



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

June 26, 2024

6:00 PM

Virtual Meeting

I. 5:30p - Executive Session 3
The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(a) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.
II. 6:00p - Call to Order 4
A. Roll Call
B. Consider Approval of the June 26, 2024 Agenda
C. Pledge of Allegiance
D. Land Acknowledgement 5
E. Mission and Vision 6
III. 6:10p - Public Hearing: 2024-2025 Budget 7
IV. 6:25p - Public to be Heard 8
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. 6:45p - Superintendent's Reports 9
A. Announcements/Reports
B. Financial Report 10
C. Enrollment Report 11
D. Communications Report 15
VI. 7:00p - Consent Agenda 22
A. Approval of Personnel Order
B. Approval of Prior Meeting Minutes 24
C. Grant Acceptance
i. SSA Summer School Grant 26
ii. Secondary Career Pathways Grant 47
iii. Menstrual Dignity Grant 68
iv. OSAA Speech and Debate Grant 90
v. Arts 3C Grant 158
vi. ODE Summer Learning Grant 205
D. IGA with ODE for Foster Care Transportation Reimbursement 227

E.	IGA with Mt. Hood Community College for College Now, Middle College, Early College, and Alternative Education Services	249
F.	IGA with Oregon Department of Human Services for Vocational Rehabilitation	267
G.	Field Trip: RHS Cross Country Training Camp	319
H.	2024-2027 OSEA Bargaining Agreement	327
I.	2024-2027 Reynolds Administrative Group Agreement	410
VII.	7:05p - Action Items	
A.	Arthur Academy Charter Agreement Renewal	423
B.	Rockwood Preparatoy Academy Charter Agreement Renewal	452
C.	Resolution 2023-2024-029 Function Transfer for 23-24 Budget	492
D.	Resolution 2023-2024-030 Adoption of 24-25 Budget	495
E.	Resolution 2023-2024-031 Declaring, Imposing, and Categorizing Taxes for 24-25	498
VIII.	7:25p - Board Announcements and Discussion	499
A.	Individual Board Members - Announcements and Reports	
B.	Upcoming Board Meetings	
IX.	7:40p - Adjourn	500



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Executive Session

Type: Action Item Report / Presentation

Policy: BDC: Executive Session

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |
-

Summary / Background:

The Reynolds School Board and the Superintendent will meet in Executive Session at 5:30p, under ORS 192.660(2)(a) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.

Previous Board Action:

Not Applicable.

Financial Implications:

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: Frank Caropelo, Superintendent

Subject: Call to Order

Type: Action Item Report / Presentation

Policy: BDDF: Conduct of Board Meetings

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |

Roll Call:

- | | |
|--------------------------------------|---|
| • Position 1: Vice Chair Aaron Muñoz | • Position 5: Director Patty Carrera |
| • Position 2: Director Joyce Rosenau | • Position 6: Chair Ana Gonzalez Muñoz |
| • Position 3: Director Michael Reyes | • Position 7: Director Francisco Ibarra |
| • Position 4: Director Cayle Tern | |

Motion to Approve Agenda:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the June 26, 2024 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

Mission and Vision

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.

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.



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

To: Board of Directors

From: Frank Caropelo, Budget Officer

Subject: Budget Hearing

Type: Action Item Report / Presentation

Policy: DBH Budget Adoption Procedures

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |
-

Summary / Background:

As required by ORS 294.453, the Reynolds School District School Board will hold a public hearing on the budget document as approved by the budget committee. The Board may receive testimony and give consideration to the approved budget and any matters discussed.

Previous Board Action:

The Board holds annually a public hearing to consider budget adoption.

Financial Implications:

Oregon local budget laws require the Board to hold a public hearing prior to adopting the annual budget. The budget must be approved before July 1. There is no provision in law for adopting the budget after June 30, which would prevent the district from expending funds for any purpose.

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: Frank Caropelo, Superintendent

Subject: Public to be Heard

Type: Action Item Report / Presentation

Policy: BDDH: Public to be Heard; BDDH-AR: Public to be Heard at Board Meetings

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- Marginalized Students Culturally Responsive Teaching
- Student and Staff Wellness Professional Development

Summary / Background:

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 sign-up prior to the start 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.

Previous Board Action:

Not Applicable.

Financial Implications:

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: Frank Caropelo, Superintendent

Subject: Superintendent’s Report

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- Marginalized Students
- Culturally Responsive Teaching
- Student and Staff Wellness
- Professional Development

Summary / Background:

Superintendent Caropelo will provide announcements and reports to the Board:

- a. Superintendent Report – Frank Caropelo
- b. Financial Report – Holly Langan
- c. Enrollment Report – Holly Langan
- d. Communication Report – Steve Padilla

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.

General Fund | 2023–2024 Financial Summary by Object and Function

For the Period Ending May 31, 2024

				1	2	3	4 (=2 + 3)	5 (=4 - 1)	
RESOURCES	2020–2021 Actuals	2021–2022 Actuals	2022–2023 Actuals	FY24 Adopted	FY24	% of	Add: Rev / Exp	FY24	Budget to Forecast
				Budget	YTD Actuals	Budget	Projections	Forecasted Balance	Variance Fav / (Unfav)
Operating Revenues									
State School Fund	\$ 100,150,364	\$ 102,592,166	\$ 96,170,190	\$ 107,612,357	\$ 102,950,821	95.67%	\$ 0	\$ 102,950,821	\$ (4,661,536)
Other State School Fund	30,129,098	30,646,272	32,806,224	35,595,834	32,159,691	90.35%	\$ 933,832	\$ 33,093,522	(2,502,312)
State School Fund Formula	130,279,462	133,238,438	128,976,414	143,208,191	135,110,512	94.35%	933,832	136,044,343	(7,163,848)
Local Sources	1,456,682	1,777,584	3,022,599	4,925,499	2,149,951	43.65%	\$ 562,912	\$ 2,712,863	(2,212,636)
Intermediate Sources	540,000	700,000	700,000	2,065,727	1,999,997	96.82%	\$ -	\$ 1,999,997	(65,730)
State Sources	1,471,310	2,793,866	2,590,394	2,600,000	856,066	32.93%	\$ -	\$ 856,066	(1,743,934)
Federal Sources	74,450	31,401	42,995	60,000	279,528	465.88%	\$ 4,433	\$ 283,962	223,962
Other Sources	1,232,761	215,987	155,626	-	-	-	\$ -	\$ -	-
All Other Sources	4,775,203	5,518,837	6,511,613	9,651,226	5,285,542	54.77%	\$ 567,345	\$ 5,852,887	(3,798,339)
Total Operating Revenues	\$ 135,054,665	\$ 138,757,276	\$ 135,488,027	\$ 152,859,417	\$ 140,396,054	91.85%	\$ 1,501,177	\$ 141,897,231	\$ (10,962,186)
Beginning Fund Balance	18,958,789	24,654,907	37,766,147	41,519,249	26,681,850	64.26%	0	26,681,850	(14,837,399)
TOTAL RESOURCES	\$ 154,013,454	\$ 163,412,182	\$ 173,254,174	\$ 194,378,666	\$ 167,077,904	85.95%	\$ 1,501,177	\$ 168,579,081	\$ (25,799,585)
REQUIREMENTS BY OBJECT									
Operating Expenditures									
	By Object								
Salaries	\$ 60,416,368	\$ 63,390,945	\$ 70,161,704	\$ 79,532,650	\$ 58,537,817	73.60%	\$ 15,469,892	\$ 74,007,709	\$ 5,524,941
Associated Payroll Costs	35,909,687	32,142,962	34,264,947	37,755,098	29,587,667	78.37%	\$ 8,146,970	\$ 37,734,636	20,462
Purchased Services	21,316,076	22,183,942	27,991,765	25,765,740	23,261,517	90.28%	\$ 5,394,025	\$ 28,655,542	(2,889,802)
Supplies and Materials	4,667,042	4,141,683	8,434,821	7,604,112	3,995,730	52.55%	\$ 1,172,595	\$ 5,168,324	2,435,788
Capital Outlay	2,027,423	461,200	1,297,508	1,383,500	645,079	46.63%	\$ 237,840	\$ 882,919	500,581
Other Objects	1,495,186	1,561,953	1,719,446	1,701,727	1,985,869	116.70%	\$ 28,444	\$ 2,014,313	(312,586)
Transfers	3,526,765	1,763,350	2,702,133	1,846,250	1,827,455	98.98%	\$ -	\$ 1,827,455	18,795
Total Operating Expenditures	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 155,589,077	\$ 119,841,133	77.02%	\$ 30,449,766	\$ 150,290,899	\$ 5,298,178
Contingencies				29,070,656		0.00%			29,070,656
Unappropriated Ending Fund Balance				9,718,933		0.00%			9,718,933
TOTAL REQUIREMENTS	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 194,378,666	\$ 119,841,133	61.65%	\$ 30,449,766	\$ 150,290,899	\$ 44,087,767
Ending Fund Balance	\$ 24,654,907	\$ 37,766,147	\$ 26,681,850					\$ 18,288,182	
REQUIREMENTS BY FUNCTION									
Operating Expenditures									
	By Function								
Instruction	\$ 79,378,852	\$ 75,949,684	\$ 86,050,467	\$ 90,515,987	\$ 68,028,445	75.16%	\$ 19,094,996	\$ 87,123,441	\$ 3,392,546
Support Services	45,844,717	47,568,680	57,463,765	62,861,781	49,665,216	79.01%	\$ 11,231,519	\$ 60,896,735	1,965,046
Enterprise and Community Services	408,213	164,321	155,960	165,059	120,016	72.71%	\$ 38,493	\$ 158,509	6,550
Facilities Acquisition and Construction	-	-	-	-	-	-	\$ -	\$ -	-
Other Uses	3,726,765	1,963,350	2,902,132	2,046,250	2,027,455	99.08%	\$ 84,758	\$ 2,112,214	(65,964)
Total Operating Expenditures	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 155,589,077	\$ 119,841,133	77.02%	\$ 30,449,766	\$ 150,290,899	\$ 5,298,178
Contingencies				29,070,656		0.00%			29,070,656
Unappropriated Ending Fund Balance				9,718,933		0.00%			9,718,933
TOTAL REQUIREMENTS	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 194,378,666	\$ 119,841,133	61.65%	\$ 30,449,766	\$ 150,290,899	\$ 44,087,767
Ending Fund Balance	\$ 24,654,907	\$ 37,766,147	\$ 26,681,850					\$ 18,288,182	
Ending Fund Balance % of Revenue	16.01%	23.11%	15.40%					10.85%	

Elementary Enrollment By Classroom

School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade		Total	Variance	
									Proj	Diff
Alder	16	18	15	22	21	26			Alder	
	12	19	15	19	17	26				
Dual Language	22	24	22	26	28	27				
Total	50	61	52	67	66	79		375	342	33
# of Classes	3	3	3	3	3	3		18		
Average Class Size	16.67	20.33	17.33	22.33	22.00	26.33				
Davis	19	15	21	15	16	25			Davis	
	20	18	21	15	19	23				
		16	22	14	17	19				
		17								
Total	39	66	64	44	52	67		332	362	-30
# of Classes	2	4	3	3	3	3		18		11
Average Class Size	19.50	16.50	21.33	14.67	17.33	22.33				
Fairview	16	16	24	15	18	15			Fairview	
	16	16	23	14	15	17				
	16	16	0	16	19	17				
STEP	3	4	3	2	4	3				
Total	51	52	50	47	56	52		308	278	30
# of Classes	3	3	2	3	3	3		17		
Average Class Size	17.00	17.33	25.00	15.67	18.67	17.33				
Glenfair	18	21	19	23	25	23			Glenfair	
	18	20	21	23	26	22				
	17	20	19	23	25	23				
	18	19	21			21				
Total	71	80	80	69	76	89		465	404	61
# of Classes	4	4	4	3	3	4		22		
Average Class Size	17.75	20.00	20.00	23.00	25.33	22.25				

Hartley	19	18	21	20	19	17			Hartley	
	19	16	21	21	20	20				
	18	18	21	21		18				
Total	56	52	63	62	39	55		327	296	31
# of Classes	3	3	3	3	2	3		17		
Average Class Size	18.67	17.33	21.00	20.67	19.50	18.33				
Margaret Scott	22	17	18	20	17	18			Margaret Scott	
	20	17	19	21	16	19				
	22	17	17	20	18	19				
Total	64	51	54	61	51	56		337	294	43
# of Classes	3	3	3	3	3	3		18		
Average Class Size	21.33	17.00	18.00	20.33	17.00	18.67				
Salish Ponds	17	19	17	18	24	18			12 Salish Ponds	
	17	19	17	19	23	17				
	18	20	18	19	24	20				
Total	52	58	52	56	71	55		344	298	46
# of Classes	3	3	3	3	3	3		18		
Average Class Size	17.33	19.33	17.33	18.67	23.67	18.33				
Sweetbriar	15	21	21	19	27	23			Sweetbriar	
	16	21	19	19	24	23				
	15									
Total	46	42	40	38	51	46		263	236	27
# of Classes	3	2	2	2	2	2		13		
Average Class Size	15.33	21.00	20.00	19.00	25.50	23.00				

Troutdale	19	20	18	19	20	19			Troutdale	
	16	21	20	19	22	22				
	18	18	18	18	8	15	Split Class			
Life Skills	2	4	6	5	2	2				
Total	55	63	62	61	52	58		351	347	4
# of Classes	3	3	3	3	2.5	2.5		17		
Average Class Size	18.33	21.00	20.67	20.33	20.80	23.20				
13										
Wilkes	21	21	19	18	20	19			Wilkes	
	23	23	20	16	20	17				
	23	22	20	18	20	19				
			21	18	19	18				
Life Skills	3	6	2	3	2	5				
Total	70	72	82	73	81	78		456	439	17
# of Classes	3.0	3.0	4	4	4	4		22		
Average Class Size	23.33	24.00	20.50	18.25	20.25	19.50				
13										
Woodland	17	18	20	17	24	21			Woodland	
	15	19	21	19	22	24				
	17	19	21	18	23	24				
	18									
Life Skills	2	4	4	3	5	9				
Total	69	60	66	57	74	78		404	387	17
# of Classes	4	3	3	3	3	3		19		
Average Class Size	17.25	20.00	22.00	19.00	24.67	26.00				
									Proj	Diff
Elem Total	623	657	665	635	669	713		3962	3683	279
Total # of Classes	34.00	34.00	33.00	33.00	31.50	33.50				
Total Average Class Size	18.32	19.32	20.15	19.24	21.24	21.28				

Secondary Enrollment By Grade Level										
School	6th	7th	8th	9th	10th	11th	12th	Total	Variance	
	Grade		Proj	Diff						
HB Lee MS	230	223	212					665	638	27
Reynolds MS	228	243	261					732	777	-45
Walt Morey MS	170	176	183					529	550	-21
RHS + Middle College				645	591	501	521	2258	2711	-453
RLA				1	52	60	91	204	200	4
									Proj	Diff
Secondary Total	628	642	656	646	643	561	612	4388	4876	-488
Elementary Total								3962	3683	
Total Reynolds:								8350	8559	-209

Charter School Enrollment Report										
School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th - 8th Grades	Total	Variance	
									Proj	Diff
Arthur Academy	27	31	27	29	27	28		169	175	-6
Rockwood Prep	68	62	61	60	49	48		348	372	-24
MLA	48	48	48	46	48	48	278	564	575	-11
HOLLA	18	20	20	20				78	56	22
									Proj	Diff
Charter Total	161	161	156	155	124	124	278	1159	1178	-19
Total Reynolds and Charters:								9,509	9,737	-228



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world. ¹⁵

Superintendent Report: Communications

Steve Padilla, Director of Communications

June 26, 2024

RSD

Communications

Activities in July

- Helping elementary schools create groups through Parent Square for incoming kinder families;
- Conduct media interviews as appropriate;
- Prepare communications for upcoming school year;
 - Website updates;
 - Social media updates;
 - Parentsquare updates



RSD Social Media in July

Social Media Activities

- 4th of July
- Summer School Activities

Award-winning Sabes que – Did You Know!

