2022 Formative Reviews

- Each school and department had either their SIP or DIP reviewed and were provided feedback electronically at the October District Leadership Team Meeting
- Schools and departments then had the opportunity to meet with the SIP/DIP leadership team to review the feedback and then implement it into their plans
- Schools analyzed their Fall STAR Assessment data, School Climate and Culture data to complete their November 2022 Formative Review
- Each school and department completed their November 21, 2022 Formative Reviews in Plan4Learning

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Next Steps

- An Analysis of the Formative Review will be completed to determine how each school and department is progressing to meet and or exceed their goals
- Each school will be provided with their disaggregated academic data that has been analyzed to determine priority areas on which to focus instruction (Data Dashboards)
- During February/March 2023, the SIP/DIP leadership team will meet with each school to provide intensive coaching to prepare for the March Formative Review
- Next SIP/DIP Board Update: April 2023



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: Superintendent's Report

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

Date: December 14, 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

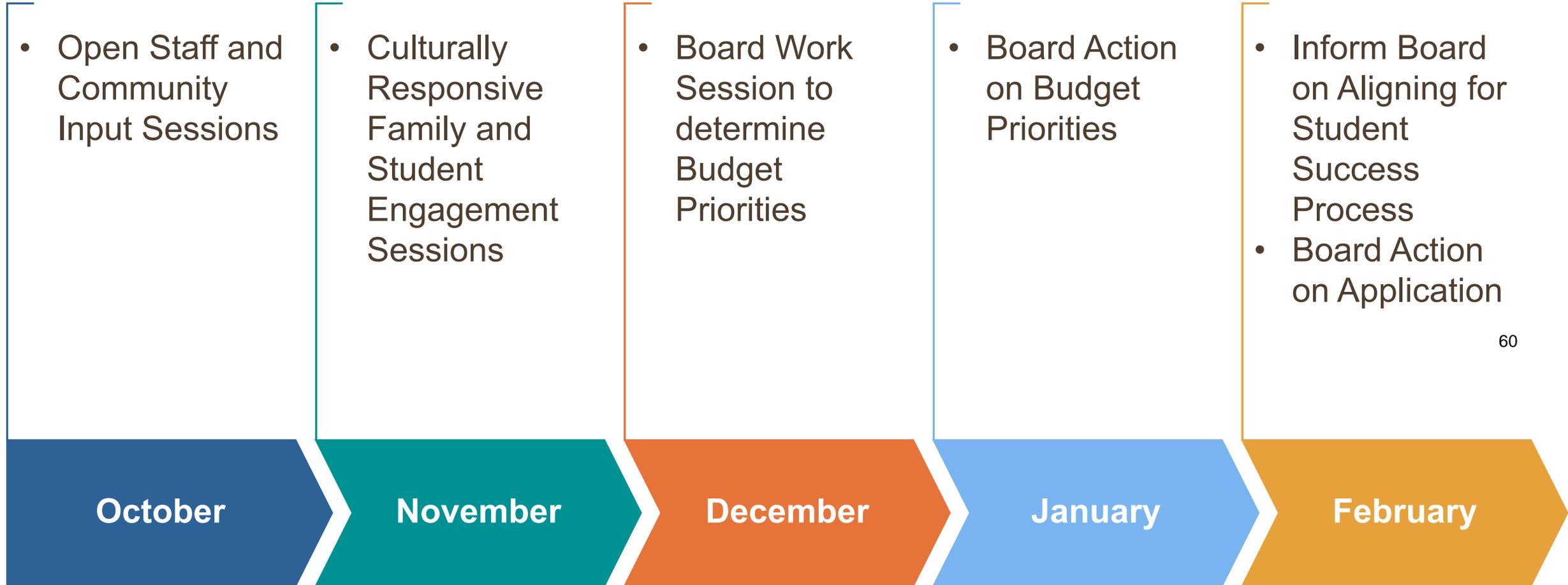
We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Superintendent Diaz will provide announcements and reports to the board:

- a. Announcements / Reports
- b. Communication Report
- c. Financial Report
- d. Enrollment Report

Timeline



Participant Sessions

Open Sessions

- **October 11:** Staff Session and Community Session
- **October 27:** Staff Session and Community Session
- **October 26 – November 18:** Virtual Session Staff and Community

Family Sessions

- **November 1:** Latino/Spanish Speaking Families
- **November 2:** BIPOC Families
- **November 3:** Families with student(s) who identify as students with disabilities; emerging bilingual students; students navigating houselessness; students navigating foster care; Migrant students/recent arrivers; Incarcerated and detained youth; LGBTQIA+ students
- **November 16:** Parent Meeting
- **November 17:** Parent Meeting

Total Input: 212

Staff = 33

Parents = 85

Students = 82

Community = 11

(total of 184 last year)

Student Sessions

- **November 14:** Black/African American Students at RMS
- **November 15:** Black/ African American Students at HB Lee
- **November 30:** RHS Student Meetings: LGBTQIA+, Pacific Islander; Latino; IEP/504, Eastern European, African-American
- **December 1:** RHS Student Meetings: Asian, New to RHS Students, ELD

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Superintendent's Report
**Communications &
Community Relations**
December 14, 2022

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Problem of Practice: Internal Newsletters

What is a Problem of Practice?

A problem of practice is an area that a school or school district identifies that focuses on the instructional core, is directly observable, is actionable, and connects to a broader strategy of improvement.

Why a Problem of Practice exercise on our internal newsletters?

- 2022 Communications Audit identified internal communications as a key area for improvement.
- Two internal newsletters: Friday Memo (administrators) and Keeping You Informed (all staff)
 - When launched in 2019, each had approximately 4-7 entries per week
 - Since then, each averages 18+ entries
 - Anecdotal and analytics data indicated decreased engagement

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Problem of Practice Process



- Met with:
 - 10/27/22 Communications Team
 - 11/08/22 Cabinet
 - 11/09/22 District Office Staff
 - 11/14/22 Lead Secretaries
 - 11/17/22 District Leadership Team (DLT)
 - 11/17/22 Union Leadership

- Asked these questions:
 - What information do you want to receive, how often, and in what format?
 - What information is most important for you to know in your position?
 - Where do you currently go to find information?
 - What would make you feel connected?

Problem of Practice: Emerging Themes

11/28/22: Met with Communications Team to review outcomes.

- Timing of newsletter delivery
- Too much information
- Redundancy of information (FM/KYI)
- Organization of information
- Difficulty keeping track of due dates
- Too formal
- Not enough celebrations



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Proposed Solutions:

- Two newsletters for all staff
 - Monthly Staff Newsletter: Celebrations, good stories, tips, etc.
 - Weekly Information Update: Information sharing
- Change timing
 - Move informational newsletter to earlier in the week
 - Monthly celebration newsletter to first of the month
- Change organization of informational newsletter
 - Store important information on Staff Portal by Department (previously stored in a SharePoint Communications site)

Problem of Practice: Proposal

Monthly Staff Newsletter *(previously Keeping You Informed)*

- 1st Monday of each Month

- Celebrations
- Years of Service
- New Staff Welcomes
- Social Media Highlights
- RSD News Highlights

- Staff submitted celebrations: births, marriages, adoptions, etc.
- Student fundraisers/events
- Health & Wellness Tips
- Scavenger Hunts for prizes!

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Problem of Practice: Proposal

Weekly Information Update *(previously Friday Memo)*

- Wednesdays each week

- Action Items – Tied to an Outlook calendar with due dates!
- Interoffice Memos
- Procedures and Processes
- Policy Changes
- Tags by Classification – Find what is necessary to you quickly!
- Tags by Department – Find it later!
- Documents stored in Staff Portal by department – Find it fast!

Problem of Practice: Timeline

Update Stakeholders & Gather Name Ideas
12/5/22 – 12/15/22

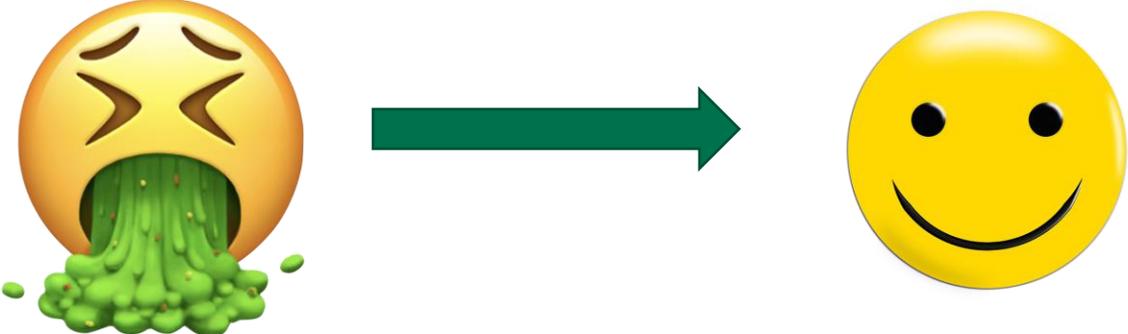
Name Ideas Survey
1/3/23 – 1/6/23

Vote on the Name!
1/9/23 – 1/13/23

Provide Update on Guidelines and Processes
1/9/23 – 1/23/23

Launch Weekly Information Update
2/1/23

Launch Monthly Newsletter
2/6/23





Questions?

Thank you!

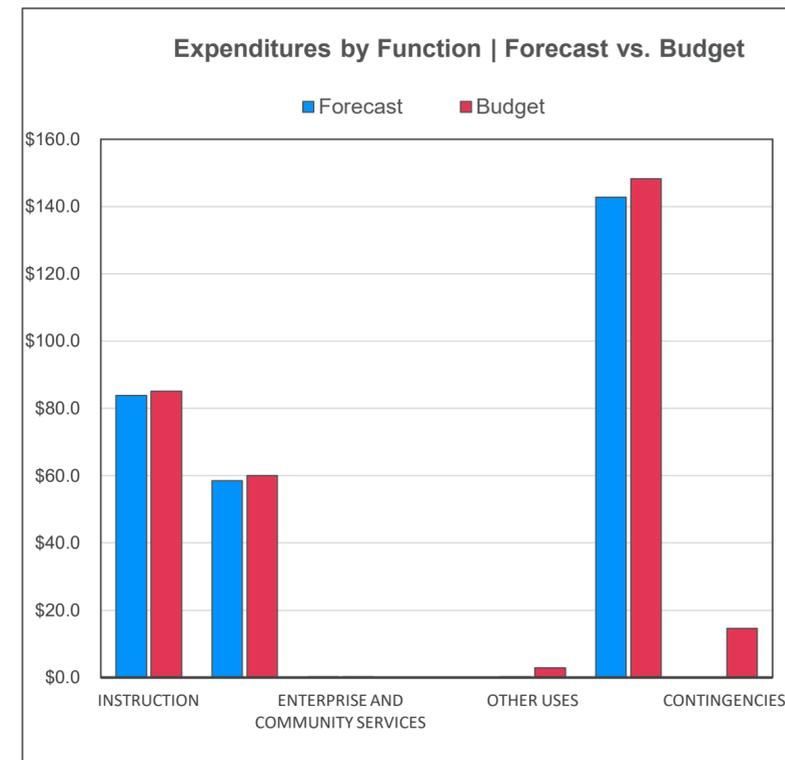
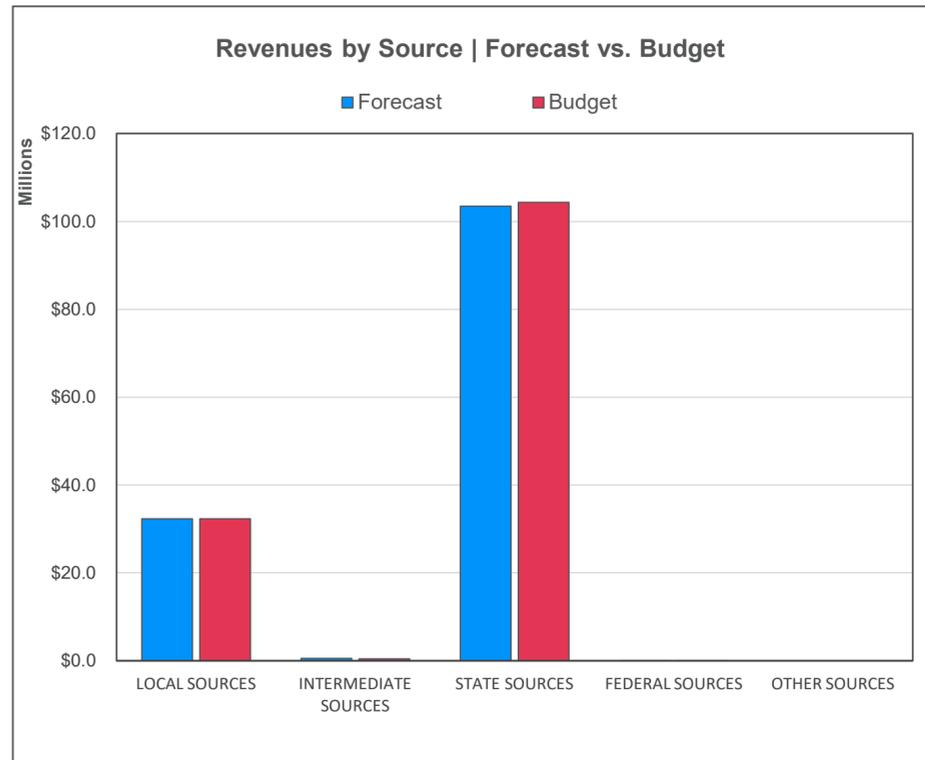


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100 General Fund | Financial Projection by Function

For the Period Ending November 30, 2022

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast
RESOURCES					
Operating Revenues					
Local Sources	\$ 20,509,988	\$ 32,332,859	\$ 11,260,391	34.83%	\$ 32,332,859
Intermediate Sources	-	501,800	7,903	1.57%	509,671
State Sources	49,771,443	104,355,789	50,225,932	48.13%	103,443,283
Federal Sources	4,598	60,000	8,283	13.80%	41,726
Other Sources	215,987	-	-	0.00%	-
Total Operating Revenues	\$ 70,502,017	\$ 137,250,448	\$ 61,502,509	44.81%	\$ 136,327,539
Beginning Fund Balance	24,654,907	34,006,549	-	0.00%	34,006,549
TOTAL RESOURCES	\$ 95,156,923	\$ 171,256,997	\$ 61,502,509	35.91%	\$ 170,334,088
REQUIREMENTS					
Operating Expenditures					
Instruction	\$ 20,844,344	\$ 85,177,363	\$ 22,915,856	26.90%	\$ 83,787,546
Support Services	16,595,385	60,002,351	18,954,377	31.59%	58,539,661
Enterprise and Community Services	40,060	171,958	36,265	21.09%	154,850
Facilities Acquisition and Construction	-	-	-	0.00%	-
Other Uses	1,912,502	2,921,650	200,000	6.85%	260,613
Total Operating Expenditures	\$ 39,392,291	\$ 148,273,322	\$ 42,106,498	28.40%	\$ 142,742,670
Contingencies	-	14,638,103	-	0.00%	-
Unappropriated Ending Fund Balance	-	8,345,572	-	0.00%	-
TOTAL REQUIREMENTS	39,392,291	171,256,997	42,106,498	24.59%	142,742,670
Ending Fund Balance					\$ 27,591,419
OPERATING SURPLUS / (DEFICIT)	\$ 31,109,726	\$ 19,396,011	\$ (6,415,130)		



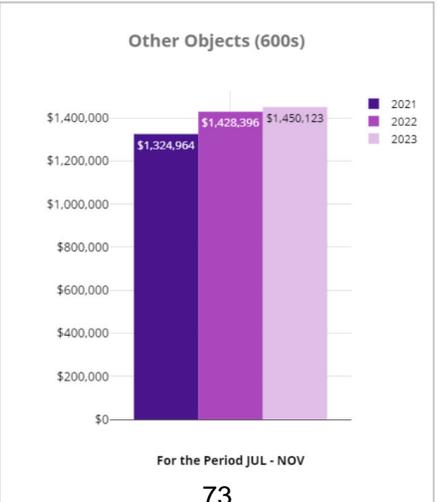
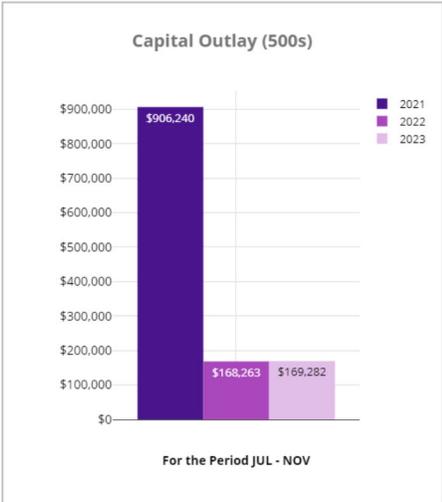
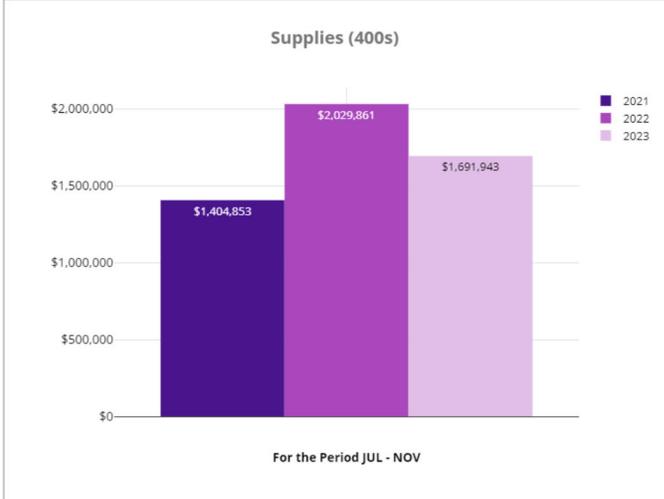
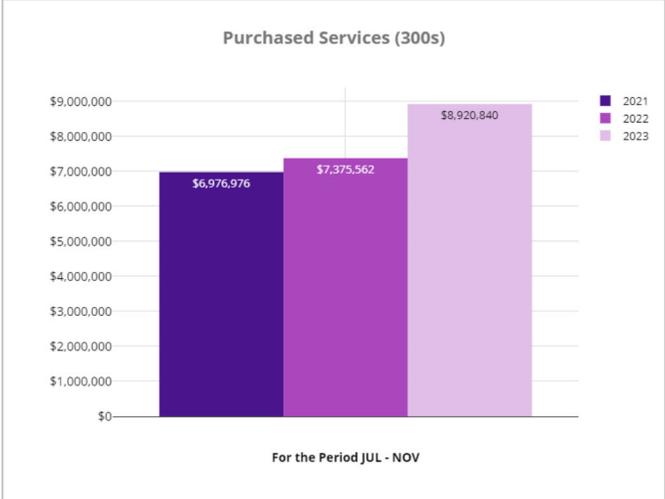
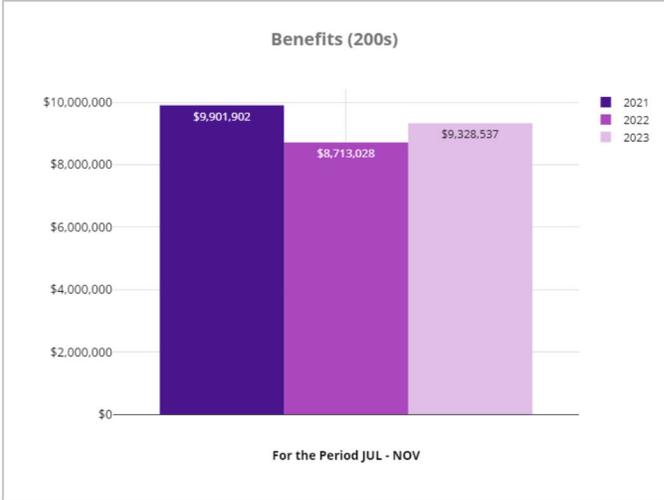