- We will evaluate what subjects have been discussed and what would be good subjects for the upcoming school year;
- Our Podcasts can be found on Amazon Music, Spotify, iHeartRadio, Pandora and Apple Podcasts!

20





Questions?



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



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Consent Agenda

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- Marginalized Students
- Culturally Responsive Teaching
- Student and Staff Wellness
- Professional Development

Summary / Background:

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. Grant Acceptance
 - iv. SSA Summer School Grant
 - v. Secondary Career Pathways
 - vi. Menstrual Dignity Grant
 - vii. OSAA Speech and Debate Grant
 - viii. Arts 3C Grant
 - ix. ODE Summer Learning Grant
- D. IGA for Oregon Department of Education for Foster Care Transportation – Holly
- E. IGA with Mt. Hood Community College for College Now, Middle College, Early College, and Alternative Education Services
- F. IGA with Oregon Department of Human Services for Vocational Rehabilitation
- G. Field Trip: RHS Cross Country Training Camp
- H. 2024-2027 OSEA Bargaining Agreement
- I. 2024-2027 Reynolds Administrative Group Agreement

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member: 22

- 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
Meeting Minutes**

May 22, 2024

6:00 PM

Building I, Edgefield Campus

Present: Patty Carrera, Ana Gonzalez Muñoz, Francisco Ibarra, Aaron Muñoz, Michael Reyes, Joyce Rosenau, Cayle Tern.

I. 5:30p - Executive Session

The Reynolds School Board and the Superintendent will recess into Executive Session at 5:30p, under ORS 192.660(2)(a) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.

II. 6:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the May 22, 2024 Business Meeting to order at 6:04p.

III. Roll Call

IV. Consider Approval of the May 22, 2024 Agenda

I move that the Board approve the May 22, 2024 agenda as presented. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

V. Pledge of Allegiance

VI. Land Acknowledgement

- Read into the record by Director Joyce Rosenau.

VII. Mission and Vision

- Read into the record by Chair Ana Gonzalez Muñoz.

VIII. 6:10p - RHS Choir Performance

IX. 6:25p - Recognition

A. Student Recognition

B. Volunteer/Community Partner Recognition

C. Staff Recognition

D. Years of Service Recognition

E. Resolution 2023-2024-027 LGBTQ2SIA+ Pride Month

F. Resolution 2023-2024-028 National Immigrant Heritage Month and World Refugee Day

X. 6:45p - High School Student Report

XI. 6:50p - 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.

VII. 7:10p - Bargaining Group Updates

VIII. 7:20p - Presentation to the Board

A. Postponement of K-12 Science Instructional Materials

- Waivers are fairly standard.
- Recently adopted new ELA and Math curriculum.

IX. 7:30p - Superintendent's Reports

A. Announcements/Reports

B. Financial Report

C. Enrollment Report

D. Communications Report

X. 7:50p - Consent Agenda

I move that the Board approve all Consent Agenda items as presented. This motion, made by Patty Carrera and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Intergovernmental Agreement with David Douglas for Early Intervention/Early Childhood Special Education Services (EI/ECSE) Intake and Evaluation Team

D. Stronger Connections Grant Acceptance

E. MOU with REA: Mentor Program

F. MOU with REA: Teaching Training

G. Policy Updates (second reading and approval)

H. Postponement of K-12 Science Instructional Materials

I. Resolutions 2023-2024 -027 and -028

XI. 7:55p - Board Announcements and Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

XII. 8:10p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the May 22, 2024 Business Meeting at 7:38p.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Student Success Act Grant Acceptance

Type: Action Item Report / Presentation

Policy: IA: Instructional Goal

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

Staff is requesting authorization to accept the Student Success Act (SSA) summer programs grants from the Oregon Department of Education (ODE) in a total amount of \$1,374,180.34 divided evenly for Summer 2024 and Summer 2025. These grant funds help provide high-quality summer programming for students at Davis Elementary, Glenfair Elementary, Salish Ponds Elementary, and Reynolds Middle School, determined by ODE to require additional supports and interventions based on school performance.

Previous Board Action:

The Board has accepted the Student Success Act (SSA) summer programs grants from ODE since the initial cohorts were identified in the 2020-21 school year.

Financial Implications:

This grant is an expense reimbursement grant of \$687,090.17 in Summer 2024 and \$687,090.17 in Summer 2025.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the acceptance of the Reynolds School District Student Success Act Grant Agreement with ODE.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 35440

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

SECTION 1: AUTHORITY

Pursuant to ORS 190.110, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of October 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2025.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Tiffany Palaniuk
255 Capitol St. NE Salem, OR 97310
(503) 576-9598
Tiffany.Palaniuk@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201ST AVENUE, 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 \$1,374,180.34 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Statewide Education Initiatives Account (“Funding Source”).

PROGRAM YEAR	PERFORMANCE PERIOD	TOTAL
Summer 2024	October 1, 2023 – September 30, 2024	\$687,090.17
Summer 2025	October 1, 2024 – September 30, 2025	\$687,090.17

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

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

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 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.
- 7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1** Grantee is a School District duly organized and validly existing;
 - 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 **Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
 - “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
 - “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 **Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.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.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other 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, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended 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, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

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

- 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2 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 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

THIS SPACE INTENTIONALLY LEFT BLANK

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: _____
Contracting Officer

Date

Reynolds SD 7

By:  _____
Authorized Signature

06/04/2024

Date

Frank Caropelo

Printed Name

Superintendent

Title

93-6000836

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Devon Thorson via email
DOJ Assistant Attorney General

05/28/2024

Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

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

Grantee is one of 38 schools eligible to receive Grant Funds. Grantee’s eligibility is based in part on Grantee having the following factors:

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

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

SECTION II. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

Grantee shall use Grant Funds only for the costs of Project activities that occur, including expenses incurred, as outlined in the table below.

#	PROJECT ACTIVITY	DUE DATE
1	<p>Develop and implement a summer program that furthers the implementation, requirements, and objectives of the programs described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended).</p> <p>Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and program budget (“Budget”) for each Performance Period for Agency approval. Grantee will perform the activities identified in the Plan according to its terms and as the Plan may be adjusted according to Section III.</p> <p>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</p>	<p>June 15th annually or 2 weeks prior to the start of the summer program for each Performance Period.</p>

	<p>improvement plans.</p> <p>The summer program must operate at least 3 consecutive weeks with a minimum of 4 days per week and adhere to all Ready School Safe Learners (RSSL) and companion guidance, as amended.</p>	
2	<p>Submit to Agency a request for disbursement for the amount identified in the applicable Performance Period identified Section 6 and in accordance with the Budget.</p>	<p>June 30th, annually</p>
3	<p>Participate in in-person or virtual monitoring visits with the Agency Grant Manager or designee to include but not be limited to the review and/or revision of each Plan, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, and effective monitoring of the summer program.</p>	<p>Ongoing and as requested by the Agency</p>
4	<p>Comply with annual data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring and technical assistance.</p> <p>The data that is subject to evaluation by Agency includes but is not limited to:</p> <ul style="list-style-type: none"> • Student, staff, and caregiver surveys; and • Staff interviews. 	<p>Ongoing and as requested by the Agency</p>
5	<p>Submit to Agency an end of summer program report using an Agency provided form to include but not be limited to the following:</p> <ul style="list-style-type: none"> • Final student roster; • Student attendance; • Family engagement activities; • Report on established set of performance measures; and • Final expenditure report detailing the expenditure of Grant Funds. 	<p>September 30th, annually</p>
6	<p>Return unexpended funds to Agency in accordance with Section V of this Exhibit A.</p>	<p>November 15, annually</p>

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.

SECTION III. PLAN AND BUDGET

Incorporation by Reference. Upon approval by Agency, each Plan and Budget submitted by Grantee become a binding part of this Agreement and are incorporated by reference in their entirety,

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

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

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

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

SECTION IV. 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”), 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/>
- Content to be posted on the web must be checked and made compliant using the tool available at <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 web or application to validate the Content meets the Mandatory Standards, 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 shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION V. DISBURSEMENT PROVISIONS

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

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

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee’s expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or 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, shall comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

PROFESSIONAL LIABILITY

Required Not required

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 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 shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee’s completion and Agency’s acceptance of all Services 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 requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: ODE Secondary Career Pathways Grants

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

Each year, the Oregon Department of Education awards Pathways Grants to school districts in support of CTE programs of study. Each program of study earns dollars based on the number of students who have completed the career pathway. Additional dollars are awarded for completion of industry recognized credentials and for non-traditional pathway completers. CTE teachers may use these funds for classroom equipment, consumable supplies, and/or professional development.

Previous Board Action:

This ODE grants program was made possible with the passing of HB 3072 in 2015. The board has approved the acceptance of these grants each year that funding has been awarded to our district programs of study.

Financial Implications:

The District can claim up to \$16,000 in reimbursement through this grant.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize acceptance of the CTE Pathways Grant as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 34722

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

SECTION 1: AUTHORITY

Pursuant to ORS 190.110 and ORS 327.372(2)(b), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this grant is to incentivize districts to provide high quality CTE Programs of Study for students across the state.

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 July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Jeff Rhoades
255 Capitol St NE Salem, OR 97310
971-208-0223
jeff.rhoades@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Holly Langan
1204 NE 201st Ave Fairview, OR 97024
+1 (503) 661-7200
hlangan@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 \$16,000.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General funds (“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.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a School District duly organized and validly existing;

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

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

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

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee

further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

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

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

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

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

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

- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

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

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

- 17.2 Any Grant Funds received by Grantee that remain unexpended 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, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 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 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended

beneficiaries of this Grant.

- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency’s consent to Grantee’s assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Subgrants.** Grantee may not, without Agency’s prior written consent, enter into any subgrants for any of the Project activities required of Grantee under this Grant. Agency’s consent to any subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Philip Hofmann, Deputy Director of Procurement

June 4, 2024
Date

Reynolds School District 7

By: [Signature]
Authorized Signature

06/09/2024
Date

Frank Caropelo
Printed Name

Superintendent
Title

93-6000836
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email
Kevin Gleim, Assistant Attorney General

05/24/2024
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

During the 2023 – 2025 biennium, \$8.08 million was appropriated by the Oregon Legislature to encourage the continued growth and stability of approved Career and Technical Education (CTE) Programs of Study that lead to high wage and high demand occupations (“Secondary Career Pathways Grant Funds”). The intent of this appropriation is to incentivize districts to provide high quality CTE Programs of Study for students across the state.

Grantee shall use Secondary Career Pathways Grant Funds to provide high quality CTE Programs of Study for students in Grantee’s district in accordance with ORS 327.372(4)(d). Grantee shall comply with all relevant provisions of ORS 327.372 and OAR 581-017-0287 through 581-017-0297. Secondary Career Pathways Grant Funds may be used only to improve and enhance the CTE Program of Study that is benefiting from the Secondary Career Pathways Grant Funds. Grantee shall always decide how to use Secondary Career Pathways Grant Funds in consultation with a district and/or school administrator, the CTE teacher from the CTE Program of Study that is benefiting from the Secondary Career Pathways Grant Funds, and the CTE Regional Coordinator for that area.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

Tasks/ Activities	Deliverables	Due Dates	Amounts
<p>Grantee shall develop and provide high quality CTE Programs of Study that:</p> <ol style="list-style-type: none"> 1. lead to an increase in the number and diversity of learners who earn three or more credits in CTE Programs of Study; and 2. prepare students for high wage and high demand jobs. 	<p>Grantee shall submit a budget describing how the Secondary Career Pathways Grant Funds will be spent and how Grantee’s use of Secondary Career Pathways Grant Funds will support the named CTE Program of Study; Agriculture, Arts, Information Communication, Business Management, Human Resources, Health Sciences, and Engineering and Industrial Sciences.</p> <p>Upon submission to the Agency, Grantee’s budget and each claim for reimbursement shall have the approval of a district and/or school administrator, the CTE teacher from the CTE Program of Study that is benefiting from the Secondary</p>	<p>June 30, 2025—all funds spent and items received</p> <p>August 14, 2025—all claims submitted</p> <p>Sept. 30, 2025—Reporting on Year 1 & 2 of the Biennium due</p>	<p>\$16,000.00</p>

	<p>Career Pathways Grant Funds, and the CTE Regional Coordinator for that area.</p> <p>In accordance with Section IV, Grantee shall report to Agency on how Grantee used its Secondary Career Pathways Grant Funds and how these funds provided high quality CTE Programs of Study that led to an increase in the number and diversity of learners who earn three or more credits in CTE Programs of Study, and prepared students for high wage and high demand jobs. Using data, Grantee must demonstrate quantifiable progress in each of these areas.</p>		
MAXIMUM, NOT-TO-EXCEED AMOUNT:			\$16,000.00

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

Budgets and approvals shall be submitted through Smartsheets.

Allowable Use of Funds. Secondary Career Pathways Grant Funds may be used for: Purchasing equipment and supplies, Professional development, Release time for curriculum development, Building infrastructure, Evaluating program design and student outcomes, Additional Instructors, student participation in leadership opportunities and Enhanced learning opportunities for the students in the programs. Secondary Career Pathways Grant Funds shall be used only to expand the CTE Program of Study that is benefitting from the Secondary Career Pathways Grant Funds to serve more students or to otherwise improve the existing CTE Program of Study.

Secondary Career Pathways Grant Funds may not be used for: Supplanting or backfilling district support, Existing teacher salaries, Existing equipment and supply budget, Creation of new programs, Supporting other programs or initiatives. Secondary Career Pathways Grant Funds shall not be used to supplant other funds already budgeted by Grantee.

Recipient must maintain all records related to the expenditure of the Secondary Career Pathways Grant Funds provided under this Agreement for at least six (6) years from the later of the ending date of this Agreement or until the conclusion of any audit, controversy or litigation arising under this Agreement. This provision shall survive termination of this Agreement.

SECTION III. 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”), 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/>
- Content to be posted on the web must be checked and made compliant using the tool available at <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 web or application to validate the Content meets the Mandatory Standards, 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 shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

If the Performance Period begins prior to the Executed Date, any reports for activities shown in 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.

Grantee will submit Project Reports to Agency's Grant Manager within three months of expiration date of this Agreement and no later than September 30, 2025. Grantee is required to report on how Grantee used its Secondary Career Pathways Grant Funds and how these funds provided high quality CTE Programs of Study that led to an increase in the number and diversity of learners who earn three or more credits in CTE Programs of Study, and prepared students for high wage and high demand jobs. Using data, Grantee must demonstrate quantifiable progress in each of these areas. Grantee must describe the actual amount spent per CTE Program of Study.

These Project Reports shall also include, but are not limited to:

- 1) Expenditure report accounting for use of funds in the appropriate CTE Program of Study.
- 2) Description of specific ways that funding improved and enhanced the CTE Program of Study for which the funds were allocated.
- 3) Positive student impact anecdotes, files or documents that demonstrate how these Secondary Career Pathways Grant Funds made a positive contribution to the students.
- 4) Verification and description of how the Secondary Career Pathways Grant Funds did not supplant other funds already budgeted by Grantee.
- 5) Communication demonstrating how these funds impacted underrepresented populations.

Any Secondary Career Pathways Grant Funds that are expended in violation of the award or remain unexpended upon the ending date specified in the award, must be returned to the Agency no later than fifteen (15) days after the date of written notice from Agency demanding return of the funds.

If any claim for reimbursement contains incorrect or false information, a claimed expense is not an "Allowable Expense", or if Recipient fails to perform any other promises or obligations under this Agreement, Agency may pursue any remedies available to it at law or equity, including without limitation terminating this Agreement immediately or upon a later date specified in written notice, demanding the return of any grant funds, off-set against other moneys payable by Agency to the Recipient or specific performance. If Agency fails to perform any promise or obligation under this Agreement, Recipient's sole remedy is reimbursement of its Allowed Expenses up to the amount of the grant award. This Agreement shall be governed and interpreted under Oregon law. In the event any legal action is brought to enforce this Agreement, it shall be filed and conducted in the state circuit court for Marion County. RECIPIENT AGREES TO THE JURISDICTION OF SUCH COURT. This provision shall survive termination of this Agreement.

Agency's obligation to pay any Secondary Career Pathways Grant Funds under this Agreement is conditioned on Agency receiving funding, appropriations, limitations, allotments and other expenditure authority sufficient to pay the grant funds to Recipient.

The next cycle's Secondary Career Pathways Grant Funds release is contingent upon Agency's acceptance of previous Annual Project Report.

If requested, Grantee will supply any related reports and information as Agency may reasonably require. Agency will continuously evaluate the Grantee's performance as Grantee submits its reports through the Performance Period.

SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred upfront basis upon receipt of Grantee's request(s) for disbursement.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency's Grant Manager identified in Section 4.

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

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 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.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 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 shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee’s completion and Agency’s acceptance of all Services 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 requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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



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

To: Board of Directors

From: Wade Bakley, Chief Operations Officer

Subject: Menstrual Dignity Program Grant Agreement

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|---|
| <input type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |

Summary / Background:

The State of Oregon previously awarded a grant for the District to purchase equipment and supplies in alignment with House Bill (HB) 3294 (2021), Oregon Administrative Rule (OAR) 581-021-0603, and Oregon Revised Statutes (ORS) 190.110. The grant can be used to pay for qualifying expenses associated with the installation of dispensers and supply of menstrual products.

Year one of the grant was awarded for a total not to exceed \$44,936.24. effective July 1, 2021 to June 30, 2023.

Year two is effective July 1, 2024 to June 30, 2025. The total grant amount is TBD based on district ADM.

Previous Board Action:

The Board authorized the acceptance of grant #36271 from the State of Oregon for the first year of the grant on May 25, 2022.

Financial Implications:

This grant may reduce general fund expenses by up to \$44,936.24 until June 30, 2024.

Alternatives:

District would need to cover all expenses related to HB 3294 if the grant is not accepted.

Motion:

- A. Motion Made by Board Member:

- a. I move that the Board authorize acceptance of grant #36271 from the State of Oregon for the second year for the purpose of meeting the requirements of HB 3294, the Menstrual Dignity Act.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 36271

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

SECTION 1: AUTHORITY

Pursuant to House Bill (HB) 3294 (2021), Oregon Administrative Rule (OAR) 581-021-0603, and Oregon Revised Statutes (ORS) 190.110, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

This grant is to fund Public Education Providers to fulfill mandatory requirements in providing feminine hygiene products (tampons and sanitary pads) at no cost to students. Grantee is a Public Education Provider or has been identified by a consortium of Public Education Providers to distribute their funds to them. Grantee is solely responsible for compliance with the terms of this Grant.

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 July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Danise Elijah
255 Capitol St NE, Salem, OR 97310
503-559-0137
danise.elijah@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Frank Caropelo

1204 NE 201st Ave Fairview, OR 97024-2499
503-661-7200
fcaropelo@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 \$39,700.49 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Other funds (“Funding Source”).

Year One (July 1, 2023 – June 30, 2024)	\$39,700.49
Year Two (July 1, 2024 – June 30, 2025)	TBD

Any remaining Year One funds will be liquidated on August 14th, 2024. Any remaining Year Two funds will be liquidated on August 14th, 2025.

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.
- 7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1** Grantee is a School District duly organized and validly existing;
 - 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been

authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

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

SECTION 9: OWNERSHIP

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

instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

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

SECTION 10: CONFIDENTIAL INFORMATION

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

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

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

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other 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, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

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

SECTION 15: DEFAULT

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

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits

set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended 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, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2** 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 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms

and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

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

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

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

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

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In 2021, the Oregon State Legislature passed **HB 3294** and the Oregon State Board of Education adopted **OAR 581-021-0603** to ensure menstrual dignity for students.

Among the requirements of those provisions, each Public Education Provider must install in every Student Bathroom at least one Dispenser that:

- a) Does not require inserting coins or money;
- b) Is clearly marked as free in at least two languages;
- c) Is ADA compliant;
- d) Is located in a place where all students can access products privately; and
- e) Provides a variety of products with consideration of absorbency and size options.

Public Education Providers must determine where to prioritize dispenser installation considering all-gender access to menstrual products and student privacy.

DEFINITIONS

(1) **“Bathroom”** means a space with a toilet, a sink, and a trash receptacle that is privately accessible to students. Bathrooms may be single stalled or an aggregation of individual toilet compartments, including in locker rooms.

(2) **“Dispenser”** means a container sufficient to hold menstrual products and can include something installed on a wall or placed on a shelf.

(3) **“Products”** means tampons and menstrual pads.

(4) **“Public Education Provider”** has the meaning found in HB 3294 (2021).

(4) **“Public School Building”** means a building used by a public education provider to provide educational services to students.

(5) **“Student Bathroom”** means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females and a bathroom designated for males

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

Grantee shall use Grant Funds to pay qualifying expenses at qualifying sites for costs associated with the installation of required Dispensers and supply of Products.

Grantee shall use Grant Funds only for the purposes stated in this Grant and in accordance with OAR 581-21-600, OAR 581-21-603, OAR 581-21-606, and OAR 581-021-0609.

ODE GRANT #36271– Menstrual Dignity Program

Grantee shall maintain records adequate to support any request for Grant Funds and shall provide such records to the Agency upon request.

Grantee shall submit to the Agency a list of all Public Education Providers for which Grantee will receive any pay out Grant Funds.

Year One (July 1, 2023 to June 30, 2024)

Grantee shall use Grant Funds during **Year One** to cover the actual costs incurred to install Dispensers in Student Bathrooms and to purchase and provide Products in Student Bathrooms. This includes dispensers to provide menstrual products in alternate locations when public education providers do not have control of bathrooms used by the students of the public education provider as outlined in SB 1522. Please see definition of “dispenser” as outlined in OAR 581-021-0587. During **Year One**, Grantee shall receive Grant Funds for all Student Bathrooms at each Public School Building.

Grantee shall receive a portion of Grant Funds not to exceed \$39,700.49 for **Year One**.

Actual costs allowable for **Year One** may include the following:

- Products;
- Dispensers;
- Installation costs.

Any remaining funds will be liquidated on August 14, 2024.

For year one, grantee shall submit requests for reimbursement using the forms provided by the Agency by August 14, 2024. **Year Two (July 1, 2024 to June 30, 2025)**

Grantee shall receive reallocated Grant Funds for **Year Two** of the Project in accordance with the ADM formula. Grantee shall receive a portion of Grant Funds not to exceed **TBD** for **Year Two**. Any remaining funds will be liquidated after September 1, 2025.

Grantee shall use Grant Funds available for **Year Two** of the Project to cover the actual costs incurred to install Dispensers in Student Bathrooms and to purchase and provide products in those Student Bathrooms. This includes dispensers to provide menstrual products in alternate locations when public education providers do not have control of bathrooms used by the students of the public education provider as outlined in SB 1522. Please see definition of “dispenser” as outlined in OAR 581-021-0587.

Actual costs allowable for **Year Two** may include the following:

- Products;
- Dispensers; and
- Installation costs.

For year two, grantee must submit requests for reimbursement using the forms provided by the Agency by August 14, 2025.

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect or administrative costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency, including in any notice of award provided by Agency’s

Electronic Grants Management System (“EGMS”).

SECTION III. 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”), 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/>
- Content to be posted on the web must be checked and made compliant using the tool available at <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 web or application to validate the Content meets the Mandatory Standards, 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 shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

Grantee shall submit information required for reimbursement of expenses via the Program Reimbursement Form 2023 – 24 via the below URL:

<https://app.smartsheet.com/b/form/a85f664fef544713b4f0dd529e86e48f>

All submissions shall be made on a rolling basis until August 14, 2024. Reimbursement is allowable up to the allocation. As per 2021 Menstrual Dignity Act (HB 3294), districts may receive funds individually or through their Education Service District (ESD) and public charter schools may receive funds individually or through their School District sponsor. Once this form has been processed, Grantee will be able to claim funds on EGMS if Grantee has requested them.

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 V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred basis upon receipt of Grantee's request(s) for disbursement.

With each request for disbursement, Grantee must submit a new reimbursement form which includes expenditures outlined below. Reimbursement forms should be submitted via Smartsheet form at the following URL:

<https://app.smartsheet.com/b/form/a85f664fef544713b4f0dd529e86e48f>

Reimbursement forms should NOT be submitted to Agency's Grant Manager.

Reimbursement forms shall include:

- (a) The total cost paid for dispensers required in Student Bathrooms; and
- (b) The total cost paid for menstrual products available in Student Bathrooms; and
- (c) The total cost paid for installation of menstrual product dispensers.

Payments of allowable costs will be made based on the average daily membership, as defined in ORS 327.006, of the district or school; (B) For education service districts, distributions to be made as provided by subparagraph (A) of this paragraph may not exceed 7.5 percent of the amounts available for distribution under ORS 327.008 (18).

Grantee shall not be entitled to receive, and the Agency will not provide, Grant Funds in an amount that exceeds the amounts allocated for Year One or Year Two, respectively. Grantee's overall disbursements under the Grant shall not exceed the total Grant Funds.

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

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required **Not required**

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$39,700.49.

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 shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services 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 requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

ODE GRANT #36271– Menstrual Dignity Program

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

STATE ACCEPTANCE

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: OSAA Grant awarded to RHS Speech and Debate

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|---|
| <input type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

The Reynolds High Speech and Debate program was awarded a \$10,000 grant from the Oregon School Activities Association (OSAA). The grant will be used to fund practice/event materials, sound isolation booths, and other essential accessories.

Previous Board Action:

Board has approved such items in the past.

Financial Implications:

The grant award is for \$10,000.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the acceptance of the OSAA grant for RHS Speech and Debate.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

OSAA Foundation School Participation Grant

The OSAA Foundation is proud to announce the School Participation Grant for 2023-24. This grant is focused on promoting participation in member high schools. Up to five grants of a \$10,000 maximum could be awarded to full member schools of the OSAA.

Applying schools must write a formal letter of application, provide detailed plans (photos, PowerPoints, etc.) to describe their program by **March 15, 2024**. The application shall describe in detail the project or initiative, current participation numbers in the school and how the grant will positively impact the school, the students, and the community.

Each application will be reviewed by the OSAA Foundation Staff with the final decision being made by the OSAA Foundation Board of Directors. Incomplete applications will not be reviewed. All full member schools of the OSAA are eligible to apply.

The Foundation is looking for innovative ideas from school communities on the promotion of participation in extracurricular activities. Successful grants should be able to provide budgets, sustainability plans and describe support of their school, school district, and community for the project. The project cannot be used for staffing (FTE), set aside for future use or used to supplement current budgets.

The OSAA Foundation will confirm receipt of the application. Winners will be announced in April/May. One application per school, per academic year. Recipients of the grant will be ineligible for subsequent School Participation Grants for the following two academic years.

School Name: Reynolds High School

Superintendent's Name: Frank Caropelo

Principal's Name: Mike Anderson

Athletic Director's Name: Ryan Aldred

Primary Grant Contact: Valerie Schiller

Please address all applications and inquiries to:

Oregon School Activities Association Foundation

Attn: Kyle Stanfield

25200 SW Parkway Ave. Suite 1

Wilsonville, OR 97070 E-

mail: kyles@osaa.org

Phone: 503.682.6722 x 239 Cell: 503.919.8525

OSAA Foundation School Participation Grant 2024-2025

Reynolds High School Speech & Debate Team Troutdale, Oregon

PROPOSAL SUMMARY.....	2
PROGRAM GOALS.....	3
NARRATIVE.....	4
BACKGROUND.....	4-8
COMMUNITY PARTNERSHIP.....	9
OSAA ACTIVITY.....	10
AN AVERAGE DAY IN SPEECH & DEBATE SEASON.....	11-13
EAST MULTNOMAH COUNTY LEADERSHIP.....	14
STATE LEADERSHIP.....	15-16
DISTRICT, SCHOOL, AND TEAM DEMOGRAPHICS.....	17-21
TEAM PARTICIPATION.....	22-26
SCHOOL EVENTS.....	27
ACADEMIC.....	27
COMMUNITY SERVICE.....	28-29
SOCIAL.....	30
FUNDRAISERS.....	31-33
SPONSORS.....	34
COLLEGE CONNECTION.....	35
CAREER & CIVIC CONNECTION.....	36
ACHIEVEMENTS.....	37
INDIVIDUAL MEMBERS.....	37-40
TEAM.....	41
COACH.....	41
MEDIA/PUBLICITY.....	42-43
BUDGET.....	44-46
NEEDS ASSESSMENT.....	47-57
A FINE DAY FOR SPEECH & DEBATE.....	58
SUSTAINABILITY PLAN.....	59
SCHOOL/DISTRICT/COMMUNITY SUPPORT.....	60
ATTACHED LETTERS OF SUPPORT.....	61-66

PROPOSAL SUMMARY

The Reynolds High School Speech & Debate Team creates opportunities for students to develop their public speaking, critical thinking, organization, academic research and writing, interpersonal and intrapersonal communication, teamwork, and professionalism via competitive OSAA tournaments to impact the meaningful learning and career outcomes of students from all backgrounds, including under-resourced populations. Over the course of five years, the team has grown in membership numbers, diversity of participation, quantity and quality of school events, leadership on a regional and state level, community support and connection, student achievement, and recognition. This grant's investment in our program would fulfill basic resource needs through long-term structures, build competitive potential through formative practice materials, and increase recruitment and long-term membership through highlighting the team's accomplishments and events around the school, school district, and community.