2022-2023 Reynolds SD 7 | General Fund Overview - Expense

YTD Salary and Benefits
27.59% of Budget
 Prior Year YTD: 28.06% of Actuals

YTD Purchased Services
32.53% of Budget
 Prior Year YTD: 33.19% of Actuals

YTD Other Expenses
26.35% of Budget
 Prior Year YTD: 56.24% of Actuals





2022-2023 Reynolds SD 7 | General Fund Overview - Revenue

YTD Local Sources

34.83% of Budget

Prior Year YTD: 64.02% of Actuals

YTD State Sources

48.13% of Budget

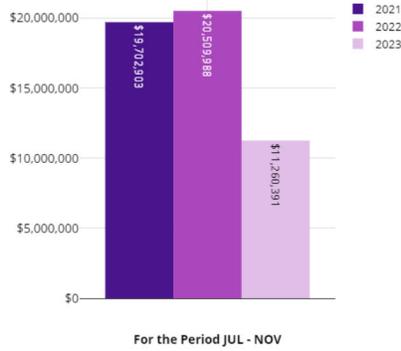
Prior Year YTD: 46.94% of Actuals

YTD All Sources (except 5400s)

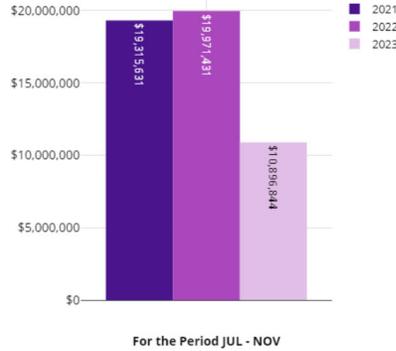
44.81% of Budget

Prior Year YTD: 50.95% of Actuals

Local Sources (1000s)



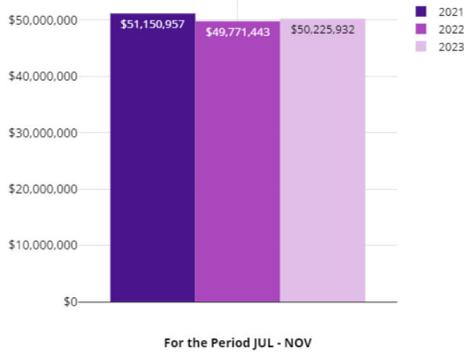
Property Taxes (1100s)



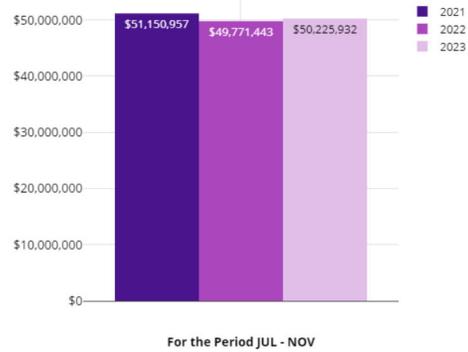
Interest Earnings (1500s)



State Sources (3000s)



State School Fund (3101)



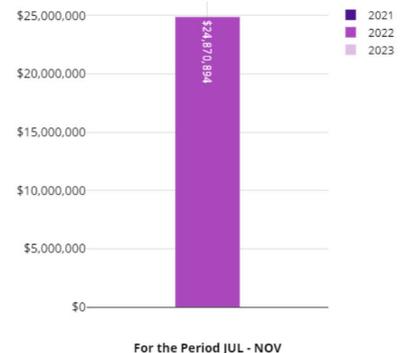
Intermediate Sources (2000s)



Federal Sources (4000s)



Other Sources (5000s)



Enrollment Count Report 2022-2023

Elementary Enrollment By Classroom November 18, 2022

														Variance			
														Projected	Diff		
														Added FTE			
School		Kn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	FTE	Grade		
		dgtn		Grade													
Alder																	
<i>Dual Language Classes</i>		21		20		22		24		22		22					
		19		18		23		22		28		27					
		18		16		21		23		25		25					
Total		58		54		66		69		75		74	396	-		402	-6
# of Classes		3		3		3		3		3		3	18				
Average Class Size		19.33		18.00		22.00		23.00		25.00		24.67					
Davis		16		17		14		20		22		21					
		16		17		14		19		22		21					
		17		16		18		18		21		21					
		16		15		13											
Total		65		65		59		57		65		63	374	-		414	-40
# of Classes		4		4		4		3		3		3	21				
Average Class Size		16.25		16.25		14.75		19.00		21.67		21.00					
Fairview		15		13		23		19		16		17					
		15		13		22		17		17		17					
		14		14				16		17		16					
Total		44		40		45		52		50		50	281	-		284	-3
# of Classes		3		3		2		3		3		3	17				
Average Class Size		14.67		13.33		22.50		17.33		16.67		16.67					
Glenfair		24		20		22		19		19		23					
		24		18		23		18		21		21					
		25		18		21		18		19		22					
				21				18		20							
Total		73		77		66		73		79		66	434	-		418	16
# of Classes		3		4		3		4		4		3	21				
Average Class Size		24.33		19.25		22.00		18.25		19.75		22.00					
Hartley		17		19		21		22		18		20					
		16		18		21		18		18		21					
		17		20		21				16		22					
Total		50		57		63		40		52		63	325	-		396	-71
# of Classes		3		3		3		2		3		3	17				
Average Class Size		16.67		19.00		21.00		20.00		17.33		21.00					

M Scott		17	14	20	17	18	18							<i>M Scott</i>
		16	21	19	22	19	21							
		17	17	18	19	19	19							
Total		50	52	57	58	56	58	331		-				396 -65
# of Classes		3	3	3	3	3	3	18						
Average Class Size		16.67	17.33	19.00	19.33	18.67	19.33							
Salish Ponds		12	18	17	20	17	20							<i>Salish Ponds</i>
		14	17	19	19	18	19							
		15	17	17	19	15	21							
Total		41	52	53	58	50	60	314		-				360 -46
# of Classes		3	3	3	3	3	3	18						
Average Class Size		13.67	17.33	17.67	19.33	16.67	20.00							
Sweetbriar		21	18	19	24	22	22							<i>Sweetbriar</i>
		19	20	16	23	23	23							
Total		40	38	35	47	45	45	250		-				272 -22
# of Classes		2	2	2	2	2	2	12						
Average Class Size		20.00	19.00	17.50	23.50	22.50	22.50							
Troutdale		21	19	19	24	28	22							<i>Troutdale</i>
		19	20	20	25	28	21							
		22	18	20			21							
Total		62	57	59	49	56	64	347		-				352 -5
# of Classes		3	3	3	2	2	3	16						
Average Class Size		20.67	19.00	19.67	24.50	28.00	21.33							
Wilkes		18	22	23	20	24	19							<i>Wilkes</i>
		17	23	24	19	24	20							
		17	22	21	19	23	18							
		10	10		20		18							
Total		62	77	68	78	71	75	431		-				419 12
# of Classes		3.5	3.5	3	4	3	4	21						
Average Class Size		17.71	22.00	22.67	19.50	23.67	18.75							
Woodland		22	22	18	25	22	20							<i>Woodland</i>
		19	22	17	25	23	21							
		22	21	17	25	23	21							
Total		63	65	52	75	68	62	385		-				359 26
# of Classes		3	3	3	3	3	3	18						
Average Class Size		21.00	21.67	17.33	25.00	22.67	20.67							

Grade Totals	608	634	623	656	667	680	3868	-	4072	-204
Total # of Classes	33.5	34.5	32	32	32	33	197			
Total Average Class Size	18.15	18.38	19.47	20.50	20.84	20.61				

ACTUAL ATTENDANCE COUNT REPORT 2021-2022

Secondary Enrollment By Grade Level November 18, 2022														COMPARISON TO PROJECTIONS			
School	6th Grade	7th Grade	x	8th Grade	x	9th Grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Added FTE		Projected	Diff
HB Lee MS	235	214		224									673			826	-153
Reynolds MS	263	277		289									829			977	-148
Walt Morey MS	179	194		184									557			604	-47
RHS + Middle College						711		622		567		521	2421			2801	-380
RLA						2		36		60		130	228			216	12
Total	677	685		697		713		658		627		651	4708	-		5424	-716
Total Reynolds:													8576	-		9496	-920
Comprehensive School		Targeted School				New Classroom Pending											
Charter School Data																	
	Kndgtn	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	x	6th-8th Grade	Total	Added FTE			
Arthur Academy	30	29		34		26		28		28			175			167	8
Rockwood Preparatory Academy	67	68		62		47		51		50			345			295	50
MLA	49	48		47		47		46		48		277	562			570	-8
HOLLA	14	16		19									49			47	2
													1131	-		1079	52
													9,707	-		10,066	(359)



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

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

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

Date: December 14, 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. IGA Between Oregon School for the Deaf, Oregon Department of Education, and Reynolds School District
- D. Jump Start Kindergarten ESSER III Grant
- E. Authorization to Spend: 22-23 Bus Replacement Cycle
- F. DJC-AR Special Procurements and Exemptions from Competitive Bidding Policy
- G. Budget Calendar Update
- H. Board Calendar Update

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



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

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

November 16, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

Attendance Taken at 7:05 PM. Spencer Chao: Absent, Yesenia Delgado: Present, 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 November 16, 2022 meeting to order at 7:04p

A. Roll Call

B. Consider Approval of the November 16, 2022 Agenda

I move that the Board approves the November 16, 2022 agenda as presented. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

C. Pledge of Allegiance

D. Land Acknowledgement

- Director Yesenia Delgado read the Land Acknowledgement into the record.

III. 7:10p - Board Recognition

A. Student Recognition

B. Volunteer/Community Partner Recognition

C. Staff Recognition

IV. 7:20p - Public to be Heard

Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.

V. 7:40p - Bargaining Group Updates

VI. 7:55p - Presentation to the Board

A. Student Outcome Monitoring Report: Fall STAR Assessment Data

- Do we keep track of the student groups that are only represented by an astrich here?
 - Yes, we review that data internally.

- SB 13 (Tribal History) and HB 2845 (Ethnic Studies)
 - Both are embedded in the ELA pathways. Ethnic studies processed has been started and is aligned with the ELA instruction and we adopted the SB 13 lessons.

B. Student Outcome Monitoring Report: Human Capital Management

C. Student Outcome Monitoring Report: Student Attendance

- Are we taking the time to check-in with students as to why they might not be showing up to school?
 - MTSS TOSAs, Social Workers, and Family Liaisons look at the whole child, not just attendance records and work with the student to see how they can support them. Family contacts and home visits.

D. First Reading: District Equity Policy - GCCB/GDCB/IKAAA

- The Board would like a Policy Review Committee reestablished.

VII. 8:25p - Superintendent's Reports

A. Announcements/Reports

B. Communications Report

C. Financial Report

D. Enrollment Report

VIII. 8:45p - Consent Agenda

I move that the Board approve Consent Agenda items A-E as presented, tabling item F for a future meeting pending a policy review committee. This motion, made by Yesenia Delgado and seconded by Michael Reyes, Passed.

Yea: 5, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. RLA Field Trip: Earth Science Trip to the Oregon Coast

D. Intergovernmental Agreement with Linn Benton Lincoln Education Service District for E-Rate Services

E. Intergovernmental Agreement with Safe Routes to School

F. Policy Updates: Second Reading (Section G: Personnel and DJC-AR: Special Procurements and Exemptions from Competitive Bidding)

IX. 8:50p - Action Items

A. Elementary Staff and Student Calendar Revision

I move that the Board adopt the proposed change to the 2022-2023 Elementary staff and student calendars, converting Friday, February 24 and Friday, May 19, 2023 to non-instructional days for professional development for elementary school teachers. This motion, made by Michael Reyes and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

B. OSBA Elections

I move that the Board vote for Katrina Doughty for position 17 on the OSBA Board of Directors. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

I move that the Board approve OSBA Resolution 1-2021-22 Legislative priorities and principals as recommended by the Legislative Policy Committee. This motion, made by Yesenia Delgado and seconded by Michael Reyes, Passed.

Yea: 5, Nay: 0

i. Position 17 Board of Director Candidate

ii. Resolution to adopt the OSBA Legislative Priorities and Principles as recommended by the Legislative Policy Committee

X. 9:05p - Board Reports and Discussion

A. Individual Board Members - Announcements and Reports

- Director Spencer Chao, position 2, has resigned his position effective immediately. Applications to fill the vacancy are available on the RSD website. Interviews will be in January.

B. Upcoming Board Meetings

XI. 9:15p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the November 16, 2022 Business Meeting at 9:09p.



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

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

December 7, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

Attendance Taken at 7:00 PM. Spencer Chao: Absent, Yesenia Delgado: Absent, Ana Gonzalez Muñoz: Present, Francisco Ibarra: Present, Aaron Muñoz: Present, Michael Reyes: Present, Cayle Tern: Present.

I. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the December 7, 2022 Work Session to order at 7:00p.

A. Roll Call

B. Land Acknowledgement

- Director Cayle Tern read the Land Acknowledgement into the record.

II. 7:10p - Public to be Heard

III. 7:30p - Budget Priorities

A. Historical Context

B. Review Themes

C. Priorize and Vote

- Voting results are attached.

D. Discussion

E. Next Steps

IV. 8:30p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the December 7, 2022 Work Session at 7:58p.

Vote

Please place a dot to the right of each theme to vote on your prioritized budget input themes. Click + to add the dot, click - to remove a dot.

KEY:

Goal Topic #1: Marginalized Students

Goal Topic #2: Culturally Responsive Teaching

Goal Topic #3: Student and Staff Wellness

Goal Topic #4: Professional Development

Ideas 8

TITLE	VOTES ▼	# VOTERS
Staff i.e. Higher Pay for Classified Staff, Training/Professional Development, Mentorship/Peer Support (1,2,3,4)	5	5
Academic Success i.e. AVID and Career/College-Ready Programs, Dual Language Programs in Elementary Schools, Block Schedules in Secondary Schools, Reading and Literacy, Small Class Sizes (1,2,3,4)	5	5
Facilities i.e. Upgrade SPED Classrooms, More Welcoming Entryways, Upgrade Playing Fields and Theaters, Modernize Libraries (1,3)	4	4
Student Support Systems i.e. Counselors/Interventionalists/Mental Health Professionals, More Resources for McKinney Vento Students, Mentoring for Student Leadership, Crisis Center, Transportation (1,2,3,4)	3	3
Safety and Security i.e. Supervision during Passing Time, School Entry Improvements, More Security, Emotional Safety (1,3)	3	3
Community Partners i.e. Planning and Strategizing with Partners, Gatherings for all Community Partners, Resources for Partners (1,2,3,4)	3	3
Student Engagement i.e. Increase CTE Offerings, Music/Dance/Arts Programs, Extracurricular Activities/Clubs, Sports (1,2,3,4)	1	1
Nutrition i.e. Better Meals, More Time to Eat (1,3)	1	1



AGonzalez

amunoz@rsd7.net

JOINED December 7, 2022 7:34 PM

LAST ACTIVITY December 7, 2022 7:41 PM

Budget Input Themes

0
IDEAS CREATED

IDEA

Nothing to show

Vote

5
IDEAS VOTED FOR

5
VOTES CAST

PARTICIPANT	IDEA	VOTES
AGonzalez	Community Partners i.e. Planning and Strategizing with Partners, Gatherings for all Community Partners, Resources for Partners (1,2,3,4)	1
AGonzalez	Staff i.e. Higher Pay for Classified Staff, Training/Professional Development, Mentorship/Peer Support (1,2,3,4)	1
AGonzalez	Facilities i.e. Upgrade SPED Classrooms, More Welcoming Entryways, Upgrade Playing Fields and Theaters, Modernize Libraries (1,3)	1
AGonzalez	Nutrition i.e. Better Meals, More Time to Eat (1,3)	1
AGonzalez	Academic Success i.e. AVID and Career/College-Ready Programs, Dual Language Programs in Elementary Schools, Block Schedules in Secondary Schools, Reading and Literacy, Small Class Sizes (1,2,3,4)	1

Results



Aaron Munoz

aamunoz@rsd7.net

JOINED December 7, 2022 7:33 PM

LAST ACTIVITY December 7, 2022 7:42 PM

Budget Input Themes

0
IDEAS CREATED

IDEA

Nothing to show

Vote

5
IDEAS VOTED FOR

5
VOTES CAST

PARTICIPANT	IDEA	VOTES
Aaron Munoz	Academic Success i.e. AVID and Career/College-Ready Programs, Dual Language Programs in Elementary Schools, Block Schedules in Secondary Schools, Reading and Literacy, Small Class Sizes (1,2,3,4)	1
Aaron Munoz	Staff i.e. Higher Pay for Classified Staff, Training/Professional Development, Mentorship/Peer Support (1,2,3,4)	1
Aaron Munoz	Community Partners i.e. Planning and Strategizing with Partners, Gatherings for all Community Partners, Resources for Partners (1,2,3,4)	1
Aaron Munoz	Safety and Security i.e. Supervision during Passing Time, School Entry Improvements, More Security, Emotional Safety (1,3)	1
Aaron Munoz	Facilities i.e. Upgrade SPED Classrooms, More Welcoming Entryways, Upgrade Playing Fields and Theaters, Modernize Libraries (1,3)	1

Results



Ctern

ctern@rsd7.net

JOINED December 7, 2022 7:34 PM

LAST ACTIVITY December 7, 2022 7:41 PM

Budget Input Themes

0
IDEAS CREATED

IDEA

Nothing to show

Vote

5
IDEAS VOTED FOR

5
VOTES CAST

PARTICIPANT	IDEA	VOTES
Ctern	Student Support Systems i.e. Counselors/Interventionalists/Mental Health Professionals, More Resources for McKinney Vento Students, Mentoring for Student Leadership, Crisis Center, Transportation (1,2,3,4)	1
Ctern	Staff i.e. Higher Pay for Classified Staff, Training/Professional Development, Mentorship/Peer Support (1,2,3,4)	1
Ctern	Academic Success i.e. AVID and Career/College-Ready Programs, Dual Language Programs in Elementary Schools, Block Schedules in Secondary Schools, Reading and Literacy, Small Class Sizes (1,2,3,4)	1
Ctern	Community Partners i.e. Planning and Strategizing with Partners, Gatherings for all Community Partners, Resources for Partners (1,2,3,4)	1
Ctern	Facilities i.e. Upgrade SPED Classrooms, More Welcoming Entryways, Upgrade Playing Fields and Theaters, Modernize Libraries (1,3)	1

Results



Francisco Ibarra

fibarra@rsd7.net

JOINED December 7, 2022 7:34 PM

LAST ACTIVITY December 7, 2022 7:37 PM

STEPHANIE FIELD

[Home](#)

[Account](#)

[Log out](#)

Budget Input Themes

0
IDEAS CREATED

IDEA

Nothing to show

Vote

5
IDEAS VOTED FOR

5
VOTES CAST

PARTICIPANT	IDEA	VOTES
Francisco Ibarra	Student Support Systems i.e. Counselors/Interventionalists/Mental Health Professionals, More Resources for McKinney Vento Students, Mentoring for Student Leadership, Crisis Center, Transportation (1,2,3,4)	1
Francisco Ibarra	Safety and Security i.e. Supervision during Passing Time, School Entry Improvements, More Security, Emotional Safety (1,3)	1
Francisco Ibarra	Staff i.e. Higher Pay for Classified Staff, Training/Professional Development, Mentorship/Peer Support (1,2,3,4)	1
Francisco Ibarra	Academic Success i.e. AVID and Career/College-Ready Programs, Dual Language Programs in Elementary Schools, Block Schedules in Secondary Schools, Reading and Literacy, Small Class Sizes (1,2,3,4)	1
Francisco Ibarra	Facilities i.e. Upgrade SPED Classrooms, More Welcoming Entryways, Upgrade Playing Fields and Theaters, Modernize Libraries (1,3)	1

Results



Michael Reyes

mreyes@rsd7.net

JOINED December 7, 2022 7:34 PM

LAST ACTIVITY December 7, 2022 7:46 PM

Budget Input Themes

0
IDEAS CREATED

IDEA

Nothing to show

Vote

5
IDEAS VOTED FOR

5
VOTES CAST

PARTICIPANT	IDEA	VOTES
Michael Reyes	Academic Success i.e. AVID and Career/College-Ready Programs, Dual Language Programs in Elementary Schools, Block Schedules in Secondary Schools, Reading and Literacy, Small Class Sizes (1,2,3,4)	1
Michael Reyes	Student Engagement i.e. Increase CTE Offerings, Music/Dance/Arts Programs, Extracurricular Activities/Clubs, Sports (1,2,3,4)	1
Michael Reyes	Student Support Systems i.e. Counselors/Interventionalists/Mental Health Professionals, More Resources for McKinney Vento Students, Mentoring for Student Leadership, Crisis Center, Transportation (1,2,3,4)	1
Michael Reyes	Staff i.e. Higher Pay for Classified Staff, Training/Professional Development, Mentorship/Peer Support (1,2,3,4)	1
Michael Reyes	Safety and Security i.e. Supervision during Passing Time, School Entry Improvements, More Security, Emotional Safety (1,3)	1

Results

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Rehana Nelson, Director of Transportation

Subject: IGA Between Oregon School for the Deaf, Oregon Department of Education and Reynolds School District

Policy: [Student Transportation Services – EEA](#)

Date: December 14, 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:

Intergovernmental Agreement between Reynolds School District and Oregon School for the Deaf, Oregon Department of Education to provide transportation to and from school.

Please refer to the following attachment: Attachment A

Previous Board Action:

Not Applicable

Background:

Reynolds School District has partnered with Oregon School of Deaf (OSD) to offer shuttle service from Oregon City to Salem. Students attending OSD live on campus during the week. Students are transported to OSD on Sunday afternoons in preparation for their school week and return on Friday afternoon. The shuttle is a benefit as we navigate school bus driver shortage. Additionally, assigning an RSD driver on Sunday afternoons impacts a driver's ability to serve home to school routes within the district throughout the remainder of the week. This creates a hardship as we continue to experience an extreme bus driver shortage. Per DOT regulations, driver time limits must be exercised to ensure safety and attentiveness of the driver. For these reasons, the partnership is a benefit to students and the district as it offers a level of safety that aligns with the district, ODE and DOT regulations.

Financial Implications:

The rates billed by OSD are fair and reasonable and do not exceed the cost to pay our drivers 1.5 times their rate to drive on Sunday, per the CBA.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the Board approve the IGA between RSD and OSD to ensure safe, reliable transportation to our students attending OSD.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the IGA between Oregon School for the Deaf, Oregon Department of Education and Reynolds School District.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT

Agreement No. 23649

This Intergovernmental Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon School for the Deaf, Oregon Department of Education (“Agency”) and Reynolds School District 7 (“Contractor”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

School Districts with students attending Oregon School for the Deaf are required to provide transportation to and from school by the Individuals with Disabilities Education Act (“IDEA”). Oregon School for the Deaf offers a shuttle service to districts as an alternative to help facilitate transportation logistics at the cost of the participating districts.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on August 29, 2022 (“Effective Date”), and terminates on June 30, 2027, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Sharla Jones, Director
999 Locust St NE, Salem, OR 97301
(503) 378-4701 (fax)
(503) 378-3825 (phone)
sharla.jones@osd.k12.or.us

4.2 Contractor’s Authorized Representative is:

Rehana Nelson
1204 NE 201st Ave, Fairview, OR 97024-2499
(503) 667-6932 (fax)
(503) 661-7200 (phone)
RNelson@rsd7.net

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Agency shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Contractor shall pay Agency as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Contractor shall pay Agency up to but not in excess of \$50,000.00 for completing all work and delivering all deliverables required of Contractor under this Agreement. Payment will be made three times per year after completion of all work and delivery of all deliverables to Contractor's satisfaction and submission of a satisfactory invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to Agency that:

- 7.1 Contractor is a school district duly organized and validly existing. Contractor has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Contractor of this Agreement (a) have been duly authorized by Contractor, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Contractor's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Contractor is party or by which Contractor may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Contractor of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of Contractor enforceable in accordance with its terms;
- 7.4 Contractor has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Contractor will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Contractor.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

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

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "Contractor Intellectual Property"** means any intellectual property owned by Contractor and developed independently from the work under this Agreement.
 - 9.1.2 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Contractor or Agency.
 - 9.1.3 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Contractor is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2** All Work Product created by Contractor under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Contractor agree that any Work Product that is an original work of authorship created by Contractor under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Contractor under this Agreement is not "work made for hire," Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Contractor under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Contractor shall execute such further

documents and instruments necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to Work Product created by Contractor under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Contractor under this Agreement is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Contractor under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Contractor grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Contractor shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and

deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Contractor (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Contractor in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Contractor on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Contractor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which Contractor is jointly liable with Agency (or would be if joined in the Third Party Claim), Contractor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Contractor on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Contractor on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contractor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: CONTRACTOR DEFAULT

Contractor will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Contractor fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Contractor in this Agreement or in any

documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Contractor is untrue in any material respect when made;

- 11.3** Contractor (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Contractor, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Contractor, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Contractor or of all or any substantial part of its assets, or (c) similar relief in respect to Contractor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Contractor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Contractor is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Contractor to perform, at Contractor's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Contractor elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Contractor's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Contractor, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Contractor. In no event will Agency be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.2, Contractor shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Contractor under this Agreement, or any other agreement between Agency and Contractor, exceed the amount to which Contractor is entitled, Agency may, after notifying Contractor in writing, withhold from payments due Contractor under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 10 AND 29.2, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Contractor;

16.2.2 Immediately upon written notice to Contractor, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

- 16.2.3** Immediately upon written notice to Contractor, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Contractor, if Contractor is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Contractor; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Contractor may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Contractor fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Contractor’s reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Contractor’s performance under this Agreement is prohibited or Contractor is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Contractor will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Contractor will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency’s reasonable request, Contractor will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Contractor under this Agreement.

SECTION 17: INSURANCE

Contractor shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain insurance specified in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency’s obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other

expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 21 hereof, and 29.2 and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together

shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

24.1 In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.

24.2 Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles Agency to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

24.3 Section 508 Compliance. Contractor, in its delivery of Goods and Services under this Agreement, shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), including as amended by the workforce Investment Act of 1998 (P.L. 105-220), and deliver Goods and Services that provide individuals with disabilities access to and use of information and data embodied in the Goods and Services that is comparable to the access provided to individuals without disabilities.

24.3.1 Mandatory Standard. Goods and Services that must be delivered in compliance with Section 508 include all electronic and multimedia content to be available on Agency public websites, generated by Agency web applications, web applications provided to Agency by Contractor (Content). Contractor shall designed and formatted Content to meet at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard).
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>.
- Content to be posted on the web must adhere to: <https://www.webaccessibility.com/>

- PDF files must comply with: <http://webaim.org/techniques/acrobat/>.
- Word files must comply with: <http://webaim.org/techniques/word/>.
- PPT files must comply with:
<http://webaim.org/techniques/powerpoint/>.
- Excel files must comply with: <https://webaim.org/techniques/excel/>

24.3.2 Content Delivered by Contractor. Contractor shall design and deliver Content that meets the Mandatory Standard.

24.3.2.1 Acceptance criteria for Content includes the Content meeting the Mandatory Standard.

24.3.2.2 Contractor shall test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Contractor represents and warrants that following Agency acceptance of the Content, the Content will meet the Mandatory Standard.

24.3.3 Agency Content Review. Acceptance review of Content will include Agency testing the submitted Deliverable to validate the Content meets the Mandatory Standard.

24.3.3.1 Agency will complete a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>).

24.3.3.2 If Agency determines that submitted Content does not meet the Mandatory Standard, Contractor shall revise the Content to meet the Mandatory Standard as at no additional cost to Agency.

24.3.3.3 If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Contractor to remove the Content. Contractor shall remove Content identified in any such notice within three (3) Calendar Days and take other corrective action specified in the notice.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Contractor after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Contractor may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Contractor to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Contractor's assignment or transfer of its interest in this Agreement will not relieve Contractor of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS AND SUBCONTRACTOR INDEMNIFICATION

- 29.1** Contractor shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Contractor under this Agreement. Agency's consent to any subcontract will not relieve Contractor of any of its duties or obligations under this Agreement.
- 29.2** If Agency consents to subcontracting, Contractor shall take all reasonable steps to cause its Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor's Subcontractor or any of the officers, agents, employees, or subcontractors of the Subcontractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Subcontractor from and against any and all Claims.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Contractor's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Contractor shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work.

SECTION 35: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY

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

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

**STATE OF OREGON acting by and through its Oregon School for the Deaf,
Oregon Department of Education.**

Philip Hofmann, Deputy Director of Procurement

Date

Reynolds School District 7

Christopher Ortiz, Deputy Superintendent

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

N/A

Name, Title

Date

EXHIBIT A

STATEMENT OF WORK

1. Background

The Oregon School for the Deaf (“OSD” or “Agency”), as a part of Oregon Department of Education (“ODE”) is contracting with Reynolds School District 7 (“Contractor”) to provide transportation shuttle services for district students who attend OSD and reside in the dormitories during the school week. Students return home on the weekends and during school breaks. The Agency shall provide shuttle services to and from Oregon School for the Deaf’s campus and the Oregon City Interpretive Center at 1726 Washington St. Oregon City, 97045 for Contractor’s students who reside in the dormitories. Contractor shall be responsible for transportation to and from students’ homes and the Agency’s shuttle stop.

2. Project Tasks and Deliverables

Task 1: Agency provides shuttle services to school districts for transportation to and from OSD’s campus.

Deliverable 1: Agency shall provide transportation for Contractor’s dorm students to and from the OSD campus to the Oregon City Interpretive Center on Fridays and Sundays. Contractor shall arrive at the Oregon City Interpretive Center before 1:00pm on Fridays to pick up the students and by 4:15pm on Sundays to drop off the students. In the event of no school on Friday or Monday, the shuttle will run at the same time on Thursday or Monday. Shuttle schedule will follow Oregon School for the Deaf’s current year’s school calendar, provided upon request by OSD’s Transportation Secretary.

Task 2: Contractor shall inform the Oregon School for the Deaf Transportation Secretary prior to adding any students to the shuttle.

Deliverable 2: Contractor shall inform the Oregon School for the Deaf Transportation Secretary and receive confirmation prior to adding any students to the shuttle by email or phone.

3. Budget

Item	Cost
Transportation per student per trip (one way)	Cost identified at the start of each school year by Agency
Total, not to exceed:	\$50,000.00

To: Board of Directors

From: Dr. Koreen Barreras-Brown

Prepared by: April Olson, Director of Federal Programs

Subject: Jump Start Kindergarten ESSER III Grant

Policy: [Instructional Goal - IA](#)

Date: December 14, 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:

In Spring 2022, Reynolds School District received notification from the Oregon Department of Education that the District was eligible to receive funding through the American Resource Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER III) funds for a Jump Start Kindergarten Program. Jump Start Kindergarten program is one of the ESSER III Set Aside Investments Plans under the ARP Act.

The purpose of the Jump Start Kindergarten program is to provide funding to Title I-A Schools currently serving kindergarten for the creation of summer programs for students and their families, with a goal of ensuring a smooth and successful transition from early childhood into kindergarten by setting the foundation for a positive school experience.

Previous Board Action:

The Board has previously accepted general Elementary and Secondary School Emergency Relief (ESSER III) funds.

Background:

In collaboration with Multnomah County Schools Uniting Neighborhoods (SUN) Community Schools, Reynolds School District elementary schools have been offering a Early Kindergarten Transition (EKT) program for many years, setting the groundwork to incorporate and expand with the Jump Start Kindergarten program.

Financial Implications:

The grant for Jump Start Kindergarten is an expense reimbursement grant of up to \$1,093,389 from May 1, 2022 to September 30, 2024.

Alternatives:

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

Staff Recommendation:

Staff recommends the Board authorize acceptance of the Jump Start Kindergarten ESSER III Grant from Oregon Department of Education, providing resources for kindergarten transition programs.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize staff to accept the Jump Start Kindergarten ESSER III Grant from Oregon Department of Education in the total amount of \$1,093,389 to provide high-quality kindergarten transition programming for students and families.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 22885

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

SECTION 1: AUTHORITY

Pursuant to ORS 327.128 and the American Rescue Plan (“ARP”) Act of 2021, Public Law No. 117-2, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of American Rescue Plan – Elementary and Secondary Schools Emergency Relief Fund (“ARP-ESSER III”) is to prevent, prepare for, and respond to the COVID-19 pandemic. With this funding, states have the option of taking “State Funding” for activities led by the State Education Agency (“SEA”). States that choose to take this funding must allocate 5% of the state total amount to carry out activities to address the academic impact of lost instructional time; at least 1% for the implementation of evidence-based summer enrichment programs; and at least 1% for the implementation of evidence-based comprehensive afterschool programs. Each of these reservations requires that the SEA use evidence-based interventions that respond to the academic, social, emotional, and mental health needs of students, particularly groups of students disproportionately impacted by the pandemic.

The purpose of this Grant is to provide ARP ESSER III funding to Grantee to implement an evidence-based summer enrichment program that responds to students’ academic, social, and emotional needs and addresses the disproportionate impact of the coronavirus on Focal Students and their families.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of May 1, 2022 (“Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Nancy Hauth
255 Capitol St. NE Salem, OR 97310
503-510-3406
Nancy.Hauth@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201st Ave, Fairview, OR 97024
503-661-7200
aolson@rsd7.net

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

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,093,389.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from moneys available through ARP-ESSER III Education Stabilization Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any

deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is an education service district, duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or

governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

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

SECTION 9: OWNERSHIP

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

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

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

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

States or Agency.

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

SECTION 10: CONFIDENTIAL INFORMATION

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

potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

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

SECTION 11: INDEMNITY/LIABILITY

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

liability, product liability, or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

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

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;

15.1.2 Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect when made; or

15.1.3 A petition, proceeding, or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days' written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or for which Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant, or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies

singly, collectively, successively, or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement for Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

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

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

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

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

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

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

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.
- 19.2 Nonappropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party’s Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender’s receipt of confirmation generated by the recipient’s email

system that the notice has been received by the recipient’s email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 8, 10, 11, 13, 14, 16, 17 and subsections 19.2, 19.5 hereof, and 19.13 and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency, and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency’s consent to Grantee’s assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.**
- 19.11.1** Grantee may not enter into any subgrants for any of the Project activities required of Grantee under this Grant.
- 19.11.2** Grantee may not, without Agency’s prior written consent, enter into any contracts for any of the Project activities required of Grantee under this Grant. Agency’s consent to any contract will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities

under this Grant.

19.13 Records Maintenance and Access. Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic, or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic, or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning of, or to interpret, this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit C (Federal Terms and Conditions)
- Exhibit A (the “Project”)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Philip Hofmann, Deputy Director of Procurement Date

Grantee

By: _____
Authorized Signature Date

Printed Name Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Approved via email _____
Jake Hogue, Assistant Attorney General Date 9/29/2022

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

Since 2020, early learning opportunities for Oregon families have been compromised by the effects of the COVID-19 pandemic. Many Head Start agencies, preschool programs, and child care centers paused programming, transitioned to online learning, and/or permanently closed resulting in significant enrollment declines in early learning, with specific populations disproportionately affected. While we don't yet know the full impact of this gap in service, we do know that it disproportionately impacted families of color and migratory students enrolled in kindergarten at a rate that was a third lower than students who are not migratory.

Through this Grant, districts are able to offer a unique opportunity to proactively engage focal families in Title I schools by offering an evidence-based summer enrichment program which aims to provide students and their families a smooth and successful transition from early childhood into kindergarten to meet the following goals:

1. Student-centered goals for school readiness:

- Create critical relationships that affirm a student's sense of belonging and connection to peers, adults and school community
- Increase student's social, emotional, and related readiness skills to participate in a group setting and gain understanding of classroom routines
- Cultivate a sense of joy, connection and curiosity in the discovery of learning

2. Partnership-centered goals for a smooth transition for families:

- Cultivate a strong sense of comfort and confidence in families to the school environment and in navigating school systems where they feel like valued partners in their child's education
- Develop positive relationships between families and other families, school staff, and community partners
- Cultivate positive attendance, routines, and increase a meaningful connection to their child's educational experience
- Work to align systems in partnership with Early Childhood Special Education programs, Early Learning Hubs, and Head Start programs

SECTION II. PROJECT ACTIVITIES

Grantee must use the Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period. Grantee must implement a summer program that complies with the following requirements and recommendations:

1. Length and Duration of Summer Program.

The summer program is intended to be a part of a broader kindergarten transition plan at the school that includes a variety of transition supports that begin during the year prior to kindergarten. The summer program must:

- Operate at least two consecutive weeks scheduled during the summer months when school is not in session (summers 2022, 2023, and 2024)
- Provide a minimum of 30 hours student in-person programming

2. Prioritization of Focal Students.

Serve all incoming kindergarten students with a focused effort to serve children and their families disproportionately impacted by the pandemic with one or more of the following criteria (“Focal Students”):

- Students experiencing poverty;
- Students of color (including but not limited to American Indian and Alaskan Native students, Black and African American students, Hispanic, Latino/a/x/e and MesoAmerican Indigenous students, Asian students, Native Hawaiian and Pacific Islander, multiracial students);
- LGBTQ2SIA+ students;
- Students with disabilities;
- Students who are emerging bilinguals;
- Students experiencing houselessness;
- Students experiencing foster care;
- Migrant students;
- Students with experience of incarceration or detention; and
- Focal Students who have not previously attended preschool.

3. Family Partnerships.

Provide a minimum of 10 hours of family partnership activities. Grantee is encouraged and has the flexibility to design the family engagement component to align with the practices, routines, cultural and community backgrounds of the particular school and school community for which it serves. The program should uphold culturally and linguistically responsive family engagement alignment with broader district goals and requirements. Strategies may include:

- Collaborative connections to strengthen parent/ caregiver leadership, advocacy, and oversee implementation of transitional practices;
- Family orientation prior to start of program;
- Opportunities for families to visit upcoming kinder classrooms, family/ teacher home visits; and/or
- Additional family activities to encourage a meaningful connection to their child’s school experience or other related parent resources.

4. Transition Coordination.

Support families of enrolled children during transitions to kindergarten, including in partnership with Early Childhood Special Education programs, Early Learning Hubs, and Head Start programs.

5. Fees.

Grantee shall provide all required Project Activities at no cost to students or families.

6. Culturally Sustaining Outreach for Enrollment.

Provide effective and culturally responsive outreach methods to ensure enrolled students represent at least the current demographics of the school’s population with an emphasis on focal student groups.

7. Attendance.

- Document daily attendance of enrolled students. Grantees should strive for 90% of students attending each session in the 2 week program
- Grantees are prohibited from suspending or expelling children from the program

8. Program Location.

Programs should be held at the school where children will be entering kindergarten (with the exception of school building closures, staffing limitations, or student enrollment).

In the event of a school building closure, the program must be held at an accessible location, approved by Agency. Grantee shall provide Agency with notice of any building closure as soon as practicable after Grantee learns of the closure.

9. Meals.

Grantee must offer a child nutrition program if the program is eligible for a nutrition program. Grantee shall provide meals in accordance with state and federal law.