PROGRAM GOALS

Over the next three years, the Reynolds High School Speech & Debate Team aims to accomplish the following goals:

- Maintain current membership numbers (20+) and high representation of women, minorities, and introverts;
- Increase membership by 50 percent, expanding to the ethnic, socioeconomical, and linguistic populations not currently represented from around the school;
- Expand membership to augment participation of performing arts and multi-sport athletes;
- Boost the competitive expectations and outcomes of student members to the levels of their peers across the county and state;
- Achieve at least one state finalist in a competitive speech or debate event each year;
- Support students in attaining competitive Speech & Debate-related college scholarships; and
- Build an alumni network and legacy beyond a student's high school years.

NARRATIVE

BACKGROUND: A Short History



Reynolds High School had a thriving debate team in the 1990s under the directorship of award-winning coach Dan Robertson (retired in 2003), assisted by Language Arts teacher Rod Fobert (d. 2023, R.I.P.). The team won dozens of trophies and proved themselves formidable competition across Oregon. Some of the Speech & Debate team's alumni have become local city council members, lawyers, and teachers, continuing to draw on skills developed while members of the team.

The 2000s saw budget cuts, waning interest, and increasing difficulty growing a team. Though RHS has had brief attempts since then at reviving that success—Dan Robertson returned from retirement in 2009-2010 when one alumna (currently a teacher in the Portland metro-area) earned a seat at the state competition in "After-Dinner Speaking (ADS)"—the team has not yet been able to reclaim its triumph.

After the multi-decade hiatus, the Speech & Debate Team was reborn in 2019 with \$0 to our name. The coach was hired on as a Language Arts teacher that year with the experience needed to start a program students had been requesting for years.

With the assistance of Portland Urban Debate League (PUDL), an outside organization who supports BIPOC and low-income teams who would not otherwise have resources for the expense of this activity, the team competed solely in PUDL competitions. The students learned Policy debate techniques and competed within the league on a smaller scale against one to two other East County high schools; several team members won medals in debate and in speaking. In particular, the team took home a record amount of hardware when Reynolds hosted its first small competition on February 1, 2020. When the team attempted to expand to competitions outside of

this organization, in OSAA, this required seeking increased financial resources through our school.

Before the team was to compete on a larger scale at the Mt. Hood Conference District competition for OSAA, the pandemic closed down the competitive season.

Even during virtual learning in 2020-2021, the Speech & Debate team grew its membership and success. The team maintained regular after-school practices via video chat. For the first time, the coach was also able to offer a debate elective class which significantly boosted participation. After continuing to earn several debate and speaking awards at online PUDL competitions, RHS Speech & Debate Team members competed at the Mt. Hood District competition 12-13 March 2021, packing onto our virtual van 16 students and 25 total entries in 9 events, including in Policy Debate, Parliamentary Debate, Congress, Impromptu speaking, Informative speaking, Persuasive (Oratory) speaking, Prose interpretation, After-Dinner Speaking (ADS), and Radio Commentary. Reynolds High School achieved our first state qualifiers. Along with qualifications in Policy Debate, the team achieved alternates in Policy and Parliamentary Debate and finalists in Impromptu Speaking and Prose Reading.

Following recognition of the student finalists and state qualifiers, Coach Valerie Schiller was recognized as Mt. Hood Conference Coach of the Year 2020-2021. Particularly in two years of turmoil and uncertainty, Ms. Schiller was extremely proud of her students' hard work.

The team returned to in-person practices in Fall 2021 but continued virtual competitions most of the year. Fall 2021 saw two first place PUDL trophies. With an eye on expansion, the team sought to compete in OSAA competitions thereby needing increased financial support from the district. The team broke into OSAA tournaments in the winter with a 1st Place Parliamentary speaker award, 3rd Place After-Dinner Speech, 1st Place LIELL speech, finalist in Extemporaneous Speaking, and Quarterfinalists in Junior Parliamentary Debate.

Our team events throughout the year expanded into community service activities, a Showcase & Fundraising Night, and lunchtime Jeopardy games.

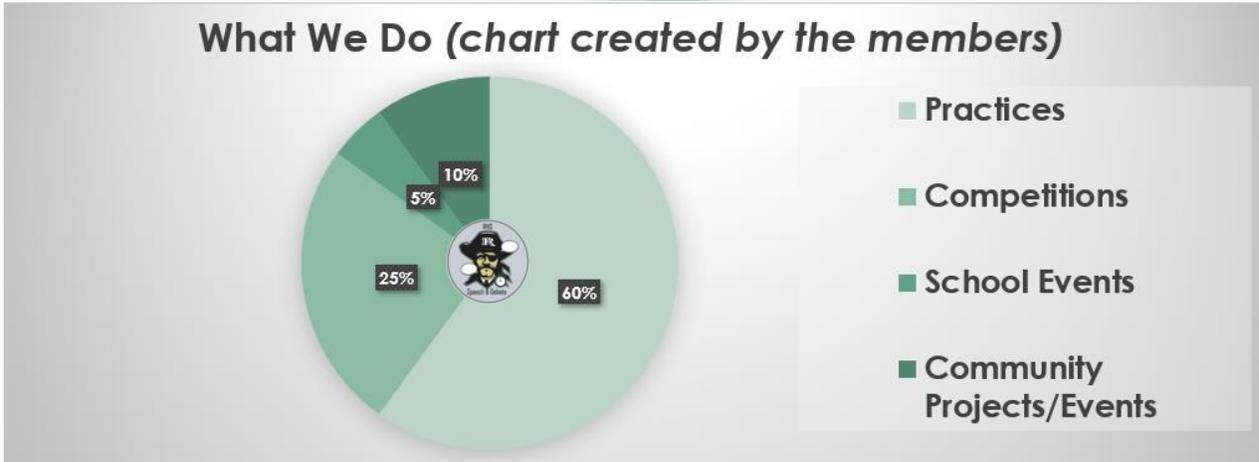
Finally, in 2022, our first in-person competitions in over two years happened. The first was a PUDL tournament hosted at Reynolds High School in February and the second was the OSAA Mt. Hood Conference District Competition at Sandy High School in March. Our team had the most successful Districts participation yet, with 34 entries total, spanning 13 events. Reynolds High School achieved a record seven state qualifiers and two alternates. Best of all, RHS won our first trophy of the new era: 3rd Place Sweepstakes at Districts 2022. One of our students earned a 2nd place champion medal in Literary Interpretation for English Language Learners. While not highly competitive, this event is an excellent gateway for multilinguals learners to advance into other more competitive categories. Another student advanced to semi-finals with an Original Oratory speech "Ovary-Acting."

2022-2023 had our highest number of student participants yet. For the first time, the team received a budget from our school district. We began the year with hosting a Portland Urban Debate League tournament for nearly 80 people. By the end of the year, the team had served a grand total of 110 Reynolds High School students through all school events, with 34 student competitors attending at least one tournament, 18 students competing at 2-3 tournaments per semester, and 9 students competing at the majority of tournaments. In total, a record 8 students qualified in OSAA to compete at State in seven different events with four alternates.

State results were similar to our first trip the prior year, with a 4th Place in Literary Interpretation for English Language Learners and advancement to semi-finals with an Original Oratory speech “Dog Whistle Politics.”

Most importantly, February 11, 2023 marked Reynolds High School's first OSAA hosted tournament “The Reynolds Invitational” with more than 20 high schools from around Oregon in attendance on campus.

About RHS Speech & Debate Team



Senior Testimonials

“Speech & Debate...gave me this sense of confidence and perspective...It was an absolute blast.”

“Speech & Debate shaped me more in one year than many other classes I had over the four years I’ve been at Reynolds High School...I’ve made friendships...learned valuable lessons...quality over quantity, research information thoroughly...small details [matter.]”

“[As an] immigrant, I was able to face my fear of public speaking...and sharpen my critical thinking abilities. I have learned so much...thanks to the experience and feedback I received from the judges, [such as] failing to cite the evidence’s source which greatly reduces the credibility of my speeches.”

“Going to the competitions solidified my love for public speaking and the Speech & Debate community...It got me comfortable with...highly skilled competitors. Without the prior experience, I don’t think I would have placed first and [qualified for] State...I hope to give back one day, as much as the experience gave to me.”

Membership Expectations

Members of the Speech & Debate Team are expected to:

- ▶ commit to attending at least 50% of all meetings and activities, including at least one of the two practices held each week
- ▶ observe or compete in at least one competition per semester (PUDL and OSAA)
- ▶ compete in at least one form of debate and/or speech event
- ▶ write one brief per month to contribute to the team file



Graduation Adornment Requirements

Requirements to earn a Graduation Adornment:

- ▶ Active membership on the team for at least two school years
- ▶ Maintain minimum 3.0 GPA
- ▶ Attend most, if not all, practices and other events put on by the team
- ▶ Compete in at least 75% of all team competitions, including Districts
- ▶ Complete 1+ community service project(s) with the team each semester



As the 2023-2024 school year has moved forward, the team has nearly doubled its membership, increased the quantity and distance of participation in competitions (including to its first overnight tournament), hosted a record 35 schools in competition from across the state, is in the process of hosting Districts for all East County competitive teams, and has focused a great deal of energy on fundraisers to maintain and potentially increase team accomplishments. A grant would ultimately assist our team to focus less on fundraising and more directly on competition preparation as well as boost the morale of Reynolds High School students that they too can attain the resources of their competitors around the county and state.





COMMUNITY PARTNERSHIP: Portland Urban Debate League

When the team was reborn in 2019, Reynolds High School formed a community partnership with Portland Urban Debate League (PUDL). PUDL is part of the National Association of Urban Debate Leagues (NAUDL). The non-profit organization partners with under-resourced schools and students from low-income families to “advance debate education in urban public schools to amplify historically muted youth voices to promote confidence for their future success.” The area of focus is Policy Debate, also known as Cross-Examination (CX). Students develop their critical reading and research skills through a single broad case expanded to multiple viewpoints, lenses, and critiques in the school year. Each competition in the league brings new argumentation and refutation and ultimately stronger cases for the future. The League aims for high cultural responsiveness and the preparation of resources a busy teacher can implement into classroom curriculum. The student must collaborate with a partner to find the highest quality research and build the most deeply studied case. Students must build the skills to endure longer speeches and round times as well as a strong case defense during cross-examination questioning periods.

In service to the team, PUDL has provided no-fee student participation, tournament meals and snacks, flexibility in program scheduling to serve student employment schedules, topics and presentations which speak to the cultural diversity of our students, guest speakers and coaches to assist with practices, judges at select competitions, intensive summer camp coaching, and career networking opportunities which enhance students’ visions for themselves after high school.

Reynolds has maintained a heavy focus on Policy Debate to preserve the community partnership which enabled our students to thrive in our first year without a school budget. A school budget is neither guaranteed nor covers the necessary expenses of our students. A few competitions a year free of charge makes a huge difference. Therefore, it is important to us to remain in partnership. However, over the last four years the team has invested in participation in OSAA activities, of which the majority of expenses require us to seek financial resources beyond PUDL.



OSAA ACTIVITY



Beginning with the dive into OSAA Speech & Debate for the ultimately closed Mt. Hood District 12 Competition in Spring 2020, Reynolds High School Speech & Debate Team has sought expanded participation in OSAA. The pandemic and post-pandemic's virtual competitions offered via Clackamas High School, Lewis & Clark College, University of Oregon, Mt. Hood Conference, and

Western Oregon University eased the team into heavier contests. The 2022-2023 school year was the first full year for in-person competitions, the team taking on seven OSAA tournaments, followed by this school year, projecting to compete in nine OSAA tournaments. The team is invested in growing respect of our academic activity, on par with the opportunities of athletics and the arts, including obtaining the financial means to be ready for competition and wins.



AN AVERAGE DAY IN SPEECH & DEBATE SEASON

Since the pandemic shutdown and return to in-person learning, Speech & Debate has been the sole scholastic extracurricular offered at Reynolds High School. The absence of Mock Trial, Constitution Team, Model United Nations, Mathletes, FBLA, DECA, and other comparable activities means the team works to maintain a spirit of competitive intellectualism and rigor beyond the school hours. Athletics and the arts often become more of a pull to a student's after-school time investment, a challenge in maintaining regular and active membership in the team.

Furthermore, the team began as an after-school club without a course attached. The team relies on voluntary membership. Unlike school-based programs such as student leadership, theater, choir, band, AVID, and yearbook, the team meets regularly without school-day requirements. Students who join Speech & Debate are committed and passionate. Since the pandemic, a Speech & Debate introductory course with tournament elements has fed interest in joining the team as a full member, but the team exists and thrives on its own.



After a full day of academic classes, students walk into Room 609. A corner—tucked between history, speech pathology, and community partner offices—the room uses twinkle lights and color to make up for any windows, concrete walls, built-in storage capabilities, or much practice space. Students struggle to find the room, so the team uses flyers and posters to guide the way. An accordion wall seeps sound from the adjoining classroom at inopportune moments. The room overflows with activity materials uncontainable to portable closets. A student may squint at times at one side of the wall where the projector displays the practice's warm-up vocal exercise.

The team is resilient and finds ways to adapt to a flawed classroom space. Audio remains the biggest area of opportunity.

The year begins with a larger scale analysis and practice of argumentation, logical reasoning and fallacies, current event and research skills, evidence reading, and debate practice. Students find debate translates well to the communication and critical thinking they use in their other classes around Reynolds High School, especially language arts, social studies, and world languages. The speech side of the

program especially translates well to classes such as AVID which ask for a student personal essay. The confidence to be able to speak about oneself in a direct, organized, engaging manner is significant. In particular, the last few years we have increased the number of English Language Development (ELD) students who value practicing English reading and speaking through competitive events.