10. Transportation.

Provide transportation to and from the program. Grant Funds may be used to support transportation costs.

11. Staffing.

To the extent possible, the program should be staffed by a kindergarten teacher from the school the child will attend with adequate classroom support staff and/ or volunteers.

Grant Funds may be used to support staffing for outreach, family partnerships coordinator, custodial, special education teachers, school counselors, a district or school contact who oversees

coordinated transition plans and practices, etc.

Grantee shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with section 315 of Division M of the CRRSA Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. Grant Funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

12. Programming.

All programming should be culturally-sustaining using evidence-based practices or practices with an emerging evidence-base including but not limited to:

- Building relationships and sense of belonging
- Supporting social emotional skills
- Practicing small motor activities
- Practicing school and classroom routines
- Providing free exploration and individual choice time
- Providing time for literacy and numeracy activities
- Offering additional well-rounded activities such as art, song, dance and culturally affirming activities

SECTION III. PROJECT EVALUATION/ REPORTING REQUIREMENTS

Grantee must participate in the Project evaluation activities and submit the required reports to the Agency Grant Manager as identified in the table below:

#	EVALUATION/ REPORT	DUE DATE
1	Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and budget To guide Project activities and ensure progress toward Project goals, Grantee is encouraged to develop the Plan through active collaboration with stakeholders, coordination with similar programs and projects within the state of Oregon, and in alignment to its schools and district continuous improvement plans Agency and Grantee will collaborate to ensure the Grantee’s proposed Plan and budget are reasonable, necessary, and directly related to Project activities	By May 15 th annually with the exception of the summer of 2022, which is due within 30 days from the Grant Executed Date
2	Participate in Agency facilitated periodic collaborative meetings	Ongoing and as requested by Agency

#	EVALUATION/ REPORT	DUE DATE
3	Participate in in-person or virtual visits with Agency Grant Manager or designee to include but not be limited to the review and/or revision of Plan, compliance with program requirements, the progress of Project activities, and the expenditure of Grant Funds, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, effective monitoring of the summer program, and submission of federal reporting requirements	Ongoing and as requested by Agency
4	Comply with data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring, and technical assistance	Ongoing and as requested by Agency
5	Submit to Agency an end of program report using an Agency provided form to include but not be limited to the following: <ul style="list-style-type: none"> • Student rosters • Student attendance • Family engagement participation • Self-assessment addressing if goals were met and verification of program schedule and hours 	On or before October 30 th , annually
6	Expenditure report detailing the expenditure of Grant Funds to include any additional federal reporting requirements	On or before November 15 th , annually

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

SECTION IV. BUDGET

Budget Adjustments. Grantee shall submit a budget for each year of the Performance Period as described in Section III of this Exhibit A. After the budget is approved by Agency, Grantee shall expend funds in accordance with the approved budget.

Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the budget by up to and including 25% of the category or line item without the prior consent of Agency’s Grant Manager. Grantee may not expend Grant Funds that differ from the amounts shown in the accepted budget for each category or line item in the budget by more than 25% of the category or line item without the prior written approval of Agency’s Grant Manager. In no event shall Grantee be entitled to reimbursement in excess of the Grant Funds identified in Section 6 of this Grant. Any adjustment to the Budget that results in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Grantee must submit any budget adjustments of more than 25% allocated for any category or line item in the budget, to Agency using an Agency provided form. No adjustments to the budget will bind the Agency, nor will the Agency be required to compensate Grantee in accordance with such adjustments, unless and until Agency Grant Manager, or designee, approves such adjustments in writing.

Indirect Costs. Grantee may seek reimbursement for indirect costs as a percentage of the Grant Funds disbursed under this Grant and in accordance with the federal cost principles. Indirect costs must not exceed Grantee’s federally-approved rate at the time the cost was incurred. If Grantee does not have a federally-approved rate, Grantee will not be reimbursed for indirect costs. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

Equipment and other Capital Expenditures. If the Project includes the acquisition of “Equipment” or “Capital Expenditures” as defined in [2 CFR § 200.1](#), Grantee must seek and obtain Agency’s prior written approval using an Agency provided form before using Grant Funds to purchase Equipment or Capital Expenditures. Equipment and Capital Expenditures purchased with Grant Funds must comply with 2 CFR [§ 200.310-200.316](#) and [§ 200.439](#) which describes the required maintenance, documentation, and allowed disposition.

SECTION V. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), and if requested by Agency, Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at:
<http://wave.webaim.org/extension/>
- <https://www.webaccessibility.com/>
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: <https://webaim.org/techniques/excel/>

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the website or application to validate the Content meets the Mandatory Standard, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee must remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION VI. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred basis upon receipt of Grantee’s request(s) for disbursement. Grantee may request disbursement as frequently as it wishes after Grantee has incurred reimbursable expense, however, Grantee must submit a disbursement request by November 15th annually.

Upon request, Grantee shall provide Agency with additional documentation of expenses incurred and any other supporting documentation Agency requires prior to disbursement of Grand Funds. Agency may withhold Grant Funds if Grantee fails to provide adequate documentation of claimed expenses.

All final requests for disbursement must be submitted within 45 days of the Grant expiration date.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

PROFESSIONAL LIABILITY

Required **Not required**

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

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY

Required **Not required**

Directors, officers, and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees’ actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

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

committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense, and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee must maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all activities required under the Grant,
or
- (ii) Agency or Grantee termination of the Grant, or
- (iii) The expiration of all warranty periods provided under the Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

EXHIBIT C FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, Agency’s payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 84.425U

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee’s contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704,

as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323 Procurement of recovered materials: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323>

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

(L) See §200.322 Domestic preferences for procurements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

Grantee must comply with the provisions of all applicable acts, regulations, and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Trafficking in Persons.

The Code of Federal Regulations 2 CFR 175 is hereby incorporated into this Grant with the following changes:

a.2ii.B. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2.ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this Grant without penalty for any violation of these provisions by the Grantee or its employees.

Specific Conditions for Disclosing Federal Funding in Public Announcements.

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the Grant Funds, Grantee must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the Project or program; and
- 3) The percentage and dollar amount of the total costs of the Project or program that will be financed by non-governmental sources.

Grantee must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019.

Prohibition of Text Messaging and Emailing While Driving During Official Grant Business.

Grantee and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official Grant business, or from using government supplied electronic equipment to text message or email when driving. Grantee must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” October 1, 2009.

Conferences and Meetings.

Grantee must take into account the following factors when considering the use of Grant Funds for conferences and meetings:

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:
 - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;

- Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In particular, remember that:
- Grant Funds cannot be used to pay for alcoholic beverages; and
 - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.
- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Grant Funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not

necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

- 6) Grantee is strongly encouraged to contact Agency Grant Manager with any questions or concerns about whether using Grant Funds for a meeting or conference is allowable prior to committing Grant Funds for such purposes.
- 7) Grantee is responsible for the proper use of Grant Funds and may have to repay Grant Funds if Grantee violates the terms of this Grant, including the provided guidance for meeting and conference related expenses.

EXHIBIT D FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.332(a)(1))

(i) Grantee name: <i>(must match name associated with UEI)</i>	Reynolds School District
(ii) Grantee’s Unique Entity Identifier (UEI):	JKMUSNGCD4P9
(iii) Federal Award Identification Number (FAIN):	S425U210049
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	March 24, 2021
(v) Grant period of performance start and end dates:	Start: 5/1/2022 End: 9/30/2024
(vi) Grant budget period start and end dates:	Start: 5/1/2022 End: 9/30/2024
(vii) Amount of federal funds obligated by this Grant:	\$1,093,389.00
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Detail at Agency
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	Detail at Agency
(x) Federal award project description:	American Rescue Plan – Elementary and Secondary Schools Emergency Relief Fund (ARP-ESSER)
(xi) a. Federal awarding agency:	U.S. Department of Education
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Cynthia Stinson Email: cynthia.stinson@ode.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 84.425U Title: Education Stabilization Fund Amount: \$747,352,489.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	Federally-approved rate at the time the cost occurred
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term “pass-through entity” refers to the State of Oregon, acting through its Department of Education.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Rehana Nelson, Director of Transportation

Subject: Authorization to Spend over \$500,000.00 – 2022-2023 Bus Replacement Cycle

Policy: [Student Transportation Services - EEA](#)

Date: December 14, 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 2022-2023 replacement schedule requires the purchase of three large buses (Type D), two Activity Vehicles (Type A) and one ten passenger van (Type 10). This purchase satisfies the required federal emissions standards, replacement schedule timelines, passenger capacity concerns, youth programs transportation and specialized transportation.

Quotes have been provided by four Bus Manufacturers. Quotes were gathered using only State of Oregon contracted vendors, using existing bus bids available for Oregon School Districts. Consideration of cost per vehicle, bus performance history and service from vendors were all taken into account.

Staff is requesting authorization to spend over \$500,000.00 for purchase of three school buses and three passenger vehicles utilizing the Eugene School District procurement contract.

Previous Board Action:

Vehicle replacement is on an annual cycle. The Board approves any purchases over the \$500,000 threshold.

Background:

Prices were gathered from State Contract vendors Schetky NW Sales, Western Bus Sales, Peterson Trucks, NW Bus and Toyota. Staff recommends purchasing vehicles from Schetky NW Sales.

Financial Implications:

The 2022-2023 Budget includes the appropriations necessary to move forward with the order of diesel buses for purchases.

The proposal for diesel fueled replacement buses is as follows:

- 3 at \$170,614.99 – 84 Passenger from Schetky NW Sales

The proposal for unleaded fuel replacement buses is as follows:

- 2 at \$94,640.94 – 14 Passenger from Schetky NW Sales

The proposal for unleaded fuel additional Type 10 Passenger Van is as follows:

- 1 at \$38,635.00 – 8 Passenger from Toyota Dealer

The total expense for the three diesel buses is \$511,844.97. The total expense for the two unleaded buses is \$189,281.88 and the total expense for the Type 10 Passenger Van is \$38,635.00.

Alternatives:

Federal and Oregon law requires school districts to meet emissions standards. Therefore a replacement schedule is created to meet those timelines. There are federal emission standards that must be implemented by 2025.

Staff Recommendation:

Staff recommends the Board authorize the purchase of three Type D buses, two Type A buses and one Type 10 passenger van, scheduled for the 2022-2023 replacement cycle through the Eugene School District contract pricing purchase and declare the buses to be replaced surplus for either sale, trade-in or scrap.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the expenditure of over \$500,000 to purchase six diesel Type C buses, two Type A passenger vans, and one Type 10 van and declare the buses to be replaced surplus for either sale, trade-in or scrap.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Pamela Streater

From: Welker, Chris <chrisw@nwbus.com>
Sent: Tuesday, October 18, 2022 8:13 AM
To: William Rice
Subject: Re: Reynolds School District

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

Hey JR.

Thanks for giving me a chance to quote your Buses. Unfortunately at this time we will not be able to offer a bus to Reynolds SD. Im sorry for this but we just dont have a competitive option at the moment.

Again I appreciate your interest and willingness to give me a shot.

Have a great day.

Chris

On Tue, Oct 18, 2022, 8:03 AM William Rice <WRice@rsd7.net> wrote:

Morning Chris,

Are you in the office?

Thank You.

J.R. Rice

Lead Mechanic

Reynolds School District #7

1204 NE 201st Ave., Fairview, OR 97024

PH: 503-492-4921 | EM: wrice@rsd7.net

From: Welker, Chris [mailto:chrisw@nwbus.com]

Sent: Thursday, October 13, 2022 1:25 PM

To: William Rice <WRice@rsd7.net>

Subject: Re: Reynolds School District

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

Hey JR.

Shoot me a call when you get back in.

Thanks.

Chris

On Thu, Oct 13, 2022, 12:13 PM William Rice <WRice@rsd7.net> wrote:

Please see attachments.

143

2

Thank You.

J.R. Rice

Lead Mechanic

Reynolds School District #7

1204 NE 201st Ave., Fairview, OR 97024

PH: 503-492-4921 | EM: wrice@rsd7.net

Pamela Streater

From: William Rice
Sent: Tuesday, November 8, 2022 9:21 AM
To: Richard A Sanner
Subject: RE: Reynolds

Thanks for the info, Have a great day.

J.r

From: Richard A Sanner [mailto:RASanner@petersontrucks.com]
Sent: Tuesday, November 8, 2022 8:55 AM
To: William Rice <WRice@rsd7.net>
Subject: Re: Reynolds

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

Good morning sir,
Unfortunately all transit buses that I have in stock and on order are spoken for. Due to our RE bus being put out to pasture, I can't order anything additional.
We can talk about a 81 passenger conventional on 34'11" body if you're interested. That's the same body length of the 77 passenger buses you have now.
Sorry I can't be more helpful.
Have a great day!
Rich

From: William Rice <WRice@rsd7.net>
Sent: Tuesday, November 8, 2022 8:42:04 AM
To: Richard A Sanner <RASanner@petersontrucks.com>
Subject: Reynolds

CAUTION: External Email

This message is from an external sender. Use caution when opening unexpected email messages. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Morning Buddy,

What did you ever find out about the Transit unit? We talked about like a week or so ago.

Thank You.

145

1

J.R. Rice
Lead Mechanic
Reynolds School District #7
1204 NE 201st Ave., Fairview, OR 97024
PH: 503-492-4921 | EM: wrice@rsd7.net



Customer Quotation:



Prepared For:
REHANA NELSON
REYNOLDS SCHOOL DISTRICT
503-492-4921

Territory Manager:
MARK ZOLLNER
markz@schetkynw.com
971-990-7018

1424 NE 201ST AVE
TROUTDALE, OR 97060

8430 NE KILLINGSWORTH ST.
PORTLAND, OR 97220

Quote Number:
391780

Quote Date:
11/30/2022

Quote Expires:
12/15/2022

Model Profile: Thomas Built Buses Saf-T-Liner HDX 140YS

Product Type: D - REAR ENGINE
Year: 2024
Chassis Model: CHSY
Chassis MFG: THOMAS
GVWR: 36,200-LB
Passenger Capacity: 84
Headroom: 78
Wheelbase: 267
Brake Type: AIR DISC
Engine Type: CUMMINS B6.7 280 DIESEL, 6 Cyl, 280 HP, 2500 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100 GALLONS
Transmission Type: ALLISON 3000PTS
Axle, Front: 13,200-LB CAPACITY
Axle, Rear: 23,000-LB CAPACITY
Tires, Front: MICHELIN 11R22.5 X LINE Z 16(H) PLY
Tires, Rear: MICHELIN 11R22.5 X LINE Z 16(H) PLY
Suspension Front: 13,200-LB LEAF SPRINGS
Suspension Rear : HENDRICKSON "COMFORT AIR" AIR RIDE

Total for 1 complete unit available \$169,844.00
Oregon Corporate Activity Tax .57%: \$ 968.11
F.O.B., Troutdale, OR \$ 170,812.11
Estimated Delivery: 210-240-ARO X 3
\$ 512,463.33

Total Unit Quantity 3

Terms and Conditions: Net 30 Days
Quote Expires: 12/15/2022

By signing below, you are acknowledging the specifications listed are complete and accurate. Order will be placed using the specifications listed.

Customer Signature: _____ Date: _____
Authorized Signature

Please Forward All Remittances to Our Corporate Office:
8430 NE Killingsworth Street
Portland, OR 97220

Includes the Following Equipment:

BODY

ACCESSORIES

- 1 DRIVER'S STORAGE BOX LOCATED OVER DRIVER'S WINDOW (HDX)
- 1 PROP ROD - ACCESS DOOR ABOVE WINDSHIELD
- 1 LUGGAGE COMPARTMENT-THROUGH DELUXE-125"
- 1 SEALED STORAGE COMPARTMENT W/LOCK, RIGHT SIDE FRONT

CERTIFICATION/SAFETY

- 1 FIRE EXTINGUISHER - 5 LB.
- 1 HATCH-RF ESC SPEC ADVANTAGE H1976-025-111 GRAY (2)
- 1 TRIANGLE FLARES - OVERHEAD STORAGE
- 1 HDX ACCUSTYLE, HEATED & REMOTE REAR VIEW MIRRORS
- 1 HDX EYE-MAX LP HEATED CROSS VIEW MIRROR
- 1 AIR CLUSTER LED / STROBE STOP SIGNAL
- 1 CHILD CHECKMATE PASSENGER ADVISORY

DOORS

- 1 EXTERIOR DOOR HANDLE
- 1 24" SIDE EMERGENCY DOOR LS
- 1 VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
- 1 VANDALOCK - SIDE EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 VANDALOCK - REAR PUSHOUT WINDOW, WITH DAVENPORT SHELF
- 1 STEPWELL GUARD (HDX)

ELECTRICAL - BODY

- 1 TWO(2) DEFROSTER FANS MOUNTED OVER CENTER WINDSHIELD
- 1 BACKING ALARM - HEAVY DUTY - 97DB
- 1 OUTSIDE SPEAKER HORN - CHASSIS-MOUNTED (TRANSIT)
- 1 GPS - ZONAR SYSTEM, HDX
- 1 CELLULAR PHONE POWER OUTLET REAR WALL OF SWITCH CABINET
- 1 PREMIUM SPEAKERS - EIGHT (8)
- 1 RADIO - AM/FM DEA700 DELPHI, TRANSIT W/PAGE
- 1 BREAKERS - MANUAL RESET
- 1 LED LIGHT MONITOR-16 LIGHT SYS
- 1 ADDITIONAL DOME LIGHTS - LED (TWO)
- 1 LED DOME LIGHTS
- 1 LED DRIVER'S DOME LIGHT
- 1 FLUSH MTD EXTERIOR LED LIGHT-ENT DOOR
- 1 LIGHT-LED STEPWELL - HDX
- 1 7" LED DIRECTIONAL LIGHTS - FRONT
- 1 LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
- 1 LAMPS-STOP/TAIL 4"FLUSH-MOUNT LED
- 1 LAMPS-LICENSE PLATE ILLUMINATION LED - ONE (1)
- 1 SIDE DIRECTIONAL-PIN AMBER TURN,CENTER FRONT WHEEL
- 1 SIDE DIRECTIONAL-PIN AMBER TURN,CENTER REAR WHEEL
- 1 LED WARNING LIGHTS - FOUR (4) AMBER AND FOUR (4) RED LENS
- 1 MARKER/ID LAMPS - LED PIN TYPE
- 1 MID-MARKER LAMPS - LED PIN TYPE
- 1 HEADLIGHTS -LED, W/HEATER TRANSIT
- 1 RECEPTACLE - REAR, ENGINE HEATER (HDX)
- 1 NOISE SUPPRESSION SWITCH

EXTERIOR

- 1 AIR HORN - BENEATH FLOOR
- 1 FUEL FILLER DOOR WITH LOCK AND SPRING
- 1 20 GAUGE SMOOTH SIDE SHEETS
- 1 BRACKET - MOUNTING, LICENSE PLATE, FRONT
- 1 SEALING, EXTERIOR JOINT EDGE
- 1 MUD FLAPS - FRONT, RUBBER, 15"W WITH LOGO
- 1 REAR RUBBER MUD FLAPS 22.5W W/LOGO
- 1 FENDERETTES - FOUR (4)

HVAC

- 1 84,000 BTU HEATER - 5TH SECTION LEFT SIDE
- 1 84,000 BTU HEATER - 13TH SECTION LEFT SIDE
- 1 PLUMBING AT SIDE DOOR WITH PLYWOOD FLOOR
- 1 GATES BLUE HEATER HOSE - FRONT CENTER HEATER

INTERIOR

- 1 GRAY KORSEAL PEBBLE STEP TREADS/ NOSING
- 1 STEP RISER COVER (HDX)
- 1 DARK GRAY VINYL FLOOR WITH 13" CENTER AISLE
- 1 PLYWOOD FLOOR - 5/8" THICKNESS
- 1 78" HEADROOM
- 1 ACOUSTIC HEADLINING - COMPLETE WITH POLYESTER INSULATION
- 1 ASSIST RAIL – RIGHT SIDE

PAINT/LETTERING

- 1 PAINT STANDARD SASH FLAT BLACK
- 1 YELLOW REFLEXITE - 1", PERIMETER OF REAR BUS BODY
- 1 YELLOW "SCHOOL BUS" SIGN - FRONT HOOD
- 1 YELLOW "SCHOOL BUS" SIGN - REAR HOOD
- 4 YELLOW REFLEXITE-PERIMETER OF PUSHOUT SASH (28.5" HIGH SASH)
- 1 YELLOW REFLEXITE - PERIMETER OF EMERG DOOR, 24" W (78" HR)
- 1 YELLOW REFLEXITE - PERIMETER OF REAR PUSHOUT WINDOW
- 1 REFLECTIVE TAPE-ROOF HATCH WHITE(2)
- 1 YELLOW REFLEXITE - 2", BELT LINE - BOTH SIDES OF BUS BODY
- 1 PAINT-EXTERIOR ROOF WHITE 6"
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-SOLID COLOR YELLOW

SEATS

- 1 LEFT SIDE BARRIER IMMEDIATELY BEHIND DRVR MOVED REARWARD 2"
- 1 BARRIER STORAGE POUCH, RIGHT SIDE AT ENTRANCE DOOR
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
- 1 39" BARR-VERT,WALL MT 45"H RS
- 1 39"8DEG BARR-REV. WALL-MT 45"H LS
- 2 PRO GRA/BLK UPH-45"H RECESSED BARRIER
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 RETAINER NATIONAL DR.ST.BELT
- 13 S3B 39"RS WALL MT RESTRAINING/NO BELT
- 11 S3B 39"LS WALL MT RESTRAINING/NO BELT
- 1 S3B 39"LS FLOOR MT RESTRAINING/NO BELT
- 1 FIREBLOCK GRAY UPHOLSTERY - S3B DAVENPORT
- 25 FIREBLOCK GRAY/BLACK UPHOLSTERY - S3B SEAT
- 1 S3B 39"/39" DAVENPORT RESTRAINING/NO BELT
- 1 S3C 39"LS 3-PASSENGER FLIP FLOOR MOUNT
- 1 [D980427166] PRO GRAY/BLACK UPHOLSTERY - S3C SEAT

WINDOWS/GLASS

- 1 TINTED TEMPERED GLASS - COMPLETE
- 1 TINTED TEMPERED GLASS-DRIVER'S WINDOW, BLK FINISH WIND FRAME
- 1 TINTED WINDSHIELD WITH 5" BAND FOR MVP-ER, ER TRANSIT
- 2 TINTED TEMPERED PUSHOUT-LEFT SIDE,VERTICAL HINGE
- 2 TINTED TEMPERED PUSHOUT-RIGHT SIDE,VERTICAL HINGE

CHASSIS

AXLES AND SUSPENSIONS

- 1 AXLE - REAR, DANA 22060S, 5.57 RATIO
- 1 SYNTHETIC LUBRICANT - REAR AXLE
- 1 SYNTHETIC LUBE STANDARD W/FRONT AXLE
- 1 HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION

BRAKES

- 1 ANTILOCK BRAKES - MERITOR/WABCO (HDX)
- 1 AIR ANTI-LOCK DISC BRAKES
- 1 ELECTRONIC STABILITY CONTROL - HDX
- 1 PARKING BRAKE INTERLOCK

CHASSIS EQUIPMENT

- 1 SCHRAEDER VALVE LOCATED IN ENGINE COMPARTMENT (5,K)
- 1 REMOTE AIR RESERVOIR DRAINS - RIGHT SIDE
- 1 HOSES-RBR,ADVNCED GRD(GATES BLU STRIPE)W/CONSTNT TRQ CLMP
- 1 100 GALLON FUEL TANK, BETWEEN THE RAILS, RIGHT HAND FILL
- 1 CHASSIS FRAME RAIL - REG. STRENGTH (50KSI) HDX (267"WB)
- 1 TOW HOOKS, FRONT - TWO (2)

ELECTRICAL - CHASSIS

- 1 LEECE-NEVILLE 240 AMP ALTERNATOR (HDX)
- 1 TRIPLE 12-VOLT GROUP 31 BATTERIES - HDX
- 1 CIRCUIT BREAKERS-MANUAL RESET - HDX
- 1 SOLID STATE ELECTRONIC FLASHER FOR HAZARD LIGHTS
- 1 IGNITION KEYED ALIKE (HDX)
- 1 ZONAR GPS PRE-WIRING FOR INSTALLATION - CHASSIS

ENGINE AND EQUIPMENT

- 1 AIR DRYER - BENDIX AD9 WITH HEATER - HDX
- 1 EXHAUST BRAKE
- 1 CRUISE CONTROL
- 1 VEHICLE SPEED LIMITING(70 MILES PER HOUR SETTING)
- 1 FUEL/WATER SEPARATOR WITH HEATER AND PUMP-CUMMINS ISB
- 1 6' BLOCK HEATER ELECTRIC CORD
- 1 BLOCK HEATER
- 1 CUMMINS B6.7-280 ENGINE
- 1 MULTI-FUNCTION GAUGE-REAR PANEL HDX

TRANSMISSION AND EQUIPMENT

- 1 ALLISON 3000 PTS TRANSMISSION -
- 1 6 SPEED SHIFT CONTROL - 3000 PTS TRANSMISSION

WHEELS AND TIRES

- 6 MICHELIN 11R22.5 X LINE Z 16(H) PLY
- 6 DISC WHEEL - 8.25 X 22.5, 5H (BLACK)
- 1 HUB-PILOTED WHEEL EQUIPMENT - 23K (HDX)

DEALER ADD On's

EQUIPMENT

- 1 INSTALL 4-DIGIT ROUTE CHANGER
- 1 INSTALL REI DVR W/ 4 CAMERAS
- 1 INSTALL SEAT NUMBERS
- 1 OREGON STATE LEGALS

Meets all FMVSS requirements in effect at the time of manufacture.



Customer Quotation:



Prepared For:
REHANA NELSON
REYNOLDS SCHOOL DISTRICT
503-492-4921

Territory Manager:
MARK ZOLLNER
markz@schetkynw.com
971-990-7018

1424 NE 201ST AVE
TROUTDALE, OR 97060

8430 NE KILLINGSWORTH ST.
PORTLAND, OR 97220

Quote Number:
391199

Quote Date:
11/10/2022

Quote Expires:
11/30/2022

Model Profile: Thomas built Buses Minotour DRW 041MS MFSAB

Product Type: A - MFSAB
Year: 2024
Chassis Model: CG33503
Chassis MFG: CHEVROLET
GVWR: 12,300-LB
Passenger Capacity: 14
Headroom: 73
Wheelbase: 139
Brake Type: HYDRAULIC
Engine Type: GM V8 GASOLINE, 8 Cyl, 401 HP, 5200 RPM
Fuel Type: GASOLINE
Fuel Tank Capacity: 33 GALLONS
Transmission Type: AUTOMATIC
Axle, Front: 4,300-LB CAPACITY
Axle, Rear: 8,600-LB CAPACITY
Tires, Front: LT225/75R16E
Tires, Rear: LT225/75R16E
Suspension Front: STANDARD OEM
Suspension Rear : STANDARD OEM

Total for 1 complete unit(s): \$ 93,639.00
State Of Oregon Corporate Activity Tax @ .57% \$ 533.74
State of Oregon Vehicle Privilege Tax @ 0.5% \$ 468.20
F.O.B., Troutdale, OR \$ 94,640.94
Estimated Delivery: 210-240 ARO
Total Unit Quantity _____

Terms and Conditions: Net 30 Days
Quote Expires: 11/30/2022

By signing below, you are acknowledging the specifications listed are complete and accurate. Order will be placed using the specifications listed

Customer Signature: _____ Date: _____

Authorized Signature
Please Forward All Remittances to Our Corporate Office:
8430 NE Killingsworth Street
Portland OR 97220

Includes the Following Equipment:

BODY

CERTIFICATION/SAFETY

- 1 FIRE EXTINGUISHER - 5 LB.
- 1 HATCH-RF ESC SPEC ADVANTAGE H1976-025-111 ENGLISH GRAY (1)
- 1 REFLECTORIZED TRIANGLES-(3) IN OVERHEAD STORAGE COMPARTMENT
- 1 INTERIOR CONVEX MIRROR
- 1 INTERIOR REAR SURVEILLANCE MIRROR
- 1 ACCUSTYLE - DRW, HEATED, REMOTE - GM
- 1 GM-SRW/DRW, HEATED, EYEMAX LP
- 1 MULTI FUNCTIONAL SCHOOL ACTIVITY BUS - MFSAB

DOORS

- 1 RED HANDLE - EMERGENCY DOOR(S)
- 1 ELECTRIC DOOR CONTROL-MINO,W/EXTERNAL ROTARY KEYED RELEASE
- 1 VANDALOCK - REAR EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT

ELECTRICAL - BODY

- 1 BACKING ALARM - HEAVY DUTY - 97DB
- 1 BACK-UP CAMERA SYSTEM - BLACK
- 1 LIGHT-LED STEPWELL - MINO
- 1 PREMIUM SPEAKERS - FOUR (4)
- 1 BREAKERS - MANUAL RESET
- 1 LED LIGHT MONITOR-16 LIGHT SYSTEM
- 1 LIGHTS-DOME-LED,ADDITIONAL,2ND WINDOW SECTION
- 1 LAMPS-DOME, LED - MINOTOUR
- 1 LED DRIVER'S DOME LIGHT-MINO
- 1 LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
- 1 LAMPS-STOP/TAIL 4"FLUSH-MOUNT LED
- 1 LAMPS-LICENSE PLATE ILLUMINATION LED
- 1 SIDE DIRECTIONAL-PIN AMBER TURN,FRONT,FLOOR LINE
- 1 MARKER/ID LAMPS - LED PIN TYPE
- 1 NOISE SUPPRESSION SWITCH

EXTERIOR

- 1 EXTERNAL STEP DRIVER'S SIDE
- 1 TOW HOOKS - TWO (2)
- 1 BUMPER - REAR, 3/16" THICK (DRW)

HVAC

- 1 50,000 BTU HEATER - 17TH SECTION RIGHT SIDE (MINOTOUR)
- 1 CONSTANT TORQUE CLAMPS - ONE (1) REAR UNDERSEAT HEATER
- 1 CARRIER AC-5W13T 53,000 BTU SYSTEM-IN WALL, (GM OEM/IN-DASH)
- 1 HEATER HOSE - BLUE STRIPE, UNDER FLOOR, RR WALL RS

INTERIOR

- 1 GRAY KORSEAL STEP TREADS - OUTWARD OPENING ENTRANCE DOOR
- 1 DARK GRAY VINYL FLOOR WITH 13" CENTER AISLE
- 1 PLYWOOD FLOOR - 5/8" THICKNESS
- 1 ACOUSTIC HEADLINING - COMPLETE (28.5" HIGH ALUM SPLIT SASH)

PAINT/LETTERING

- 1 PAINT STANDARD SASH FLAT BLACK
- 1 WHITE REFLEXITE - 1", PERIMETER OF REAR BUS BODY
- 2 WHITE REFLEXITE-PERIMETER OF PUSHOUT SASH 28.5" HIGH SASH)
- 1 WHITE REFLEXITE - PERIMETER OF REAR EMERGENCY DOOR
- 1 REFLECTIVE TAPE-ROOF HATCH WHITE(1)
- 1 WHITE REFLEXITE - 2", FLOOR LINE - BOTH SIDES OF BUS BODY
- 1 PAINT-EXT WINDOW AREA BLACK
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ FLOOR SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ SKRT SAME AS BODY
- 1 PAINT-SOLID COLOR GM WHITE

SEATS

- 1 KICK PLATE/MODESTY PANEL-36"VERT, WALL-MTD BARRIER,RT SIDE
- 1 36" BARR-VERT,WALL MT 45"H RS
- 1 36"8DEG BARR-REV. WALL-MT 45"H LS 153
- 2 PROFORM EDO GRAY UPHOLSTERY-45"HIGH RECESSED BARRIER

- 3 T3 HIGH BACK SEAT 2LG,LS,PROFORM GRAY
- 4 T3 HIGH BACK SEAT 2LG,RS,PROFORM GRAY

WINDOWS/GLASS

- 1 TINTED TEMPERED GLASS - COMPLETE
- 1 GLASS-ENTRANCE DOOR, TINTED TEMPERED UPPER & LOWER
- 1 TINTED TEMPERED PUSHOUT-LEFT SIDE,VERTICAL HINGE
- 1 TINTED TEMPERED PUSHOUT-RIGHT SIDE,VERTICAL HINGE
- 1 TINT TEMP GLASS-COMP (28.5")
- 2 TINT TEMP GLASS-COMP(28.5")+10
- 1 WINDOW STOPS (12")

OTHER

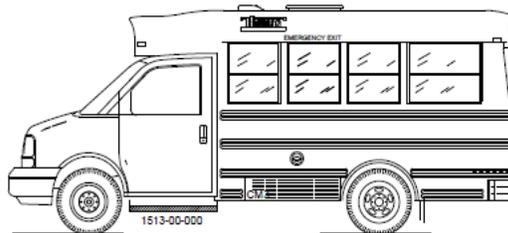
- 1 MINOT DRW 12,300 GVWR(GMC/CHEVY)6.6L GASOLINE 139"WB

DEALER ADD On's EQUIPMENT

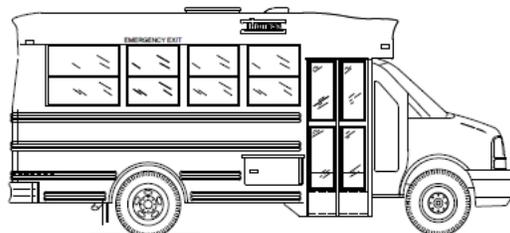
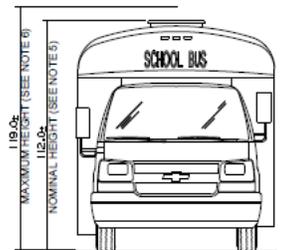
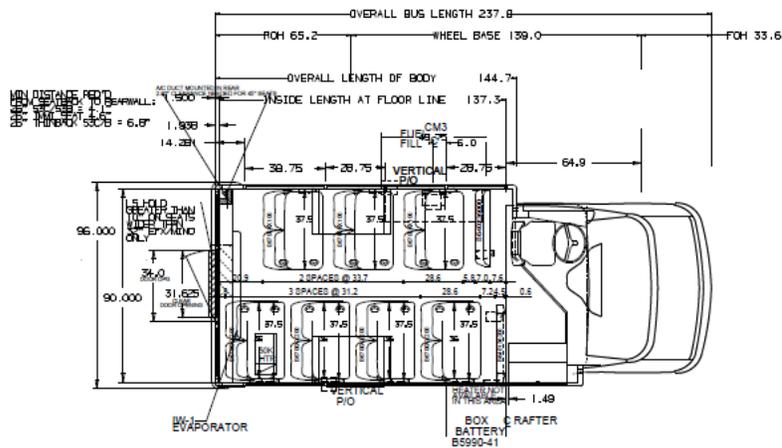
- 1 OREGON STATE LEGALS
- 1 INSTALL REI DVR W/ 2 CAMERAS

Meets all FMVSS requirements in effect at the time of manufacture.

SEATING CAPACITY: 14 + DRIVER



CAUTION - LEFT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.
CAUTION - RIGHT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.



Model: Minotour DRW
Quote Number: 391199
Locality: OR

ALL DIMENSIONS ARE FOR REFERENCE ONLY

- GENERAL NOTES
1. SOME ITEMS, SUCH AS MIRRORS, ROOF LUGGAGE RACKS, AND OTHER ITEMS, ARE SHOWN IN ONE VIEW.
 2. THE DRAWING IS A REPRESENTATION ONLY AND MAY NOT SHOW ALL ITEMS REQUIRED.
 3. THE CLEARANCE BETWEEN BOTTOM OF BUS OR BOTTOM SLIPSTREAM AND CURB IS BASED ON ROAD AND SUSPENSION TYPE.
 4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAILS IS 96.000.
 5. THE MAXIMUM BUS HEIGHT IS BASED ON A STANDARD 6.000' TALL DRIVER.
 6. THE MAXIMUM BUS HEIGHT IS BASED ON BODY WITH GLASS, SUSPENSION, ETC.
 7. COVER HEIGHT DIMENSION DOES NOT TAKE INTO ACCOUNT THE HEIGHT OF MIRRORS, LIGHTS AND CROSSING ARMS.

THIS DRAWING AND ALL INFORMATION PROVIDED WITH IT ARE THE PROPERTY OF THOMAS BUILT BUSES, INC. OR ANY PREVIOUS OR SUBSEQUENT OWNERS. THOMAS BUILT BUSES, INC. IS STRICTLY PROHIBITED FROM REPRODUCING THIS DRAWING.

THOMAS BUILT BUSES, INC.
DESIGN POINT, NC

TITLE: PLAN AND ELEVATION BODY 041MS

DATE: 08/19/22 BY: DWH
SCALE: 3/8"=12" S 864675

REV	HOW	DATE	BY
LEFT		33.7	29.7
RIGHT		31.2	28.8



2022 Sienna LE

FWD, 2.5-Liter Hybrid, ECVT
8-passenger seating

Estimate Payments

STARTING MSRP	\$35,285
EXTERIOR COLOR	
White	\$0
INTERIOR COLOR	
Gray Woven Fabric	\$0
PACKAGES	
Spare tire	\$75
Spare tire, 50 State Emissions	
ACCESSORIES	
All-Weather Floor Liner Package*	\$220
DELIVERY, PROCESSING & HANDLING FEE	\$1,335
 ToyotaCare i	\$0 (NO COST) *
No cost maintenance plan and roadside assistance. *	
TOTAL PRICE (MSRP) (AS BUILT)*	\$36,915

Vehicle builds may vary by location, please contact your dealer to find your match.

2023 Carnival MPV LX



Finish Build



Panthera Metal

Off-Black Cloth



2023 Carnival MPV LX

\$32,900*

Panthera Metal / Off-Black Cloth

\$0

Destination

\$1,335

Estimated Total

\$34,235

Starting price is manufacturer's suggested retail price (MSRP). MSRP excludes destination and handling



Your 2023 Odyssey EX

September 19, 2022 - 4:52 PM



Prices shown are manufacturer's suggested retail prices only. Installation cost for accessories is not included. Dealer costs may vary. Prices exclude applicable taxes. Honda Genuine Accessories installed at time of vehicle purchase are covered by a 3-year/36,000-mile limited warranty when installed at the time of new vehicle purchase. Installation or use of non-Honda genuine accessories that results in vehicle damage is not covered under otherwise applicable warranties.

* MSRP includes \$1,295 destination charge, \$395 premium color surcharge (if premium color is selected) and any selected accessories. Accessory prices rounded to the nearest dollar. MSRP excludes tax, license, registration and any accessory installation costs. Dealer prices may vary.

² Honda Service Pass covers certain factory-scheduled maintenance on select eligible vehicles for two years or 24,000 miles, whichever comes first. Certain models may require different maintenance schedules as recommended by the vehicle's Maintenance Minder™ system and described in the vehicle's owner's manual. See a participating Honda dealer for vehicle eligibility, coverage details and exclusions. Valid only in the United States.