Students may choose any one or a combination of up to 19 Speech & Debate competitive events. On the Speech side, unprepared events Impromptu Speaking and Extemporaneous Speaking force students to think on their feet to speak without knowing the topic in advance; prepared original speeches Informative, Persuasive (“Oratory”), and After-Dinner Speaking (ADS) require months of research, written preparation, and delivery practice with memorization; prepared original speech Radio Commentary is read aloud with judgment of voice only; prepared reading events Literary Interpretation for English Language Learners (LIELL), Poetry, and Prose focus on vocal style, choice of published works, and physical presence; and prepared script events Dramatic Interpretation and Humorous Interpretation are one-person theatrical shows with an emphasis on physicality and tone. On the Debate side, unprepared Parliamentary Debate requires students to learn a new topic and organize a case in 15 minutes; prepared Lincoln-Douglas (LD) debate requires learning a new topic and organizing a case every two months; prepared Big Questions Debate (BQD) allows a student to deeply develop one or more philosophical-based cases over the course of an entire school year; Policy Debate (CX) allows a student to develop one or more detail-heavy, decision-making cases over the course of an entire school year; and Spontaneous Argumentation (SPAR) is a more informal, playful debate offered at select tournaments and for practice. A hybrid between Speech and Debate is called Student Congress, an event in which a student writes legislation for a docket and argues their case in front of a mock government body. Student leaders on the team, such as the speech captain and debate captains, have experience in these events and are typically guiding newcomers as they make their start.

Most types of competitive events include some form of material need— notepads, loose paper, posters, easels, holders, binders, timers, research file briefs, case packets, literary and performance scripts, and microphones. Currently, these material items are housed in a crowded corner of the classroom around a mobile closet and drawers. These material needs could be enhanced through alternative organizational tools—padfolios, a rolling white board, and portable file storage.

During practice time, the sole coach divides her time working in large, small, and one-on-one combinations of between twelve and twenty student practice attendees, applying the specific OSAA handbook rules of each event. The classroom lacks both the length and width to run multiple events at the same time, so students pour into the neighboring hallways in each direction. Typically, the division is between each debate form, original prepared speeches, scripted prepared speeches, and unprepared speeches. Original prepared speeches like Informative require not only memorization of one’s polished written speech but also one or more well-crafted

visual aids requiring time, money, and an artistic eye. These visual aids must be propped up on a sturdy easel then taken down and stored safely round to round. Practicing organic transitions between visuals on the easel takes careful and deliberate practice. Scripted prepared speeches require money to purchase the copyright privileges to perform the piece. Prepared debates require the purchase of prepackaged evidence to avoid the otherwise strenuous days, weeks, or months of time to gather reliable sources oneself. Unprepared speeches and debates with minimal research time require costly subscriptions to news articles. The coach supervises the wide variety of events and takes care of costs, when possible.

Other Speech & Debate classrooms in Oregon, typically at recently remodeled high schools like Sam Barlow and Silverton, have large practice rooms, similar to the spaces found in an arts building. The practice rooms in choir, band, and theater give students the space to work without receiving or making sound disruption. Students in sound-proof spaces can make as much noise as they want or need to in preparation for their speech event. In particular for a self-conscious novice speaker, a soundproof space would make a world of difference. Similarly, portable microphones could help novices extend their vocal capabilities in full and gain confidence. Reynolds High School lacks soundproof spaces and working microphones for Speech & Debate.

Speech & Debate is a three-season competitive sport. To prepare for tournaments, school events, and the community service our team gives back, the coach and students are continually creating, exchanging, filing, posting, and reminding of paperwork, flyers, and other media of communication. The team meets twice a week nine months out of the school year (not including summer camp!). Transportation access can be a hardship. Families must be kept informed of the long hours a student will be occupied at a tournament, with travel time lasting as long as 17 hours per day or potentially multiple days. Students give up the opportunity of employment hours, athletics, arts, and leisure to compete in this activity. Speech & Debate becomes their lifestyle. With fewer financial obstacles, students may take their dedication to the next competitive level.



EAST MULTNOMAH COUNTY LEADERSHIP

Since returning to post-pandemic in-person tournaments, Reynolds High School's team has been a leader in District 12, also known as East Multnomah County. Our District consists of Centennial, Gresham, Parkrose, Reynolds, Sam Barlow, and Sandy High School. Each year, Reynolds High School has grown membership participation, to now a close second to Sam Barlow. The team began with a single entry to now a record 35 entries at Districts.

The other East Multnomah County coaches have noticed the team's growth and twice voted the coach as Mt. Hood Conference Coach of the Year, in 2020-2021 and in 2022-2023. While it was four years ago the coach was jumping headfirst into an OSAA district tournament, merely filling in the gaps of the powerhouse teams, and two years ago the coach was standing up to long-standing veteran coaches about equity issues between well- and under-resourced schools, it is now Reynolds hosting the Mt. Hood District Conference in 2024. Reynolds is proud to support the OSAA tradition and is excited to potentially share this leadership with other East County teams in the coming years.

It is important to note, though, even with its leadership role, Reynolds has a long way to go to catch up to powerhouse teams like Sam Barlow. A large grant would provide the materials otherwise missing for these students to be ready for heavy competition and potentially take a fully leading role in our district.

STATE LEADERSHIP

Beyond East Multnomah County, Reynolds High School's team has made an impact at the state level. In 2022-2023, Reynolds High School hosted its first OSAA tournament, called the "Reynolds Invitational." More than twenty high schools from around the state traveled to the farthest corner of East County to participate in a full-day Speech & Debate tournament. The coach chose to maintain both novice and open divisions. A novice option assists teams who continue to have new members year-round and need a safer learning space before the push to intense competition in the open division. After Reynolds provided students a free bagel and fruit breakfast to begin the competition strong, teams experienced judge training, three preliminary speech rounds, three preliminary debate rounds, finals rounds, and a full awards ceremony in the theater. The awards were personalized certificates with competitive event, division, and placement printed into color-coordinated frames. Student team members volunteered before and at the event as welcomers, guides, and awards preparers and presenters, growing their leadership experience. Coaches and competitors gave consistently positive feedback on their experience.



The team reprised its OSAA tournament in a larger form with a new name. After the loss of a team member to his family's tragic car crash the prior fall, the team chose to designate the tournament the Ryan



Rutledge Invitational at Reynolds. The team committed itself to a 25 percent contribution of all tournament proceeds to the non-profit organization Oregon Humane Society, which the extended family chose as the charity best representing the Rutledge family values.



Rutledge Invitational at Reynolds. The team committed itself to a 25 percent contribution of all tournament proceeds to the non-profit organization Oregon Humane Society, which the extended family chose as the charity best representing the Rutledge family values.



We nearly doubled the number of attending teams from around the state, to 35 teams. Due to inclement weather in January which cancelled the Jean Ward Invitational at Lewis & Clark College, Reynolds hosted the second-largest tournament of the school year, after the Diana Vazquez Duque Invitational at Oregon City. The team maintained a two-division structure, offering a novice division alongside an open division. Similar to the first year, the Rutledge Invitational included judge training, three preliminary speech rounds, three preliminary debate rounds, finals rounds, and a full awards ceremony in the theater. Many students earned an alternative qualification to

state through the size of the Rutledge Invitational. A great deal of positive feedback followed another successful OSAA tournament.

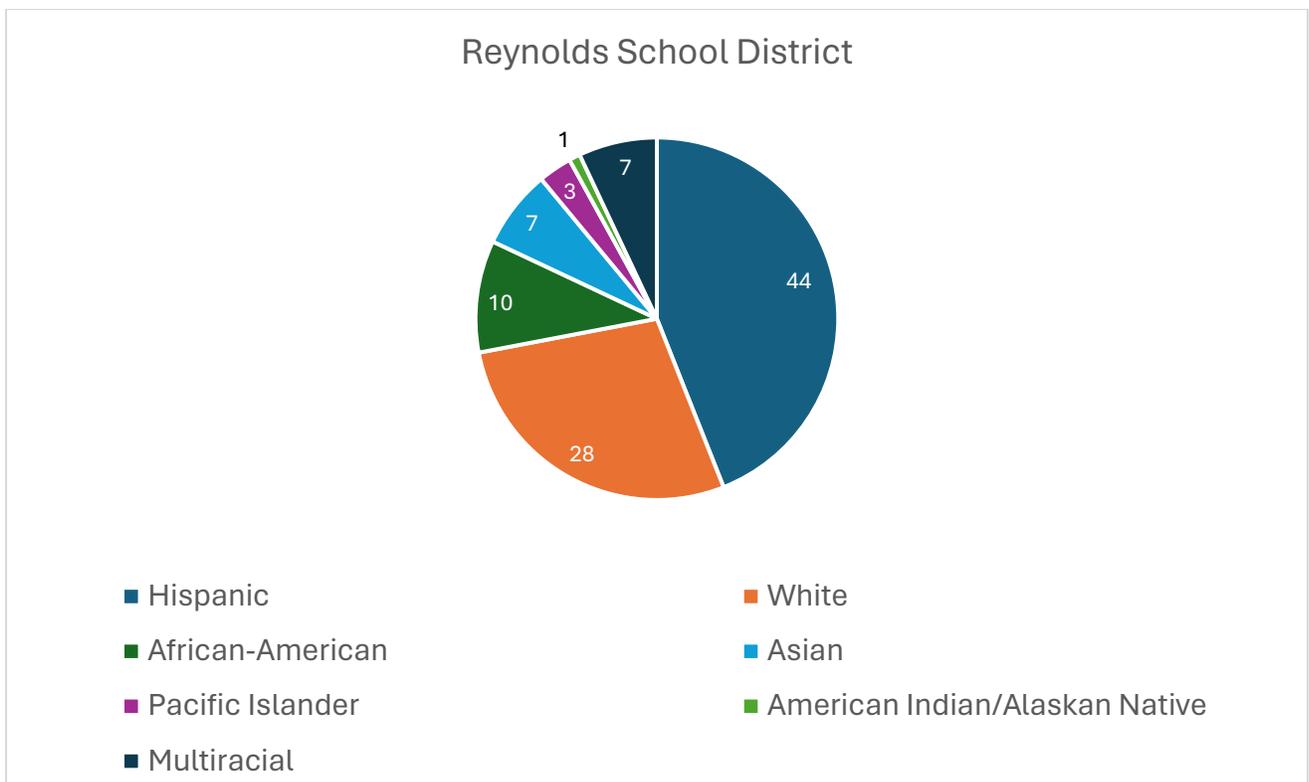
The coach is building a network of involvement on the state level by not only staying involved with the annual calendar of tournaments but this year proposing a statewide rule change. This rule change specifies increasing the time allotment in impromptu speaking so to decrease round discrepancies and logistical hurdles while also increasing the quality of nonprepared speeches at tournaments. As specified at the March coaches meeting, changing the impromptu speaking time puts Oregon more in line with high school competition in Washington and California as well as university tournaments. Reynolds High School's team contributions are becoming more recognized beyond the Portland metro-area and we hope to maintain and grow that presence.

At both the East Multnomah County and state levels, Reynolds has been able to contribute to the growing conversation about equity. Our students are amongst the school populations who experience the highest levels of poverty and needs around the state. The Speech & Debate world—while having a lower bar for participation than other activities, i.e. the ability to voice one's ideas rather than athletic or theatrical prowess—has an extremely high ceiling, traditionally favoring high-resourced programs. These programs are equipped in classroom infrastructure for practices, can afford event preparation materials (along with more adults to facilitate and coach), face fewer time pressures, possess professional tournament attire, and easily afford food, lodging, and travel around the county, state, nation, and world for competition. Removing obstacles in fees, preparation, attire, food, and travel, as well as bringing in more flexibility with tournament schedules, is becoming a larger conversation right now in Oregon to which Reynolds strives to contribute. This grant could help test out whether having material resources could make a difference for a disadvantaged team.

DISTRICT, SCHOOL, AND TEAM DEMOGRAPHICS

According to the Oregon Department of Education and the district website, **Reynolds School District** serves close to 10,000 students over five cities: East Portland, Fairview, Troutdale, Wood Village, and Gresham. Families in our district are from 125 countries around the world and speak 98 languages, mostly English, Spanish, Russian, and Vietnamese. English Language Learners make up 46 percent of the district. Students attend two high schools, three middle schools, eleven elementary schools, and five charter schools across East Multnomah County. All students at the high schools, middle schools, and elementary schools receive free school meals.

The pie chart below details the racial demographics of the district's students, with 44 percent Hispanic, 28 percent white, 10 percent African-American, 7 percent Asian, 7 percent multiracial, 3 percent Pacific Islander, and 1 percent American Indian/Alaskan Native. In contrast, about 86 percent of the teachers are white.



The following pages from Oregon Department of Education (ODE) show Reynolds students as a highly mobile population with 49 percent regular attenders; 20 percent and 9 percent at grade-level as measured in language arts and math test scores, respectively; and only about two-thirds on track to graduate and graduating on time. These numbers indicate students in our district often miss instructional days, have gaps in content knowledge, come from households with low-income working non-English-speaking parents, and may struggle to fit into systems and cultures designed for middle- and high-income, English-speaking, white families.

OREGON AT-A-GLANCE DISTRICT PROFILE

Reynolds SD 7

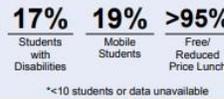
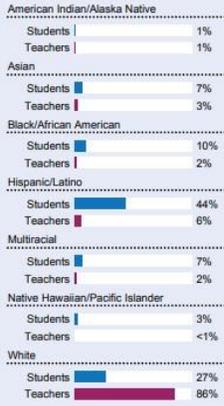
2022-23

SUPERINTENDENT: Frank Caropelo | 1204 NE 201st Ave, Fairview 97024 | 503-661-7200

Students We Serve

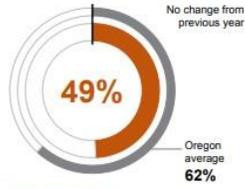


DEMOGRAPHICS



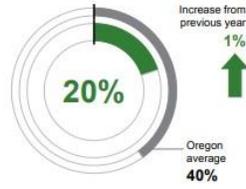
District Environment

REGULAR ATTENDERS
Students who attended more than 90% of their enrolled school days.

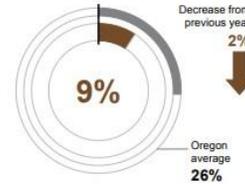


Academic Success

Grade 3 ENGLISH LANGUAGE ARTS
Students meeting state grade-level expectations.

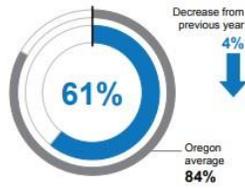


Grade 8 MATHEMATICS
Students meeting state grade-level expectations.

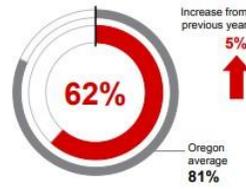


High School Success

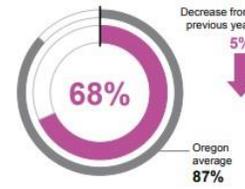
ON-TRACK TO GRADUATE
Students earning one-quarter of graduation credits in their 9th grade year.