BUILD SUMMARY

Base Price	\$37,340
Powertrain	
10-Speed Automatic - w/ 3.5L V-6 Engine (Included)	\$0
Design	
Lunar Silver Metallic	\$0
Mocha Cloth	\$0
18-Inch Pewter Gray-Painted Alloy Wheels (Included)	\$0
Destination & Handling Fees	\$1,295
Total MSRP as Built	\$38,635¹
Honda Service Pass ²	
2-year complimentary maintenance plan	



NEW BUS PROPOSAL

30355 S.E. Highway 212
 Boring, Oregon 97009
 (800) 258-2473 westernbus.com

Quote Date		Revision Date		Sales Consultant & Phone	
10/12/2022		11/14/2022		SARAH JONES (503) 905-0011	
Customer/District #					
REYNOLDS SCHOOL DISTRICT NO. 7					
Contact Name			Title		
REHANA NELSON,			TRANSPORTATION DIRECTOR		
Address		City	State	Zip	
1204 N.E. 201ST AVENUE,		FAIRVIEW,	OR	97024	
Phone			Email		
(503) 492-4921			rnelson@rsd7.net		
Purchase QTY	Model Year	Wheelbase	Estimated Delivery		
5	2024	273"	365-400 DAYS AFTER RECEIPT OF ORDER		
Make		Model		Body Length	
BLUE BIRD		ALL AMERICAN REAR ENGINE		T3RE4006 (8400)	
Passenger Capacity		Alternate Capacity		Cooperative Contract, if Applicable	
84		N/A		EUGENE SCHOOL DISTRICT 4J	
Trade Ins? Y/N		Beltline Lettering - Provide Exact Requirements			
<input type="checkbox"/> Y <input type="checkbox"/> N		REYNOLDS SCHOOL DISTRICT			
Financing? Y/N		Required Fleet Number(s)			
<input type="checkbox"/> Y <input type="checkbox"/> N					
WBS Coordinated? Y/N		Additional Comments / Notes			
<input type="checkbox"/> Y <input type="checkbox"/> N		VW GRANT PURCHASE			
Sales Price Per Bus		\$	198,553.00		
Extended Sales Price Total		\$	992,765.00		

Thank you for the opportunity to present this new bus quotation. We look forward to working with you on your transportation needs.



BODY MODEL

X *Body Model* T3RE4006, 84 passenger body, 273" w/b, 489" overall length

CHASSIS SPECIFICATIONS

X	<i>Alternator</i>	350 amp Leece Neville brushless alternator, internal regulator	
X	<i>Axle, Front</i>	Two leaf parabolic taper front springs, 13,200 lb., Hendrickson Softek	STD
X	<i>Axle, Front</i>	Hendrickson NXT 13,200 lb. front axle with 50 degree wheelcut	STD
X	<i>Axle, Front</i>	Synthetic based oil lubed front & rear wheel bearings, 80W/140	
X	<i>Axle, Rear</i>	Rear air suspension, Hendrickson ComfortAir, 23,000 lb.	
X	<i>Axle, Rear</i>	Dana 23,000 lb. rear axle with 5.29 rear axle ratio	
X	<i>Battery</i>	Three (3) group 31 batteries, Deka dual purpose batteries, 2100 CCA total	Inc'd
X	<i>Battery</i>	Battery compartment, chassis mounted, locking, with roll out tray	
X	<i>Battery</i>	Battery compartment closeout seal to body	Inc'd
X	<i>Battery</i>	BATTERY decal installed on battery compartment door	
X	<i>Battery</i>	Battery disconnect switch, in battery compartment, with decal	
X	<i>Brakes</i>	Bendix air disc brakes, 22X, 16.9" rotor, BX-275 pad material (synthetic oil hubs recommend)	
X	<i>Brakes</i>	Bendix AD-9 heated air dryer	
X	<i>Brakes</i>	E-Z Grip soft button cover cushion for parking brake release	Inc'd
X	<i>Brakes</i>	Parking brake interlock, service brake must be applied to release parking brake	Inc'd
X	<i>Brakes</i>	VGT engine brake enabled, includes switch	
X	<i>Brakes</i>	Suspended brake & accelerator pedals w/ optimized spacing	STD
X	<i>Brakes</i>	Adjustable driver's brake & throttle pedals, 3" total fore and aft adjustment	
X	<i>Brakes</i>	Bendix ESC electronic stability control, includes automatic traction control	STD
X	<i>Cooling</i>	Silicone cooling hoses w/Breeze brand constant torque clamps for Cummins diesel engines	STD
X	<i>Cooling</i>	Cummins Fleetguard ES Compleat, Ethylene Glycol, blue 50/50, 2 yr/150k miles/4000 hr	STD
X	<i>Electrical</i>	Standard chassis electrical system includes fuses	STD
X	<i>Electrical</i>	Power socket accessory with cap for cell phone charging, in LH side panel	STD
X	<i>Electrical</i>	Ignition keyed alike, for multiple bus orders only	
X	<i>Engine</i>	Air cleaner with pre-cleaner, multi-stage	Inc'd
X	<i>Engine</i>	750 watt engine block heater, rear plug, for B6.7 engines	
X	<i>Engine</i>	Cummins B6.7, 280 hp @ 2600 RPM, 660 lb-ft @ 1600 RPM	
X	<i>Engine</i>	On-board diagnostics (OBD) meeting EPA 2021 emissions	STD
X	<i>Engine</i>	Cummins engines meet U.S. Phase 2 Greenhouse Gas Emissions Stds from CARB & EPA	STD
X	<i>Engine</i>	Cruise control	STD
X	<i>Engine</i>	Top hinged solid rear engine door with non-locking gas shocks	STD
X	<i>Engine</i>	Engine governor, limits top speed to 75 mph	STD
X	<i>Exhaust</i>	Exhaust package located on left hand side of engine compartment	STD
X	<i>Exhaust</i>	For ISB engines: Tailpipe exits under rear bumper, curb side, with turn-down	STD
X	<i>Exhaust</i>	For ISB engines: Minimum DPF regeneration speed set at 15 miles per hour, 0 MPH N/A	STD
X	<i>Exhaust</i>	Single exhaust aftertreatment module containing DPF & SCR for 2017 emissions	STD
X	<i>Exhaust</i>	15 gallon Diesel Exhaust Fluid (DEF) tank w/dosing system	STD
X	<i>Exhaust</i>	DEF tank located curbside in front of rear axle with curbside fill	STD
X	<i>Fuel System</i>	Racor heated fuel water separator	STD
X	<i>Fuel System</i>	100 gallon fuel tank, mounted between the frame rails	
X	<i>Fuel System</i>	Fuel fill location - RIGHT side	STD
X	<i>Fuel System</i>	Locking fuel tank door, spring loaded	Inc'd
X	<i>Gauges</i>	Speedometer, tachometer, odometer, 159 hourmeter	STD

X	Gauges	Oil pressure, coolant temp, fuel level, voltmeter, and digital clock	STD
X	Gauges	Transmission temperature gauge, included in dash readout	STD
X	Gauges	Ametek Dixon instrument cluster & message display center control panel	STD
X	Gauges	Tachometer and engine control box, mounted in rear engine compartment	Inc'd
X	Gauges	Back-up camera monitor included in dash instrument cluster display	STD
X	Lights	LED headlights, Xenon high-intensity (requires retainer), installed locally	
X	Mud Flaps	Full length front and rear mud flaps	Inc'd
X	Mud Flaps	Front and rear rubber fenders	
X	Steering	Tilt & telescoping steering column	STD
X	Tires	Goodyear 11R22.5 Endurance RSA hwy tread tires, front & rear, load range H	
X	Tow Hooks	Two front and rear tow hooks	Inc'd
X	Traction	OnSpot brand automatic tire chains, factory installed	
X	Transmission	Allison PTS 3000 automatic, Gen 5, 6 speed with SEM and updated shift selector	Inc'd
X	Transmission	Allison TCM 2.0 Green House Gas (GHG), w/neutral at stop comparable to prior PERFORMANCE programming	
X	Transmission	Allison TranSynd synthetic transmission fluid	STD
X	Undercoating	Premium undercoating, Sulfonate enhanced direct to metal modified wax coating	STD
X	Wheels	Hub piloted steel wheels, 22.5 X 8.25, black, 5 hand hole	STD

BODY SPECIFICATIONS

X	Compartments	Electrical access panel below driver window in skirt, locking	Inc'd
X	Compartments	Rear engine compartment door and access panels, non-locking	STD
X	Compartments	Wiper access panels below windshield, non-locking	STD
X	Compartments	Add LL-25 keyed locks to all access panels	
X	Compartments	Add light to electrical panel, installed locally	
X	Compartments	Barrier cover storage, includes 5 pockets, matching FB, installed curbside barrier only	
X	Compartments	Emergency equipment compartment over windshield, non-locking, emergency equipment installed inside	
X	Compartments	Interior driver's storage compartment over driver's LH shoulder, locking	
X	Compartments	Exterior skirt tool compartment, RH, forward of rear wheels	
X	Compartments	Push through luggage, enclosed framerail, no gas shocks, 122 cu.ft., for 4006	
X	Compartments	Side luggage, 20.75" X 23.62" X 56", single, 16 cu.ft., #186-02, LH forward of push through luggage	
X	Compartments	Gas assist springs for push-through luggage, 2 per door, factory installed	
X	Compartments	Gas assist springs for side luggage, 2 per door, single door	
X	Construction	Body meets Colorado Rack & Load Test & Kentucky Pole Test as STANDARD	STD
X	Doors	Air operated entrance door, outward opening, mechanical actuated switches	Inc'd
X	Doors	Keyed security lock on entrance door	
X	Doors	Entrance door wired battery hot	Inc'd
X	Doors	Left side emergency door with telescopic retainer	Inc'd
X	Doors	Vandal lock on side emergency door, slide bolt & rear emergency window, plug lock style	
X	Electrical	Manual resetting circuit breakers for most body circuits, in lieu of fuses	
X	Electrical	Front upper inner access plates in front bulkhead area, both sides	STD
X	Fans	6" auxiliary fans, upper left and upper center	Inc'd
X	Floor	5/8" marine "BB" grade plywood flooring, screwed down	Inc'd
X	Floor	Gray rubber flooring with aluminum aisle trim	
X	Floor	Ribbed matching rubber flooring in driver's area (blue floor will be smooth)	STD
X	Grabrail	Left side grabrail in entrance door area, mounted to RH barrier	STD
X	Grabrail	Right side forward grabrail in stepwell	
X	Headroom	77" headroom with 12" split sash window	STD

X	Heaters	Heavy duty heater pump, Bergstrom, chassis mounted	
X	Heaters	Front 90,000 BTU defroster system	STD
X	Heaters	Driver's foot warmer heater, 12,000 BTU	Inc'd
X	Heaters	Rear underseat floor mounted heater, 80,000 BTU, LH rear	Inc'd
X	Heaters	Rear underseat floor mounted heater, 50,000 BTU, LH mid	
X	Heaters	Silicone heater hoses with Breeze brand constant torque clamps	STD
X	Horns	Backup alarm, 112 dBA, mounted under bus	Inc'd
X	Insulation	Fiberglass insulation roof, front, rear corners, and sidewalls	Inc'd
X	Insulation	Additional fiberglass insulation in front roof cap area & roof bow cavities	Inc'd
X	Insulation	Sound deadening spray coat	Inc'd
X	Insulation	Insulation on the driver's side external firewall/toe box	Inc'd
X	Insulation	Full length accoustical headliner with polyester body insulation in ceiling	
X	Lettering	6" black, both sides _____	Inc'd
X	Lettering	Bus numbers in standard locations, 6" black _____	Inc'd
X	Lettering	Emergency door/exit lettering for all pushout windows & doors	Inc'd
X	Lettering	Unlawful to pass signage to meet state specifications	Inc'd
X	Lettering	6.5" 3M Diamondgrade reflective on beltlines, both sides, below lettering	
X	Lettering	Route changer, 4 digit with hinge, installed locally	
X	Lettering	Seat number decals, 3" high, above inside windows	
X	Lights	Backlighting of switch panel controlled by rheostat switch	STD
X	Lights	Clearance and cluster lights, LED grommet mounted with LED ID bar	STD
X	Lights	Daytime running lights	STD
X	Lights	Dual row dome lights in wire molding, with driver's, left, right, & rear on switches	Inc'd
X	Lights	Dome lights wired battery hot	
X	Lights	Front 7", rear 7", & side amber directional lights, LED	
X	Lights	Rear 7" & 4" red stop and tail lights, LED	
X	Lights	Backup lights, 4" LED, vandal resistant	
X	Lights	Eight way warning lights, LED, colored lenses	
X	Lights	Strobing pattern option for LED 8-lights	
X	Lights	Doran 16 light monitor for warning light system, universal	
X	Lights	NO hoods installed over 8-way warning lights	STD
X	Lights	Exterior boarding light at entrance door, downcast LED	
X	Mirrors	Rosco Open View ES Split rearview mirrors, 7 3/8" X 10" flat & 7 3/8" X 10" convex, heated & remote controlled	
X	Mirrors	Rosco Eye-Max LP, Asymmetrical Shape, crossview mirrors, heated	
X	Mirrors	Interior rearview mirror, 6"X30"	STD
X	Paint	Body and chassis painted school bus yellow w/ black rubrails & bumpers	STD
X	Paint	3" black ABS bezel background around warning lights	Inc'd
X	Paint	Rubrails painted full width profile	Inc'd
X	Paint	Roof painted bright white, white stops 12.5" above rain visor, straight edge at front roof cap	
X	Radio	AM/FM/USB/MP3/SD/MMC/BT/PA with front USB and AUX inputs	Inc'd
X	Radio	Eight (8) interior deluxe speakers	Inc'd
X	Radio	Exterior PA speaker mounted behind grill	Inc'd
X	Radio	Wiring for two way radio system, provides power & ground wires & pull wire	
X	Reflective	3M Diamondgrade SCHOOL BUS signs, front and rear	Inc'd
X	Reflective	3M Diamondgrade reflective, 2" along sides and 1.75" rear outline	Inc'd
X	Rubrails	Four rubrails - window, seat, floor, & skirt level - 16 gauge steel, screwed w/steel end caps	STD
X	Rubrails	Rubrails extend on side lift doors only & seat rail around to rear corner	STD

X	Safety Equip	First aid kit, body fluid kit, 5 lb. fire extinguisher, triangle kit, & seat belt cutter	Inc'd
X	Safety Equip	Certificate holder 4" x 6", plexiglass	
X	Seat, Barriers	Highback barriers at front RH and LH	STD
X	Seat, Driver's	Adjustable driver's shoulder belt, with in-line "D" ring for 17" adjustment	STD
X	Seat, Driver's	Updated driver's 3 point seat belt, floor mtd w/ emergency locking retractor	STD
X	Seat, Driver's	Driver's seat mounted at floor level (no seat platform)	STD
X	Seat, Driver's	National Premium air susp. seat, w/ fabric, dual shocks, triple lumbar support, 6-way front cushion adj, black	
X	Seat, Driver's	Driver's console mounted armrest to the left of the driver	Inc'd
X	Seat, Driver's	Driver's seat armrest, for right side of seat only	
X	Seat, Passenger	Modesty panel below front barrier for RH side, behind entrance door	Inc'd
X	Seat, Passenger	Highback NON-Convertible & NON-Lap Belt Ready seats	STD
X	Seat, Upholstery	Gray fire block seat upholstery, seats & barriers	STD
X	Side Panels	Exterior side panels, 20 gauge w/beaded smooth side panels, standard 19 3/4" skirts	STD
X	Stepwell	Galvanized G90 stepwell material	STD
X	Stepwell	Rubber studded step treads, w/white nosing, metal backing, gray	
X	Stepwell	Stepwell skid plate for stepwell protection	Inc'd
X	Stop Arm	SMI stop arm, air operated, with LED cluster lights, hi-reflective, w/ wind guard	Inc'd
X	Sun Visor	6 1/2" X 30" dark tinted acrylic sun visor, padded edges	Inc'd
X	Switches	Noise suppression "railroad" switch, latching	Inc'd
X	Switches	Warning light & entrance door switches mtd RH switch panel	Inc'd
X	Switches	Child Checkmate warning system, CM1 alarm w/button on rear bulkhead, factory installed, armed by 8-ways,	
X	Switches	Alarm condition is entrance door open, accessory not maintained, suppressed by hazards, sets off horn	
X	Ventilation	Roof hatch, Transpec Triple Value with power vent, Qty 2	
X	Video System	REI HD5-600-4 w/500GB hard drive, 4-Camera system - Camera locations TBD: Possibly front facing rear,	
X	Video System	rear facing front, driver's side 5th seat back facing rear, 4th TBD OR criss cross pattern across bus	
X	Windows	Blue Bird E-Z Window split sash incl. interlocking sashes, weatherstripping	STD
X	Windows	Tinted & tempered side windows	
X	Windows	Six (6) pushout windows, three per side, vertical hinges	
X	Windows	Rear emergency window glass, tinted & tempered, no rear side vision glass	
X	Windows	Clear & laminated entrance door glass	
X	Windows	Clear & laminated glass in driver's window	
X	Windshield	Two piece, curved bonded windshield, tinted & shaded	
X	Windshield	Grip handles, two, for cleaning windshield	Inc'd
X	Windshield	Single switch, 2 speed, intermittent wet arm windshield wipers	STD

WARRANTY COVERAGE

X	Warranty	Extended Blue Bird warranty "Bronze 2/10", two year/unlimited miles, Option 31300-25 (S3)	
X	Warranty	Cummins Engine Standard Warranty 5 years/100,000 miles	STD
X	Warranty	Allison Transmission EDGE Ext'd Warranty Coverage, 5 years/unlimited miles, PTS3000	STD

GRAND TOTAL VEHICLE SALES PRICE \$ 198,553.00

By signing below, I acknowledge the specifications listed above are complete and correct.
 The bus order will be placed from this list of requirements.



Customer's Authorized Representative	Title	Date
<i>Jarah Jon</i>	Director of Sales	11/14/2022
Western Bus Sales, Inc. Authorized Representative		Date

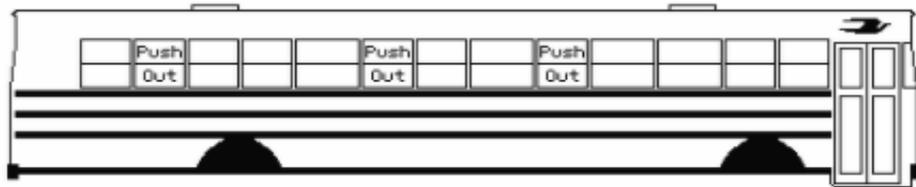
AVAILABLE ALTERNATIVE OPTIONS - NOT INCLUDED IN ABOVE PRICE

Front air suspension, Hendrickson Airtek, 14,600 lbs., includes 4"X60" spring	ADD \$1,315
Goodyear 11R22.5 Endurance RSA hwy tread front, Fuel Max RTD traction rear, load range H	ADD \$850
Michelin 11R22.5 XZE2 hwy tread tires front & rear, load range H	ADD \$1,034
Michelin 11R22.5 XZE2 hwy tread tires front, X Multi-D traction rear, load range H	ADD \$810
Michelin 11R22.5 XZE2 hwy tread tires front, XDS2 traction rear, load range H	ADD \$1,502
Michelin 11R22.5 XZE2 hwy tread tires front & XDN2 traction rear, load range H	ADD \$1,116
Stepwell insulation, NR 3, includes aluminum kick plates	ADD \$680
Dual row dome lights in wire molding, driver's, LH, RH, & rear on switches, LED	ADD \$725
Extended Blue Bird warranty "Silver 3/10", three year/unlimited miles, Option 31300-26 (S4)	ADD \$595

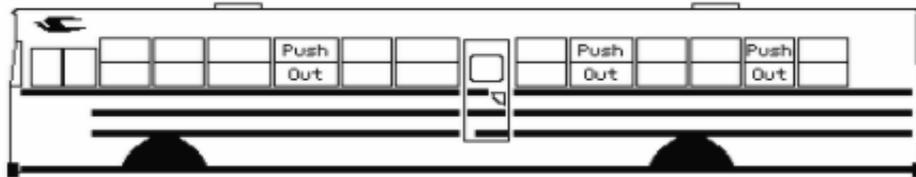
SEAT & BODY PLAN

Usage : School Bus State: OREGON BP: 5013677

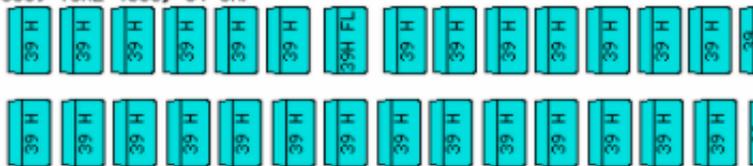
PLBT: T3RE
 Length: 4006
 Wheelbase: 273.0
 Usage: School Bus
 Body Plan # 5013677



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 Length: 4006
 Wheelbase: 273.0
 Usage: School Bus
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SP: 16369 T3RE 4006, 84 CAP



SP: 16369 T3RE 4006, 84 CAP

O.S. Rear Wall CL Front Bow

Emergency Door

	#14	#13	#12	#11	#10	#9	FLIP	#7	#6	#5	#4	#3	#2	#1	LH
	374.23	347.50	320.50	293.50	266.50	239.50	218.04	179.13	152.49	125.87	99.24	72.62	46.00	19.38	0
430.38	#14	#13	#12	#11	#10	#9	#8	#7	#6	#5	#4	#3	#2	#1	RH
	374.23	347.00	319.50	292.00	264.50	237.00	209.50	182.00	154.50	127.00	99.50	72.00	44.50	17.00	3.25

	Rou RH Seats	LH Seats
1	39SBHB	39SBHB
2	39SBHB	39SBHB
3	39SBHB	39SBHB
4	39SBHB	39SBHB
5	39SBHB	39SBHB
6	39SBHB	39SBHB
7	39SBHB	39SBHBFH
8	39SBHB	39SBHBFSLH
9	39SBHB	39SBHB
10	39SBHB	39SBHB
11	39SBHB	39SBHB
12	39SBHB	39SBHB
13	39SBHB	39SBHB
14	39SBHBRDAV	39SBHBRDAV

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 26.62, 27.00
 LH Knee Clearance: 24.12, 24.50

RH Seat Spacing: 27.50
 RH Knee Clearance: 25.00

T3RE4006 SED7L SBHB FLIP

DO NOT SCALE

T3RE 4006	
Capacity	84
Seat Plan #	16369
Wheelbase	273.0



NEW BUS PROPOSAL

30355 S.E. Highway 212

Boring, Oregon 97009

(800) 258-2473 westernbus.com

Quote Date		Revision Date		Sales Consultant & Phone	
9/29/2022		11/14/2022		SARAH JONES (503) 905-0011	
Customer/District #					
REYNOLDS SCHOOL DISTRICT					
Contact Name			Title		
REHANA NELSON			TRANSPORTATION DIRECTOR		
Address		City	State	Zip	
1204 NE 201ST AVENUE		FAIRVIEW	OR	97024	
Phone			Email		
(503) 492-4921			rnelson@rds7.net		
Purchase QTY	Model Year	Wheelbase	Estimated Delivery		
1	2023	138"	300-365 DAYS AFTER RECEIPT OF ORDER		
Bus Type		Chassis Make & Model	Body Make & Model		
TYPE 20 MFSAB		FORD TRANSIT SRW	MICRO BIRD MB-II 4-ROW		
Passenger Capacity	Alternate Capacity		Cooperative Contract, if Applicable		
14			EUGENE SCHOOL DISTRICT 4J		
Trade Ins? Y/N		Beltline Lettering - Provide Exact Requirements			
<input type="checkbox"/> Y <input type="checkbox"/> N		REYNOLDS SCHOOL DISTRICT			
Financing? Y/N		Required Fleet Number(s)			
<input type="checkbox"/> Y <input type="checkbox"/> N					
WBS Coordinated? Y/N		Additional Comments / Notes			
<input type="checkbox"/> Y <input type="checkbox"/> N					
Sales Price Per Bus		\$	100,153.28		
Extended Sales Price Total		\$	100,153.28		

Thank you for the opportunity to present this new bus quotation. We look forward to working with you on your transportation needs.

165



BODY MODEL

X	<i>Body Model</i>	Microbird MBII 400 4-row body, for 138/139" w/b, 131" interior floor, SRW	
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CHASSIS SPECIFICATIONS

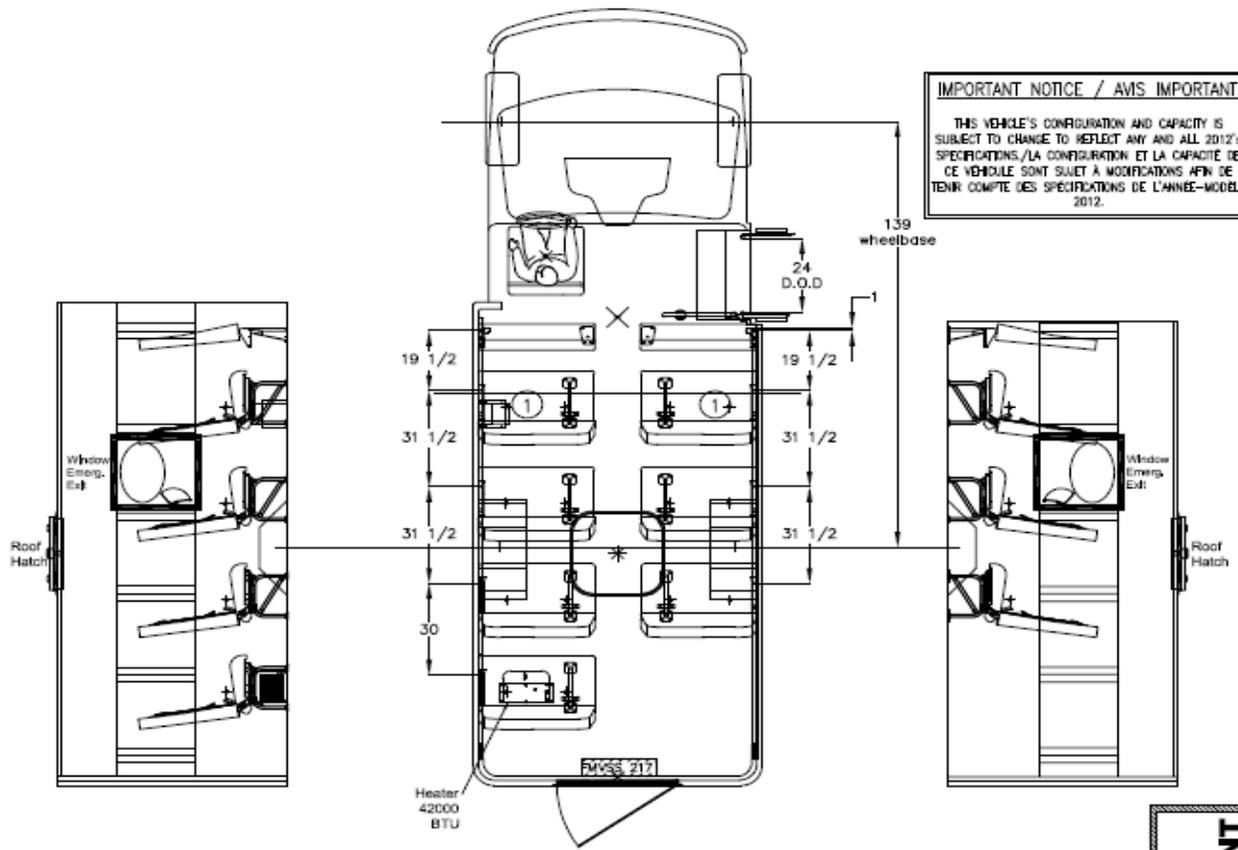
X	<i>Wheels</i>	Manufacturer's standard wheel color for Type 10 & 20 buses	STD
X	<i>Base Chassis</i>	Ford Transit T250 SRW Chassis, 9,070 lb. GVWR, 138" wheelbase	STD
X	<i>Air Conditioning</i>	Front chassis air conditioning	Inc'd
X	<i>Alignment</i>	Front end alignment	STD
X	<i>Alternator</i>	250 amp HD alternator, Ford OEM for Transit Series gas engine	STD
X	<i>Backup Camera</i>	Backup camera installed in rearview mirror for under 10,000 lb. GVWR vehicles	STD
X	<i>Battery</i>	Dual batteries, mounted under driver's seat for Transit Series gas engine	STD
X	<i>Battery</i>	Skirt mounted battery box, w/slide out tray for both OEM batteries for Transit Series	Inc'd
X	<i>Brakes</i>	Hydraulic ABS disc brakes, front and rear	STD
X	<i>Driveline</i>	Driveline guards front and rear	Inc'd
X	<i>Electrical</i>	Power socket accessory with cap for cell phone charging, provided on chassis	STD
X	<i>Engine</i>	Ford 3.5L Ecoboost gas engine, E-85 capable, 310 hp & 400 lb.-ft torque, for Transit Series	
X	<i>Engine</i>	Cruise control with message center, for Ford Transit	
X	<i>Exhaust</i>	Exhaust exit located on LH side	Inc'd
X	<i>Fuel System</i>	25 gallon capless fuel tank, fill LH behind driver's door, for Transit Series	STD
X	<i>Fuel System</i>	Fuel type decal	Inc'd
X	<i>Paint</i>	Exterior painted white for activity use	
X	<i>Radio</i>	Chassis OEM AM/FM/Blue Tooth radio with dual USB ports for activity buses - No PA system - for Ford Transit chassis	
X	<i>Safety</i>	Driver Assist - Front pre-collision warning & post impact braking, for Transit Series chassis	STD
X	<i>Safety</i>	Driver Assist - Automatic emergency braking & pedestrian detection, for Transit Series	STD
X	<i>Safety</i>	Driver Assist - Lane keep w/cluster warning, wheel vibration, steering correction, for Transit	STD
X	<i>Safety</i>	Driver Assist - Side Wind Stabilization, Auto High-Beam Control, for Transit Series chassis	STD
X	<i>Safety</i>	Safety glass front windows, glass less likely to break/pose a threat when broken, for Transit	STD
X	<i>Seat, Driver's</i>	Standard OEM chassis driver's seat, vinyl for Transit Series chassis	STD
X	<i>Steering</i>	Tilting & telescoping steering column for Transit Series chassis	STD
X	<i>Tires</i>	235/65R16 highway tread front and rear with WHITE wheels, for SRW Transit Series	
X	<i>Tires</i>	Tire pressure monitoring system, for Transit Series	STD
X	<i>Tow Hooks</i>	Rear tow hooks	Inc'd
X	<i>Traction</i>	AWD option ordered on Ford Transit chassis, available with gas engine only	
X	<i>Transmission</i>	Automatic transmission, 10-speed with overdrive, for Transit Series	STD
X	<i>Undercoating</i>	Vehicle fully undercoated	Inc'd
X	<i>Wheels</i>	Manufacturer's standard wheel color for Type 10 & 20 buses	STD

BODY SPECIFICATIONS

X	<i>Bumpers</i>	Rear bumper painted black, textured, for improved durability	STD
X	<i>Compartments</i>	Small driver's storage box near entrance door	STD
X	<i>Cup Holder</i>	No cup holder in driver's area provided for school & MFSAB Type 20 buses	Inc'd
X	<i>Doors</i>	Electric entrance door, outward opening, 1-piece glass per leaf, 24" wide MBII/T-Series	STD
X	<i>Doors</i>	Vinyl covered header pads above all doors	STD
X	<i>Doors</i>	Rear center emergency door, with retainer and upper & lower glass	STD
X	<i>Doors</i>	Vandal lock on rear emergency door, slide bolt	
X	<i>Electrical</i>	Standard body electrical system is fuses for most body circuits	STD
X	<i>Floor</i>	5/8" exterior grade plywood flooring, screwed down	Inc'd
X	<i>Floor</i>	Gray rubber flooring, smooth under seats with ribbed aisle	Inc'd

X	Floor	No aisle trim provided, floor seams are sealed neatly	STD
X	Floor	Matching gray rubber wheel housings	Inc'd
X	Grabrail	Left side grabrail in entrance door area	STD
X	Grabrail	Right side forward grabrail in stepwell	
X	Headroom	66" headroom with 9" split sash windows, standard MBII/T-Series	STD
X	Heaters	Rear underseat heater, 20,500 BTU	STD
X	Heaters	Rubber heater hose with standard clamps	STD
X	Heaters	Heater shutoff valve with bleeder	Inc'd
X	Horns	Backup alarm, 112 dBA, mounted under bus	Inc'd
X	Insulation	Fiberglass insulation for roof, front, rear, side, and bows	STD
X	Insulation	Solid aluminum interior ceiling panels	STD
X	Lettering	4" black, both sides _____	Inc'd
X	Lettering	Bus numbers in standard locations, 4" black _____	Inc'd
X	Lettering	Emergency door/exit lettering for all pushout windows & doors	Inc'd
X	Lights	Backlighting of switch panel controlled by separate switch	Inc'd
X	Lights	7" backup lights, LED, surface mounted, standard for MBII/T-Series	STD
X	Lights	Clearance and cluster lights, LED grommet mounted with LED ID bar	STD
X	Lights	Four (4) interior dome lights, installed over seats, LED, with driver's dome over stepwell	STD
X	Lights	Driver's dome, LED, controlled by chassis dome switch on MBII & T-Series	
X	Lights	Rear row of dome lights on separate switch	Inc'd
X	Lights	Rear 7" and 4" red stop and tail lights, LED, recessed	STD
X	Lights	Rear 7" recessed, and side amber directional lights, LED	Inc'd
X	Lights	No warning lights installed for activity use	
X	Mirrors	Heated REMOTE Rosco Accustyle rearview mirrors, 7"X9.5" flat & 7"X4" convex	
X	Mirrors	Rosco Eye-Max LP, Asymmetrical Shape, crossview mirrors, heated	
X	Mirrors	Interior rearview mirror, 6"X16"	STD
X	Mud Flaps	Full length front and rear mud flaps	Inc'd
X	Paint	Exterior painted white including rubrails for activity use	
X	Radio	Interior, speakers qty 2 on MBII/T-Series mounted in ceiling	STD
X	Reflective	3M Diamondgrade reflective, 2" along sides and 1" rear outline, white	Inc'd
X	Roof Caps	Front and rear roof caps are smooth commercial style for use with no warning lights	
X	Rubrails	Rubrails provided floor, seat, and skirt levels, painted white for Type 20 vehicles	Inc'd
X	Safety Equip	5 lb. fire extinguisher, triangle kit, & seat belt cutter	Inc'd
X	Safety Equip	First aid kit and body fluid kit installed locally	Inc'd
X	Seat, Barriers	Highback barriers at front RH and LH	STD
X	Seat, Passenger	34" high back barriers installed	Inc'd
X	Seat, Passenger	Modesty panel below front barrier for RH side, behind entrance door	Inc'd
X	Seat, Passenger	Standard passenger seat mounting	STD
X	Seat, Passenger	FMVSS seat belt anchorage, does NOT include seat belts	Inc'd
X	Seat, Passenger	LH seats: Four (4) 34" wide CE White 3PT lap/shoulder belt seats, 2 passenger each	
X	Seat, Passenger	RH seats: Three (3) 34" wide CE White 3PT lap/shoulder belt seats, 2 passenger each	
X	Seat, Passenger	Tilt up seat cushions included as standard with C.E. White brand seats	
7	Seat, Passenger	HSM/C.E. White QuasiStatic seat, 34" wide, w/ integral 3-pt shoulder belts, 2 passengers per seat	
2	Seat, Passenger	LATCH/UCRA seat, has one child seat attachment per seat, for 30", 34" or 36" seats	
X	Seat, Upholstery	Gray fire block seat upholstery, seats & barriers	STD
X	Stepwell	Step riser paint to match exterior bus color for entrance door stepwell	STD
X	Stepwell	Rubber studded step treads, w/white "no trip" vertical leading edge, gray	

SEAT & BODY PLAN



IMPORTANT NOTICE / AVIS IMPORTANT
 THIS VEHICLE'S CONFIGURATION AND CAPACITY IS SUBJECT TO CHANGE TO REFLECT ANY AND ALL 2012'S SPECIFICATIONS./LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJET À MODIFICATIONS AFIN DE TENIR COMPTE DES SPÉCIFICATIONS DE L'ANNÉE-MOÈLE 2012.

1 IMPORTANT NOTE



Universal anchorage system symbol

USA: FMSS 225 (Child restraint anchorage system)
 CANADA: CMVSS 210.2 (Child restraint anchorage system)

**FOR QUOTATION ONLY
 POUR SOUMISSION SEULEMENT**

SEAT	DIM.	SIDE	QTY	LEG
S3	34	LH	4	*
S3	34	RH	3	*

Seat spacing = see drawing D.O.D.: 24"

APPROVED CONFIGURATIONS

Total ambulatory passengers: 14 Total wheel chair passengers: *

Load cap. (pass. + cargo): --- kg --- lbs

A	2012/04/10	S.R.	CRÉATION DU DESSIN
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval:			
Date:			

Drawn by: S.ROSS

MICRO BIRD
— CARRADAY

MODEL: UGKC 5NL DS2

UNIT=INCHES Drawing no. 014449
SCALE=DO NOT SCALE

NOTE: Any option added to this description shall be approved by the Corporation Micro Bird inc. technical department.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

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

Subject: Action on DJC-AR: Special Procurements and Exemptions from Competitive Bidding Policy

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

Date: December 14, 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:

This administrative regulation (AR) has been prioritized for review and updates in advance of the remainder of Section D. Updates to this AR will streamline the sole source process laid out in Board Policy and create efficiencies, while not losing the integrity of the standard for reviewing and approving sole source resources.

Edits to this AR have been reviewed by district legal counsel as well as Oregon School Boards Association (OSBA).

Financial Implications:

Not Applicable

Alternatives:

The alternative is to retain the current board policies.

Staff Recommendation:

Staff recommend that the Board approve the administrative regulation DJC-AR: Special Procurements and Exemptions from Competitive Bidding.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the administrative regulation DJC-AR: Special Procurements and Exemptions from Competitive Bidding.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

The district shall submit a written request to the **Superintendent or Designee**, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the **LCRB Superintendent or Designee** approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, “Or Equal,” Single Seller and Sole Source

- a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
- b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
- c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantages to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.
 - (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
 - (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
 - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

- (a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
 - (b) Specification of the brand name, mark or product would result in cost savings to the district; or
 - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
 - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
- d. The district may award a contract for goods or services without competition when the **LCRB Superintendent or Designee** determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of source must be based upon written findings that shall include:
- (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - (2) Description of the product or service to be purchased; and
 - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
 - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
 - (c) That the goods or services are for use in a pilot or an experimental project; or
 - (d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:
- (1) If the total purchase is over \$10,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids, or proposals and document this process in the procurement file;
 - (2) If the purchase does not exceed \$150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the **LCRB Superintendent or Designee** to proceed with the acquisition.
- f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law (OAR 125-247-0275)

The district shall submit a written request to the ~~local contract review board~~ **Superintendent or Designee** that describes the contracting procedure, goods and services subject of the special procurement and the circumstances that justify the use of the special procurement.