ON-TIME GRADUATION
Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2018-19 graduating in 2021-22.



FIVE-YEAR COMPLETION
Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2017-18 finishing in 2021-22.



District Goals

Our district strives to promote equity and to provide a quality education for each student that we serve. By focusing on equity and student achievement, our district aims to reduce the opportunity gap between student groups and ensure that all of our students graduate. To reach this goal we are committed to providing student centered, culturally relevant instruction and to maintain high expectations for all students. Our vision: As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

District Website: www.reynolds.k12.or.us

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

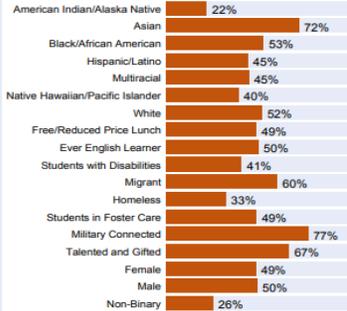
Reynolds SD 7

2022-23

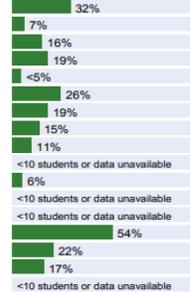
Our Staff (rounded FTE)



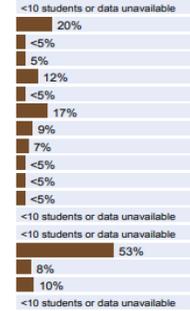
REGULAR ATTENDERS



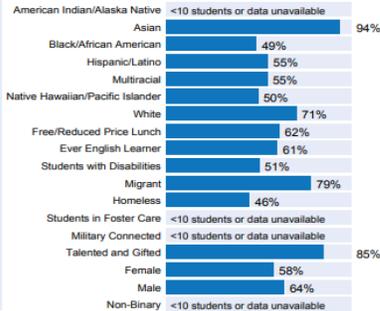
Grade 3 ENGLISH LANGUAGE ARTS



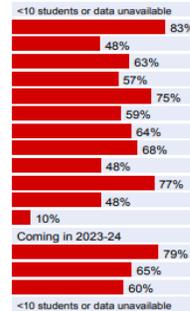
Grade 8 MATHEMATICS



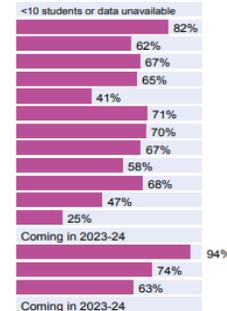
ON-TRACK TO GRADUATE



ON-TIME GRADUATION



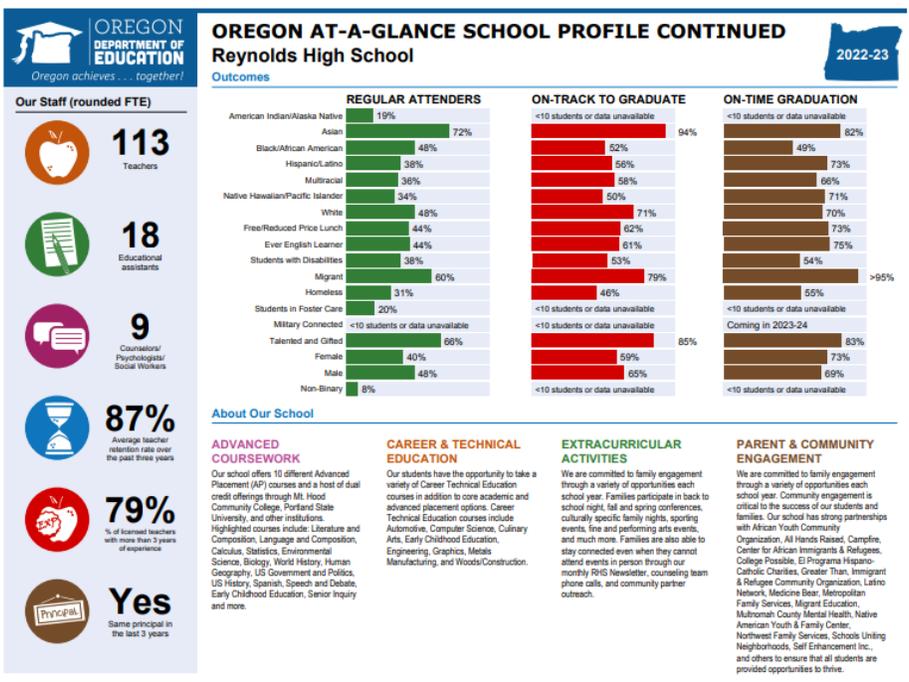
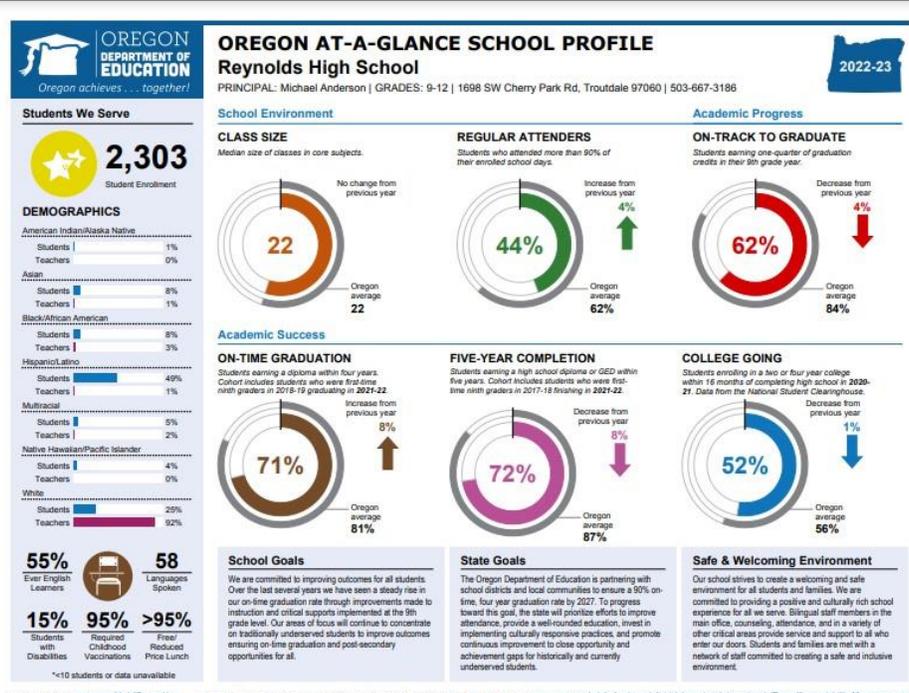
FIVE-YEAR COMPLETION



Data are suppressed to protect confidential student information

Seismic Safety: <http://www.oregonoology.org/sub/projects/rvs/activity-updates/status.html>

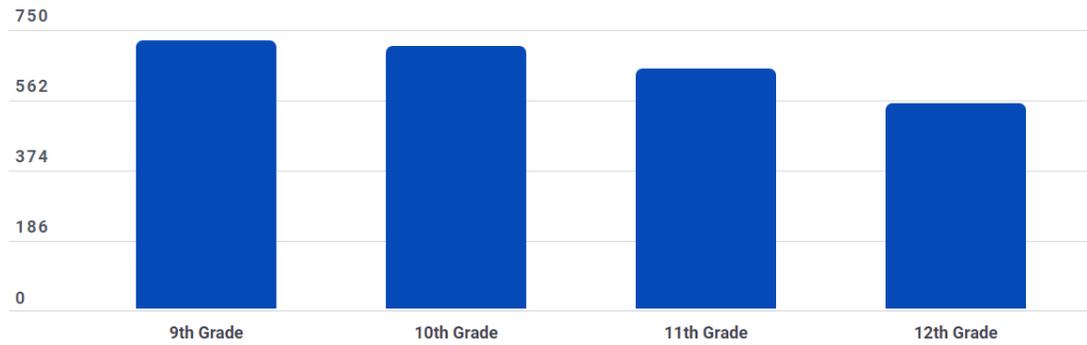
According to the same source as well as U.S. News, Reynolds High School specifically has enrollment of 2,303 students, a 71% graduation rate, and fewer than two-thirds at grade-level as measured by standardized test scores.



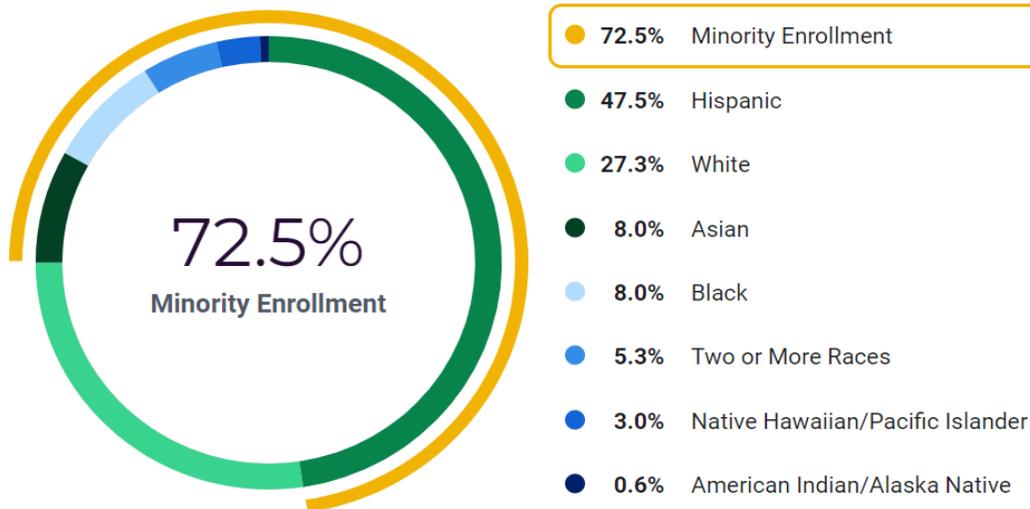
Total Enrollment

2,599

Student Enrollment by Grade



Student Diversity

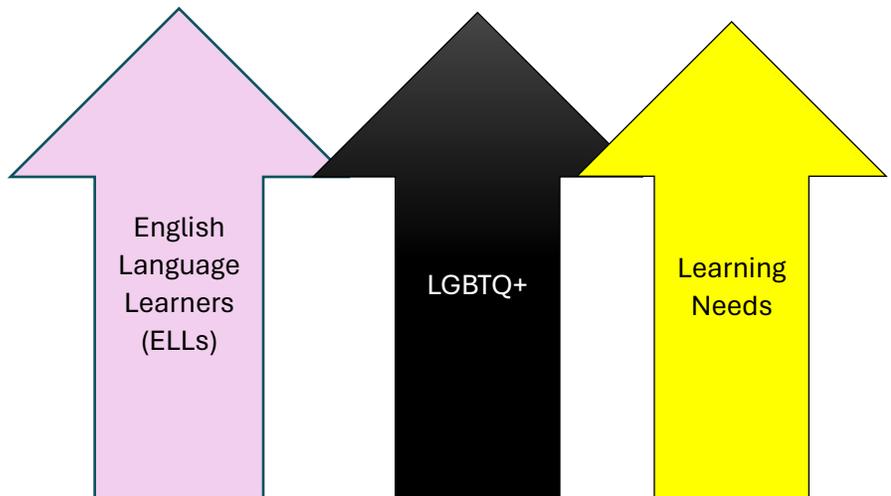
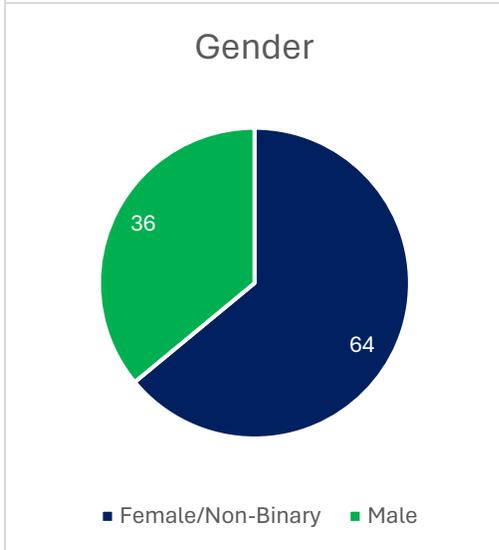
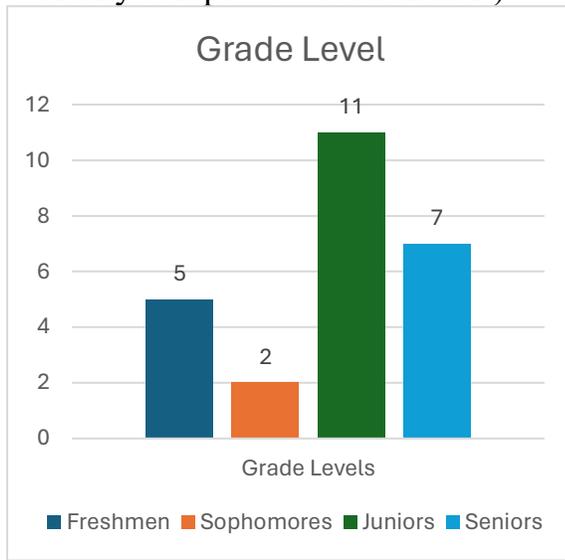
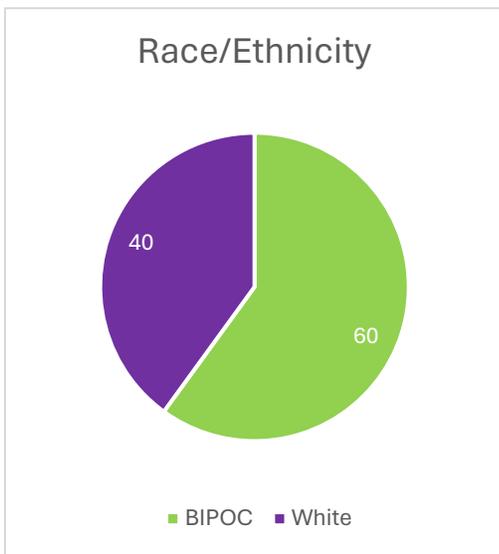


Gender Distribution



Beyond Speech & Debate, Reynolds High School has programs in Career and Technical Education (CTE), theater, choir, band/orchestra, JROTC, Advancement via Individual Determination (AVID), student leadership, National Honor Society (NHS), College Possible, Key Club, Latino Network, Self-Enhancement, Inc., and athletics.

In March 2024, **Reynolds High School Speech & Debate Team** consists of 25 regular members (defined as students who attend practices more than half the time, compete at more than half the tournaments, and demonstrate engagement in after-school activities): 64% female and non-binary, 36% male; 60% minority/BIPOC, including Hispanic, African-American, and Asian, and 40% white; and has included English Language Learners (ELL), with Vietnamese, Russian, Ukrainian, Polish, Ethiopian, and Egyptian descent, students with individual learning needs, and students in the LGBTQ+ community. Most of our students are from low-income families and rely on school-provided transportation and school-provided breakfast, lunch, and supper. We have a relatively even distribution in the upper grades—seven seniors and eleven juniors—and smaller numbers for underclassmen—two sophomores and five freshmen. (There are more freshmen and sophomores who remain involved with team activities and volunteerism but do not necessarily compete at tournaments.)



Numerous studies demonstrate participation in Speech & Debate positively impacts test scores, graduation rates, career attainment, and long-term learning outcomes, and we hope to continue that trend.

TEAM PARTICIPATION

RHS Speech & Debate Team Practice

The next three weeks are a marathon...

WARM-UP:

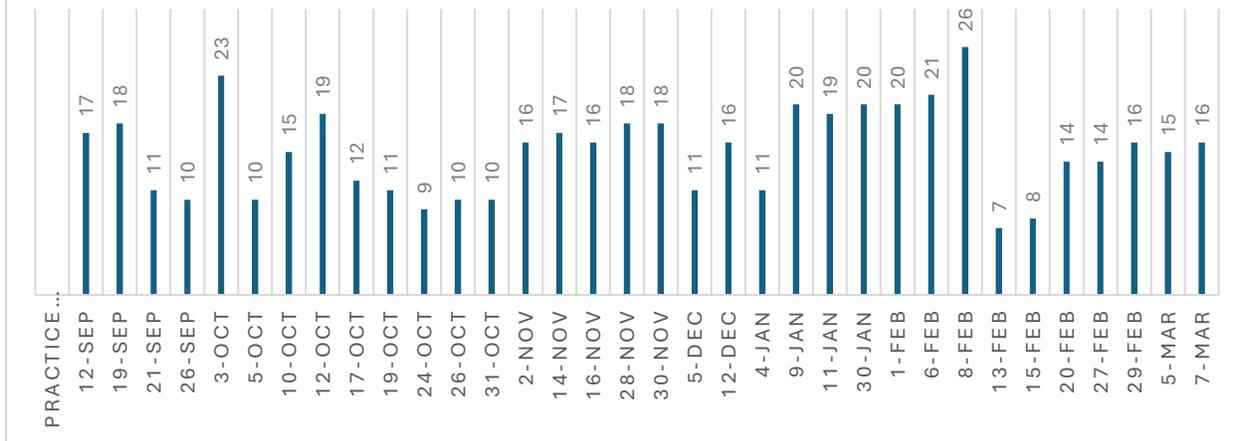
Total Physical Response

1. Think of a recent speech you gave.
2. Recite 2–5 lines from memory.
3. Recite your lines with a connected motion which represents the content.
4. Put your whole body into motion while you speak.



In a school year, the Reynolds High School Speech & Debate Team meets for after-school practices twice a week, Tuesdays and Thursdays, from 3:15pm until 4:30 or 5:30pm (depending on the week's needs). The team strives to work with the SUN School schedule whose buses transport students participating in after-school activities. September sees lower participation rates due to lack of after-school transportation. The beginning of the OSAA Speech & Debate season begins sooner than after-school district services allow. Therefore, PUDL has helped fill in the participation gap through temporary ride services and carpools. Gaps persist. Participation grows in October then again in January, February, and March when our largest events of the year take place.

23-24 PRACTICE ATTENDANCE

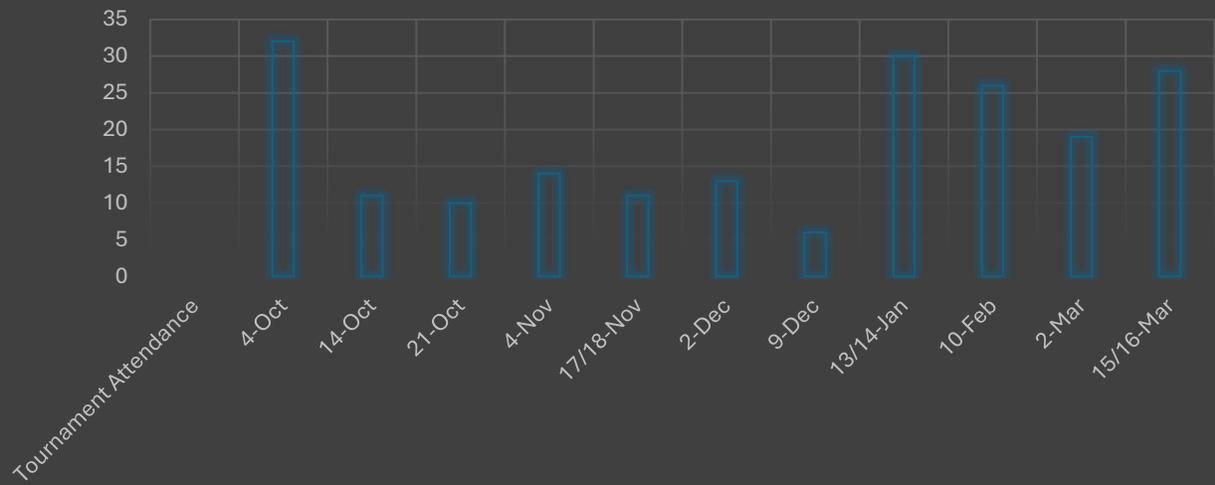


22-23 Practice Attendees



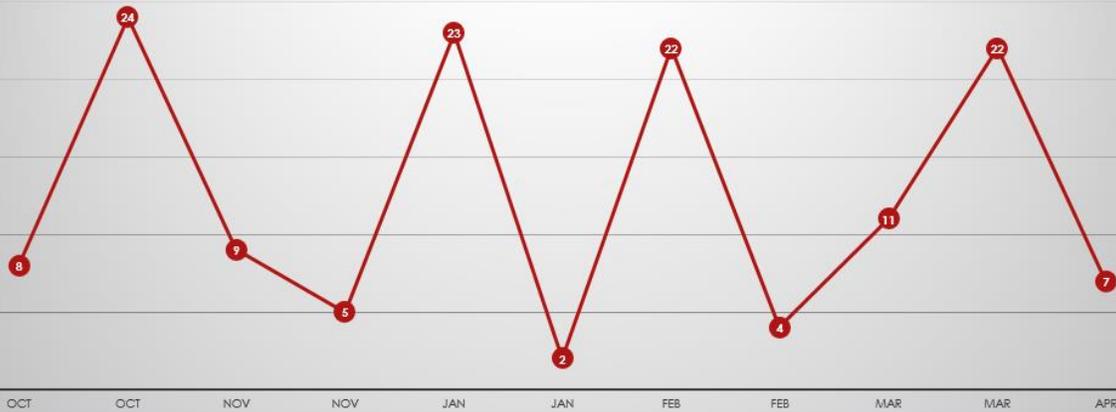
Tournament participation numbers fluctuate but steadily grow as the year proceeds. At first, tournaments seem too scary and different for novices to try. Once students are motivated to try a tournament, though, their fears decrease and their excitement for the activity exponentially increases. Between the 22-23 and 23-24 school years, participation in the Jean Ward Invitational at Lewis & Clark College as well as hosting the Reynolds Invitational for the first time multiplied participation and engagement in the activity.

23-24 Tournament Participation

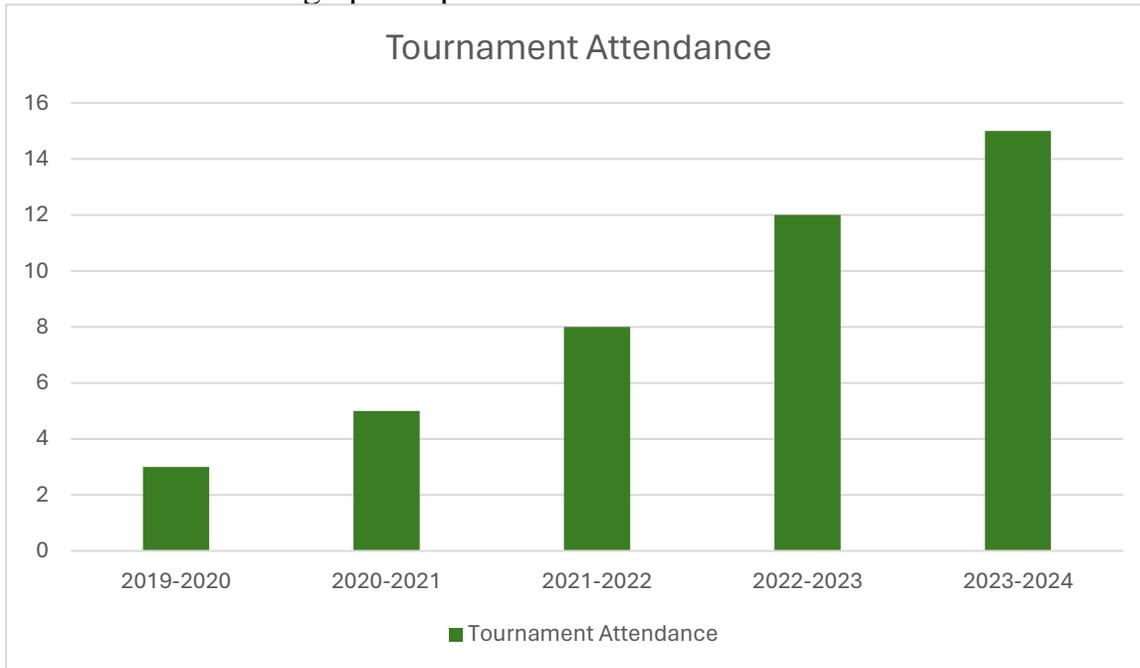


22-23 Tournament Competitors

Tournament Competitors



From fundraising for the costs of fees, the team increased the number of tournaments attended in a school year from three to five, eight, twelve, and now fifteen and we intend to maintain high participation.



Not only does the team intend to maintain participation in tournaments but also intends to increase the competitiveness of our participants. Students often arrive to tournaments discouraged because of the material resources, amounts of specialized practice, and number of awards achieved by their competitors across even merely the Portland metro-area. The formative practice materials proposed in this grant will see numbers and tournament participation maintained longer, an increased confidence and morale boost, and higher tournament achievements.

2023-2024 Tournament Calendar	
PUDL Novice Fall Classic Reynolds High School	October 4, 2023
OSAA Sam Barlow Fall Frenzy Sam Barlow High School	October 14, 2023
PUDL Homecoming Brawl McDaniel High School	October 21, 2023
OSAA Sid Fox Invitational Silverton High School	November 4, 2023
OSAA Robert D. Clark Invitational University of Oregon, Eugene	November 18, 2023 November 19, 2023
OSAA Clackamas Holiday Edge Clackamas High School	December 1, 2023
PUDL Battle of the Bridges Centennial High School	December 9, 2023
OSAA Jean Ward Invitational Lewis & Clark College (CANCELLED)	January 13, 2024 January 14, 2024
Ryan Rutledge Invitational Reynolds High School	February 10, 2024
Diana Vazquez Duque Invitational Oregon City High School	March 2, 2024
Mt. Hood Conference State Qualifier Reynolds High School	March 15, 2024 March 16, 2024
OSAA State Championships	April 18-20, 2024

SCHOOL EVENTS:

ACADEMIC

Since its start, our team has made efforts to involve the entire school in our activities. In our first year, we brought in the spirit of debate through a lunchtime game called Change My Mind. The pandemic disrupted this effort. During the virtual learning of 2020-2021, though, we used the tools at our disposal. Students demonstrated their knowledge and talent to the student body through a video showcase on the hot topic of the day, police brutality: “How does mental health/mental illness fit within criminal justice reform? How are these conditions addressed, and what could improve?” Within the discussion, students brought in various types of evidence and perspectives. One can also observe our students, among the rest, were resilient through the conditions of learning online at home.



Upon return to in-person learning, we were able to do Change My Mind which posed an experienced debater against various lunchtime challengers. Topics were accessible and fun, such as “Pineapple belongs on pizza” and “There are more doors than wheels.”

At the beginning of each school year, we have a traditional SPAR Day for existing members to bring a friend to the lunchtime activity and “spar” with them on a fun topic. They learn the basics of debate format through a back-and-forth pattern of constructive and rebuttal speeches along with a closing statement.

Each quarter, the team hosts a jeopardy lunch open to anyone who would like to join. The game draws in people checking out Speech & Debate in a low-stakes environment in which they can also learn and develop the

background knowledge essential for success in debate as well as win prizes for their successes. Different months have different subjects or themes, history, literature, current events, trivia, etc.

Ancient World History	US History	Religion/Politics	Pop Culture	Historical Figures
100	100	100	100	100
200	200	200	200	200
300	300	300	300	300
400	400	400	400	400
500	500	500	500	500

Team 1	Team 2	Team 3
0	0	0
+ -	+ -	+ -

SPAR DAY

CONSTRUCTIVE speeches are new arguments.

REBUTTAL speeches are responses to the arguments of your opponent.

CLOSING STATEMENTS are summaries of both your arguments and your responses against your opponent's.

Affirmative Constructive – 2.5 minutes
 Negative Constructive – 2.5 minutes
 Negative Rebuttal – 1.5 minutes
 Affirmative Rebuttal – 1.5 minutes
 Negative Closing Statement – 1 minute
 Affirmative Closing Statement – 1 minute

CHOOSE ONE TO SPAR:

a) Clowns are scary not funny.

OR

b) The world would be better if women were in charge.

COMMUNITY SERVICE

The team prioritizes giving back to the community who supports us. These projects range from tutoring, to picking up litter, to gardening. Most months out of the year, we tutor at our local middle school, Walt Morey, through their SUN School program. Based on the week's needs, our students who have an aptitude for subjects such as math, health, history, and computer science match up with students who need homework help in that area.



Other times, the high school students will bond with the middle school students through playing traditional board games—Monopoly, Connect Four, Battleship, Scrabble, etc.

In the spring time, we recruit at Walt Morey along with our other two district middle schools, H.B. Lee and Reynolds Middle School. For Walt Morey in particular, the school is within walking distance and easy for our team to travel to and from. Some of our members attended Walt Morey in the past and have connections to the teachers or have younger siblings and friends who attend. These and other students we form connections with may become members of the team in high school.





In the fall, we have also picked up litter at our main city park through organizing with a non-profit. SOLVE provides the supplies and we do the dirty work. Students enjoy the feeling of cleaning up their own community and making a difference.

Beyond litter, we have transitioned to maintaining the local Japanese Garden. Many students have never before experienced this cultural phenomenon; others are excited for the excuse to return to a place with special meaning to them. Students dig, weed, transfer plants, and create space for new ones.