- a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065, or 279B.070 as required by ORS 279B.085(4).
- b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
- c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
- d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
- e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
- f. When the ~~local review board~~ **Superintendent or Designee** approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

2. Advertising Contracts, Purchase of

- a. The district may purchase advertising in any media, regardless of dollar amount, without competitive bidding.
- b. The ~~board~~ **Superintendent or Designee** acting as the **LCRB** of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
- c. If the anticipated purchase exceeds \$10,000 and a competitive method is used, the district must post notice on the ~~Oregon Procurement Information Network (ORPIN)~~. OregonBuys

Findings of Fact

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;

- d. Advertisements may be placed to satisfy legal notice or board policy requirements;

- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;
- f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Conclusion of Compliance with Law

Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

3. Advertising Contracts, Sale of

The district may sell advertising for district publications and activities, regardless of dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

Findings of Fact

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school department which publishes one. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Conclusion of Compliance with Law

These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

4. Equipment Repair and Overhaul

- a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:
 - (1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
 - (2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
 - (3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.

- b. The following limitations apply to this rule:
 - (1) If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the designee the reasons why competitive bids or quotes are deemed to be impractical. The designee will accordingly document in its procurement file and may enter directly into the contract;
 - (2) If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by a special procurement. The designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the **LCRB Superintendent or Designee** for approval.

Findings of Fact

- a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b. Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.
- c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek

formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the **LCRB Superintendent or Designee** to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, ensure the district will seek formal competitive bids and proposals. If the formal process is not practical, the district will obtain a specific exemption from the **LCRB Superintendent or Designee** to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085, because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.

5. Copyrighted Materials

The district may, without competitive bidding and regardless of dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.

Findings of Fact

- a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
- b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk

purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district, a savings that would be jeopardized if the district was to act as an individual purchaser.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

6. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district CFO to request review and reconsideration of the denial.

Findings of Fact

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.

7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)¹

- a. The CFO, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.
- b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the designee.
- e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contract entered into by another Oregon public agency when:
 - (1) The original contract met the requirements of public contracting code; and
 - (2) The original contract allows other public agency usage of the contract; and
 - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

- a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount

¹The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc. is available. Counties, cities, schools, municipalities or their public corporate entities having local governing authority, a United States governmental agency or American Indian tribe or agency are eligible to participate.

rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.

- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.
- d. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
- f. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

8. Used Personal Property or Equipment, Purchase²

- a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
- b. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
- c. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the

²When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Findings of Fact

- a. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.
- b. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.
- c. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
- d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
- e. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

9. Information Technology Contracts

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

- a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

- b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
- c. If the amount of the contract is estimated to exceed \$150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
- b. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
- c. There is generally sufficient competition among vendors of information technology hardware and software for district business.
- d. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
- e. If the district requires a brand name or sole source product, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure it.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

10. Telecommunications Systems - Hardware and Software Contracts

- a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:
 - (1) If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

- (2) If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.
- b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:
- (1) State the contractual requirements in the solicitation document;
 - (2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;
 - (3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition.

Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.
- b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.
- c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.
- d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$10,000 but less than or equal to \$150,000.
- e. If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
- f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of

purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

11. Telecommunications Services

- a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.

- b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:
 - (1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Multnomah County;
 - (2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
 - (3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.
- c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

Findings of Fact

- a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
- b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
- c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- d. If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
- e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.

There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

- a. The district may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:
 - (1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
 - (2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
 - (3) Record the measures taken under a.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.
- b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in board policy with this administrative regulation.

Findings of Fact

- a. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.
- b. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
- c. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations that property damage or personal injury could result if the district is slow to act.

Conclusions of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain

competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situation, as required by ORS 279B.085 (3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.

13. Renegotiation of Existing Contracts with Incumbent Contractors

- a. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.
- b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this special procurement procedure.
- c. The renegotiated contract falls within a current special procurement procedure, but if not the **LCRB Superintendent or Designee** must approve a separate special procurement.
- d. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.

Findings of Fact

- a. The **LCRB** may amend contracts when it is in the best interest of the district. The designee, acting on behalf of the **LCRB**, may renegotiate certain provisions, including:
 - (1) Price;
 - (2) Term;
 - (3) Delivery and shipping;
 - (4) Order size;
 - (5) Substitution;
 - (6) Warranties;
 - (7) Online ordering systems;
 - (8) Price adjustments;
 - (9) Product availability;
 - (10) Product quality; or
 - (11) Reporting requirements;
 - (12) Discounts.

Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.

- b. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.
- c. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original

contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district's special procurement and public contracting code.

The awarding of contracts under this special procurement will result in cost savings to the district when it needs to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.

EXEMPTIONS FROM COMPETITIVE BIDDING

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and
2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

The ~~board, acting as the Local Contract Review Board (LCRB) for the district,~~ **Superintendent or Designee** has made the findings required by ORS 279C.330, ORS 279C.335 and ORS 279C.345, and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will likely result in a substantial cost savings and other substantial benefits to the district.

In approving a finding under this section, ~~the local contract review board~~ **Superintendent or Designee** shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvements;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;
7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;

8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;
11. Whether the public improvements involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;
13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Only these findings are required for each class or individual contract exemption, unless the **LCRB Superintendent or Designee** specifically excludes a finding or includes an additional finding.

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.355.

1. Brand Names or Products, “Or Equal,” Single Seller and Sole Source

- a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
- b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
- c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
- d. The district may specify a particular brand name, make or product suffixed by “or equal,” “or approved equal,” “or equivalent,” “or approved equivalent” or similar language if there is no other practical method of specification after documenting the procurement file with the following:
 - (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
 - (2) Description of the brand name, mark or product to be specified; and
 - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification

will meet the needs of the district based on one or more of the following written determinations:

- (a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
 - (b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
 - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
 - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
- (4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
- e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:
- (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - (2) Description of the product or service to be purchased; and
 - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
 - (a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
 - (c) That the goods or services are for use in a pilot or an experimental project; or
 - (d) Other findings that support the conclusion that the goods or services are available from only one source.
 - (4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:
- (1) If the total purchase is over \$10,000 but does not exceed **\$100,000**, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or

- (2) If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB Superintendent or Designee.
- g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should likely result in substantial cost savings or other substantial benefits to the district by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

2. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. The district has determined that special expertise required, generally, does not apply to this rule.

- c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district CFO to request review and reconsideration of the denial.

Findings of Fact

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335 (2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

3. Requirements Contracts (Blanket Purchase Orders, Price)⁴

- a. The CFO, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
- b. The district has determined that value engineering, specialized expertise required and technical complexity, generally, do not apply to this rule.
- c. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- d. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- e. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the designee.
- f. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:
 - (1) The original contract met the requirements of the public contracting code; and
 - (2) The original contract allows other public agency usage of the contract; and
 - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.

⁴The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc. is available.

- g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

- a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among school, buildings and departments and reducing lead time for ordering.
- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.
- d. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335 (2)(a). The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will likely result in a substantial cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

4. Waiver of Bid Security Requirements (Public Improvement Contracts under \$100,000)

The **LCRB Superintendent or Designee** may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than **\$100,000**. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under **\$100,000**, the district may impose a bid or quote security requirements for projects under **\$100,000**, when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the **LCRB Superintendent or Designee** to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.

5. Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under \$100,000)

The **LCRB Superintendent or Designee** may, at the **Superintendent's** discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than **\$100,000**. Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than **\$100,000**, the district may impose a performance/payment security requirement for projects less than **\$100,000** when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the **LCRB Superintendent or Designee** to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.

6. Projects with Complex Systems or Components

- a. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the district may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.
- b. Definitions. For purposes of this exemption only: "Complex Systems" are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an "equal" specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. "Significant" is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

Finding of Fact/Conclusion of Compliance with the Law

It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of an RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will likely result in substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b).

ORS 279C.400 enumerates how RFP's are to be used if authorized by the **LCRB**. This criteria,
Special Procurement and Exemptions from Competitive Bidding - DJC-AR

ensures that competitive means will be used and selection will be fair and impartial. As a result, it is

unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption **is not** intended to be used for CM/GC projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the **LCRB Superintendent or Designee**.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Budget Calendar Update

Policy: [Budget Calendar – DBC](#)

Date: December 14, 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 and seek Board approval. The budget calendar has been revised to include Budget Committee work session meetings in April to train any new Budget Committee members.

Previous Board Action:

The Board approved the original 23-24 calendar at the July Business Meeting.

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 choose not to approve the modified calendar.

Staff Recommendation:

Staff recommends that the Board approve the revised calendar for the 2023-2024 budget as presented.

Motion:

- A. Motion Made by a Board Member
 - a. I move that the Board approved the revised calendar for the 2023-2024 Budget as presented.
- 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)

Budget Committee Work Session **April 6, 2023**

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

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

Budget Committee Work Session **April 13, 2023**

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



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 Calendar Update

Policy: [Board Organization/Board Organizational Meeting – BC/BCA](#)

Date: December 14, 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 sets a Board meeting calendar every July. The calendar has been revised to update the location of the meetings that will be held in 2023.

Previous Board Action:

The Board approved the original 23-24 calendar at the July Business Meeting.

Background:

The Edgefield property will not be ready to host meetings as previously thought so the Board will continue meeting at Wood Village City Hall for the remainder of the 22-23 school year.

Financial Implications:

Not Applicable

Alternatives:

The Board could choose not to approve the modified calendar.

Staff Recommendation:

Staff recommends that the Board approve the revised calendar for the 2022-2023 school year as presented.

Motion:

A. Motion Made by a Board Member

- a. I move that the Board approved the revised calendar for the 2022-2023 school year as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



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	Salish Ponds Elementary
August 13, 2022	9:00a – 12:00p	Professional Development	Salish Ponds Elementary
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	Wilkes Elementary
	6:00p	Community Budget Input Session	Wilkes Elementary
October 12, 2022	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
October 27, 2022	4:30p	Staff Budget Input Session	Wilkes Elementary
	6:00p	Community Budget Input Session	Wilkes Elementary
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	205 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	Wood Village City Hall
	7:00p	Work Session	
January 25, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
February 8, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
February 22, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
March 8, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
March 22, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
April 6, 2023	6:00p	Budget Committee Work Session	Wood Village City Hall
April 12, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	206 Work Session	



BOARD CALENDAR: 2022-2023

Date	Time	Meeting Type	Location*
April 13, 2023	6:00p	Budget Committee Work Session	Wood Village City Hall
April 26, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
May 4, 2023	6:00p	Budget Committee Meeting	Wood Village City Hall
May 10, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
May 11, 2023	6:00p	Budget Committee Meeting	Wood Village City Hall
May 24, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	
June 14, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Work Session	
June 28, 2023	6:00p	Executive Session	Wood Village City Hall
	7:00p	Business Meeting	

*Locations may be subject to change.



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

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Capital Management

Prepared by: Jordan Carlman, Administrative Analyst, Human Capital Management

Subject: Contracting Out Bargaining Unit Work MOU with OSEA

Policy: [Board Powers and Duties – BBA](#)

Date: December 14, 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:

Reynolds School District (RSD) and the Oregon School Employees Association – Chapter 37 (OSEA) have reached an agreement on contracting out work when a vacant position cannot be filled.

For the period of November 1, 2022 through June 30, 2022, the District shall initiate contracted out work that has been performed by members of the Union's bargaining unit, only when there are no applicants or qualified candidates to fill positions within the OSEA bargaining unit. RSD will not contract out positions until they have actively worked to fill a position. Actively worked is defined as the posting of a vacant position with targeted interview dates occurring within 60 days of position posting. If the District has posted vacant positions but has been unable to fill the vacant positions within 60 days, the District may hire a contracted employee.

Attachment A Contracting Out Memorandum

Previous Board Action:

The Board approves all MOUs with OSEA.

Background:

An MOU on not contracting out was put in place for the period of October 2020 to June 2021. RSD and OSEA worked on a new MOU that would allow for contracting out this year if needed.

Financial Implications:

Not Applicable

Alternatives:

The Board could choose not to approve the MOU.

Staff Recommendation:

Staff recommends that the Board approve the Contracting Out MOU between OSEA Chapter 37 and Reynolds School District.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Contracting Out MOU between OSEA Chapter 37 and Reynolds School District.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Reynolds OSEA Chapter# 37

CONTRACTING OUT BARGAINING UNIT WORK MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement is entered into by and between the Reynolds School District #7 (District) and the Oregon School Employees Association, Chapter 37(Union) for the purposes of setting forth the terms and conditions of the parties' agreement concerning the contracting out of work performed by members of the Union's bargaining unit. The District and Union hereby agree to the following:

1. For the period of November 1, 2022 through June 30, 2022, the District shall initiate contracted out work that, that is being performed by members of the Union's bargaining unit only when there are no applicants or qualified candidates to fill positions within the OSEA bargaining unit. RSD will not contract out positions until they have actively worked to fill a position. Actively worked is defined as the posting of a vacant position with targeted interview dates occurring within 60 days of position posting. If the District has posted vacant positions but has been unable to fill the vacant positions within 60 days, the District may hire a contracted employee.
2. This agreement shall not impact the District's established right to utilize substitute employees consistent with the terms and conditions of the collective bargaining agreement.
3. The District may hire third-party contractors to perform specialized work in situations in which bargaining unit members either do not have the expertise or experience.
4. When insufficient time and/or human power exist to have the work completed, the District may utilize temporary employees pursuant to Article I.c and D.
 - The District will first attempt to utilize staff from existing substitute lists to complete the work.
 - The District may then use temporary staff in accordance with Article 1 Recognition, C and D either through direct hire or through a temporary agency as follows:

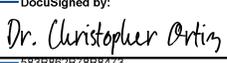
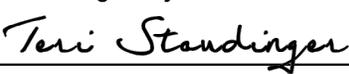
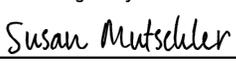
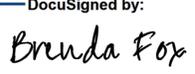
For the purpose of this paragraph, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help, or any specific job, and cannot be repeated).

Beginning in March of each school year, the District may identify new job openings as "balance of the year" if there is a possibility that the job may not be carried forward to the

new school year. The District will notify the Union and the job shall be considered temporary.

- 5. This agreement shall not serve to modify any rights, duties or obligations of either party as set forth in the collective bargaining agreement except as specifically described in this Memorandum.

Signatures:

<p>DocuSigned by:  <small>2F7195168D924D3...</small></p> <hr/> <p>Dr. Danna Diaz Title: Superintendent</p>	<p>11/23/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>583B862B78B8473...</small></p> <hr/> <p>Dr. Christopher Ortiz Title: Deputy Superintendent</p>	<p>11/29/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>611583BC090A4B9...</small></p> <hr/> <p>Ms. Shaunice Silas Title: Executive Director HCM</p>	<p>11/23/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>2E933A4D2E4...</small></p> <hr/> <p>Ms. Teri Standinger Title: OSEA Field Representative</p>	<p>11/28/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>26985B54453B4CA...</small></p> <hr/> <p>Ms. Susan Mutschler Title: President OSEA</p>	<p>11/28/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>CBE6FF1C87ED4F7...</small></p> <hr/> <p>Ms. Sheila Holt Title: OSEA Secretary</p>	<p>11/28/2022</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>C56A47D31E554AA...</small></p> <hr/> <p>Ms. Brenda Fox Title: Director of Employee and Labor Relations</p>	<p>11/23/2022</p> <hr/> <p>Date</p>

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Board Reports and Discussion

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

Date: December 14, 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. Individual Board Member Reports or Announcements
- b. Upcoming Board Meetings
 - i. Board Work Session: January 11, 2023
 - ii. Board Business Meeting: January 25, 2023
- c. Board Vacancy: Position 2
 - i. Term runs through June 30, 2025
 - ii. The application can be found on the Board page of the RSD website
 - iii. Interviews will take place at the January 11, 2023 Work Session and the new Board member will be appointed at the January 25, 2023 Business Meeting
- d. Budget Committee Vacancies: Positions 8, 10, 12,13, and 14
 - i. The application can be found on the Budget Committee page of the RSD website.
 - ii. Interviews will take place at the February 8, 2023 Work Session
- e. Committees
 - i. Bond Finance and Planning Committee
 - ii. Policy Review Committee
 - iii. Reynolds Education Foundation
 - iv. SEL Curriculum Adoption Committee
 - v. Math Curriculum Adoption Committee
- f. First Reading: Board Student Outcome Theory of Action
- g. Second Reading: Board Student Outcome Goals / Board Guardrails / Student Outcome Monitoring Calendar
- h. Board Discussion



BOARD THEORY OF ACTION

Mission

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

Vision

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

Core Values

Safety, Equity, Instructional Practices, Organizational Culture

Theory of Action

A *Theory of Action* is a set of high-level strategies to which all school system inputs and outputs must be aligned.

1. Every RSD staff member shall have a growth mindset and a “no excuse” theory.
2. District Leadership shall methodically identify paths for performance improvement, align educator and cabinet member incentives/recognitions with student performance, and ensure that educator placement is a function of student needs rather than adult preferences.
3. If the District creates a culture of support and the expectation that every student can succeed regardless of existing challenges; and
4. If the District allocates resources equitably, through a weighted funding formula based on student characteristics and performance, that distributes all resources to meet differentiated student needs; and
5. If the District offers equitable access to high-quality diverse school settings that meet the needs of its diverse community of students; and
6. If the District defines and funds essential positions or functions that guarantee a basic standard for student health, safety, and well-being at every campus;

Then campuses will be able to accomplish the Board's student outcome goals while honoring the Board's guardrails.

Board 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.

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.

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 24% to 80% by August 2026.

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.

Goal 5.i: 4 Year Graduation Rate

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

Board Guardrails

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

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

Superintendent Guardrails

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

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

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

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

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

Board Student Outcome Goals

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.

216

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
22%	32%	(40%)	(52%)	(66%)	(80%)

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.

217

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
27%	32%	(41%)	(51%)	(64%)	(80%)

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 24% to 80% by August 2026.

218

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
24%	26%	(40%)	(53%)	(66%)	(80%)

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.

219

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

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.

220

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

Board Guardrails

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.

Monitoring Calendar (2022-2023)



Month	Goal	Report Focus	Department
August	5.iv	ELD	Student & Family Services
	5.iv	Equity Committee Timeline	Equity
September	3.iv	Budget Input and AFSS Process Update	Superintendent
	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	OSAS Data and Final ELPA / Summer School	Academics
October	5.iv	Synergy Dashboard	Student Information
	3.iv	Budget Input and AFSS Process Update	Superintendent
	1-5.ii.a-d	At-A-Glance Profiles	Academics
	3.iv.b	2021-2022 SIA Annual Report	Academics
November	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	STAR / Formative Assessments	Academics
	2.iv	Staff Turn-Over Rate / Attendance	HCM
	3.iv	Budget Input and AFSS Process Update	Superintendent
	2.iv	Exit Interview Data	HCM
	5.iv.a	Student Attendance	Student & Family Services
December	5.iv	Article 18 / Discipline / Suspensions	Student & Family Services
	3.iv.a	Budget Priorities	Finance / Communications
	3.iv	Budget Input and AFSS Process Update	Superintendent
	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	SIP/DIP Formative Review	Academics / Schools
January	4.iv	MTSS Framework	Student & Family Services
	5.iv	TAG Numbers	Student & Family Services
	5.iv	Chronic Absenteeism	Student & Family Services
	2.iv	Mobility Rate Report	Student & Family Services
February	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	Midyear Student Achievement-STAR, 9th grade and 4-year cohort	Academics
	3.iv.b	Aligning for Student Success	Academics / Finance
March	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	SIP/DIP Midyear Review	Academics / Schools
	1.iv.b	Bullying Prevention & Education Campaign	Student & Family Services
April	5.iv	Article 18 / Discipline	Student & Family Services
	1.iv.b, 4.iv.b	Healthy Teen Survey	Student & Family Services
May	4.iv.a	CEE Survey Data	Academics
	2.i, 3.i	Math Adoption	Academics
	1.iv.b	SEL Curriculum Adoption	Student & Family Services
	1.iv.a	Safety Incident Reporting Response Time	Operations
June	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	STAR / Summative Assessment / ELPA	Academics
	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	SIP/DIP - End of Year Progress	Schools/Academics
	4.iv.c	Social Worker and Counselor Contacts	SFS

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: December 14, 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