Events like these bring in a response from all over the school. AVID, College Possible, JROTC, Key Club, and other programs emphasize this essential piece of work force, college, and life preparation. The team works to advertise to these and other groups via flyers, school announcements, classroom-specific announcements, and word of mouth to maximize involvement in

We're Giving Back! Join Us!

Where?: Main City Park (by downtown Gresham), 219 S. Main Ave., 97080
Tsuru Garden

What is the event?: Gardening
(supplies provided by The Friends of Gresham Japanese Garden)

Why do it?: Keeping our community clean, safe, beautiful, and fun

When will we meet?: Saturday, Oct. 28th, at 9:00am (3 hrs., volunteer time)

Who can join?: Any RHS student!
(You **MUST** have your own transportation and sign up in advance!)

How do I sign up?: Talk with or email the coach Valeria Schiller (Room 609)
veschiller@grsd7.net) ASAP!

Speech & Debate community service. Some members interacted with the team first through a community service project before taking the plunge into membership and after-school commitment.

SOCIAL

For five years, the team has highlighted events as social opportunities to make new friends on the team as well as connecting to students from various backgrounds around the school. Our annual holiday gathering, among our most well-attended school events, is an opportunity to spend time decorating cookies and watching a film which is both fun and connected to Speech & Debate. Over the years, we have watched a drama on debate partnerships turned to romances gone awry; a documentary on “spreading” a.k.a. speed-reading evidence cards in Policy Debate and how it has both constructed and destructed the event for present competitors; theater students who chose to revive a dead club at their school with mixed results; a drama about an adult reflecting on the best and worst memories of her life at debate summer camp and competing at nationals; and a documentary on Duo Interpretation *This Is*

Not a Club demonstrating to an outsider the inside perspective of the high-stress, cut-throat nature of Speech & Debate competitions.

Students from all over Reynolds High School hear about his event and, despite a lack of after-school transportation and proximity to winter break, turnout becomes nearly the highest of any event in the year. Some students stay for the entire two hours, becoming engrossed in the feature film of the day. Some leave having a newfound appreciation for the intricacies and intensities of our three-season sport.

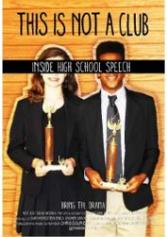
The team concludes the year with a senior banquet, called the Senior Send-off. Seniors on the

team select their ideal meal to eat, the younger members give toasts, the seniors deliver farewell speeches, and the coach presents each senior with their graduation

adornment. While this event is smaller and cozier, geared toward members of the team in their final days together, we invite all students to join in the event, especially those who are thinking of membership the following school year.



Come one, come all!
You are invited
to the
5th annual
Speech & Debate
Holiday Gathering!



**Thursday, Dec. 14 @
3:15pm in Room 609**

Watch a movie
about the debate
world while
decorating your
own cookie!
Bring a friend!





FUNDRAISERS

As part of our program sustainability and to keep costs off of our student members, the Reynolds High School Speech & Debate Team has increased fundraising by 300 percent this school year to its current level. In pursuit of this grant, I as the coach intend to decrease our number of fundraisers and focus on a couple of key school events which bring about the maximum dollars, turnout, recruitment, and long-term participation, as well as the practices and tournaments which amplify competitiveness on the state level.

Fundraising for our program began with dinner night community contributions at locations such as Chipotle and MOD Pizza. Moderate cash was superseded by a stronger turnout at a local vendor Peline's Mexican restaurant who donated a record \$400 to our team in October 2021. Another stronger fundraiser at the time was Fred Meyer Community Rewards. Shoppers may choose to connect their Rewards Card to our team and a portion of their purchases goes back to our team in a check form quarterly. This amount works out to approximately \$40 per quarter, or \$160 per year. These fundraisers require minimal effort on the part of team members.



This year, the students and I began increasing fundraising to high-maintenance, high-energy work such as car washes, a root beer float sale, basketball game concessions, and tournament concessions. The school building logistics of preparing for and setting up a car wash were a great deal of work for a mere outcome of \$496. A follow-up carwash fundraiser could not even happen because businesses do not want to be liable for teenagers on their property. Selling root beer floats required after-hours tournament time and interest from a small audience who needed to remember to bring cash. We earned \$116. Basketball game and tournament concessions have been the highest amount of prep work, requiring buying bulk food and drinks in advance and guesswork in amounts which would sell and bring a



profitable return. Without external storage options, piles of concessions items have sat at the front of my undersized classroom for four months, tempting rodents and children alike.

Turning out \$2,777 sounds good, but when accounting for the cost of supplies, time, and sanity, the question arises: Are concessions fundraisers worth the cost? No.



SPEECH AND DEBATE SENIOR SHOWDOWN/SHOWCASE

However, the strongest fundraiser event in the last three years has become the Community Showcase & Fundraising Night, now delivered for three years in March. While turnout is a challenge, this event we have found worth continuing, based on the positive

feedback from attendees, the lower-stakes competition opportunity, and the high potential for increased profit in the future.

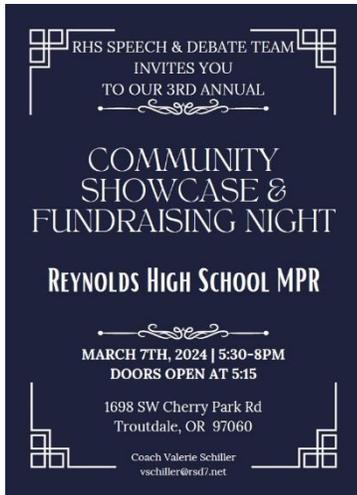


Seniors perform a debate in front of a live audience and a panel of teacher and community member judges followed by various team members stationed in classrooms practicing prepared speeches multiple times for the community to watch. Students perform their events in semi-high-stakes environment prior to an even higher-stakes environment at the district competition

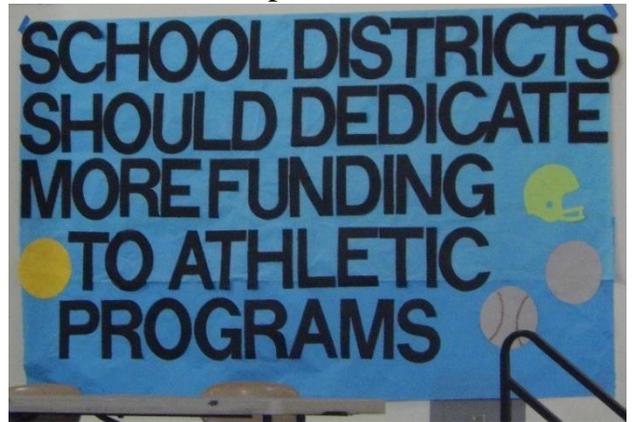
the following week. Parents, siblings, cousins, friends, and community members come out to support and learn for themselves about this strange activity called Speech & Debate. The community buys one or more raffle tickets at entry to the event. In advance of the fundraiser, the coach reaches local businesses in Portland, Gresham, Fairview, Wood Village, and Troutdale for merchandise and gift certificates which are arranged and raffled off in 7 to 10 multi-hundred-dollar-value baskets at the end of the night.



The first two years of the event we made \$500 and \$514, respectively, but this year increased to \$693. To increase turnout, we have so far revised the topic from social media and academic focuses to broaden the scope and increase our audience: “School districts should dedicate more funding to



athletic programs.” We added invitations distributed on a larger scale in advance. We have also added décor, such as a festive balloon arch and party tablecloths, for a commemorative feeling to the event. We continue to buy the party baskets themselves which house the local business goods. Increased funds for invitations,



flyers, baskets, decor, and merchandise would mean we can continue to increase turnout and support. Instead of taking dollars from our ASB account as we are currently doing, though, we would be able to preserve these funds for needs which cannot be covered by this grant, such as school and student entry fees at tournaments.



Finally, our largest and most successful fundraiser of the year is hosting an OSAA tournament. The Reynolds Invitational in 22-23 earned approximately \$3,000 while the Ryan Rutledge Invitational in 23-24 earned approximately \$8,030. The main cost behind hosting is using the Tabroom.com website, facilitating concessions (which we are likely to eliminate in the future), and the personalized awards (frames with certificates). Going forward, if we received a grant for the material costs of these events for next year, our key fundraisers for sustainability of the program would remain the Showcase Night and the OSAA invitational tournament with ASB dollars being reserved for filling the gap of our building budget for OSAA tournament fees and food.



SPONSORS

The Reynolds High School Speech & Debate Team has a steady dose of contributions on a yearly basis for our February OSAA tournament and Showcase Night school events from local businesses:

- A Nice Lady in St. Johns (Portland)
- Abby's Legendary Pizza (Gresham)
- Applebee's (Gresham)
- Asian Thai Bistro (Gresham)
- Baja Fresh (Gresham)
- Baskin-Robbins (Gresham)
- Bellagio's Pizza (Wood Village)
- Boccelli's Ristorante (Gresham)
- Burgerville (Gresham)
- Cafe Delirium (Gresham)
- Chipotle (Gresham)
- Country Coffee (Troutdale)
- Craft Warehouse (Gresham)
- Domino's Pizza (Gresham)
- Firehouse Subs (Gresham)
- Flying Pie Pizzeria (Gresham)
- Fred Meyer (Wood Village)
- Frenzi Frozen Yogurt (Gresham)
- Geno's Grill (Troutdale)
- Godfather's Pizza (Troutdale)
- Gresham Bicycle Shop
- Gresham Toy Shop
- Giuseppe's (Portland)
- Hope's Cafe (Gresham)
- ICandy (Gresham)
- Jamba Juice (Wood Village)
- Jersey Mike's (Wood Village)
- Killer Burger (Gresham)
- Legacy Coffee (Gresham)
- LoLo's Boss Pizza (Troutdale)
- M & M Restaurant (Gresham)
- MadCow Brewing Co. (Gresham)
- MOD Pizza (Gresham)
- Mt. Hood Lanes (Gresham)
- Mt. Hood Theater (Gresham)
- MUV Fitness (Troutdale)
- Nanna's Place (Gresham)
- Nicholas Mediterranean Restaurant (Gresham)
- Olive Garden (Gresham)
- Original Roadhouse Grill (Gresham)
- Papa Johns (Gresham)
- Pause Coffee Bar (Gresham)
- Pelines Mexican Restaurant (Troutdale)
- Pet Supplies Plus (Gresham)
- PetSmart (Gresham)
- Red Robin (Gresham)
- Ristorante Di Pompello (Troutdale)
- Puff's Pub (Gresham)
- Safeway (Troutdale)
- Sugar Cubed Cakes (Gresham)
- Sugarpine Drive-In (Troutdale)
- Tamale Factory (Gresham)
- The Local Cow (Gresham)
- Wild Brewz (Wood Village)

COLLEGE CONNECTION

To return to student learning outcomes, our team has prioritized the college connection for our students. Besides teaching the critical thinking, analytical research, compositional writing, and public speaking skills needed for a successful higher education, students have the opportunity during multiple tournaments a year to visit college campuses.



While inclement weather disrupted our tradition this year, the team typically visits Lewis & Clark College for two days in January. This tournament is a game-changer, both for reluctant new members who are unsure if Speech & Debate and tournaments are for them and also for observers who do not know anything about the collegiate nature of the program who

are then within this world suddenly immersed. They experience all kinds of competitive event rounds while also touring the campus and seeing students who may or may not look like them walking around campus, in the library, in the cafeteria, and in computer labs. They feel independent. While traveling between campus buildings, they see flyers for clubs and organizations at the college level. They buy coffee and snacks at the shop. Students see themselves at the next level; possibility is within reach.



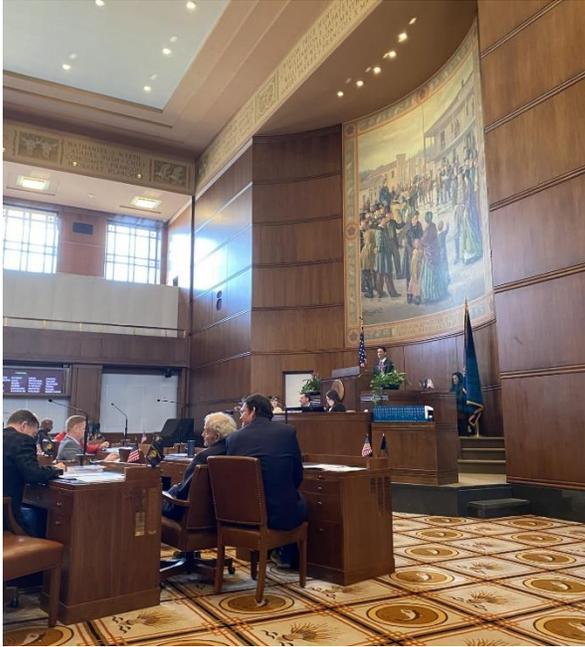
Similarly, select students who qualify for the State Championships each year experience Western Oregon University. Qualifiers bond over campus tours, the dorm experience, local town restaurants and hangouts, learning about the university's specialty programs, and experiencing their competitive rounds all over campus.



This year, students received an additional college connection opportunity. The team attended the Robert D. Clark Invitational at University of Oregon in Eugene, our first overnight tournament for anyone with interest. Besides staying in a multi-level Airbnb house and experiencing campus, students also received a special tour of the Clark Honors College. Unfortunately, the expense of the trip meant students pay for their food and lodging. The team worked in small discounts for committed students with a limited ability to pay. However, receiving this grant would open up our ASB dollars to help more of our students be able to experience college tournaments.



CAREER AND CIVIC CONNECTION



For the first time, the Reynolds High School Speech & Debate Team had the opportunity to travel to our State Capitol Building in Salem. Most students had never been. We traveled via school bus during the school day. Our state representatives and senators ensured our day was experience-heavy during the short session of the legislature. After checking in through “airport-lite” security, students met about government and issue basics with Rep. Zach Hudson and staffer Amanda Orozco-Beach then Sen. Chris Gorsek. Immediately, they learned the connections to Speech & Debate. Students could



especially see connections when sitting in the galleries and aisles of the Senate and House sessions (they received a courtesy call!) and hearing the hot issues of the day, such as whether canola farming should be banned and the testimony from and impact on various parties. Some even appeared on the lobby television screen. Besides their government representatives, students also met lobbyists and strategists and were able to gain a fuller picture of a career on the Capitol and the civic connection they have to their government. Throughout the day, students talked about problems they found in education and felt heard in a way they had not from school leadership. The government representatives were responsive to socioeconomic issues, such as lack of transportation for students to intern or give testimony at the Capitol. Their government leaders started a conversation about arranging a carpool, opening the eyes and possibility of these students forming a long-term connection to their state government and to real-life practice of Speech & Debate.



government leaders started a conversation about arranging a carpool, opening the eyes and possibility of these students forming a long-term connection to their state government and to real-life practice of Speech & Debate.

ACHIEVEMENTS:

INDIVIDUAL MEMBERS

2023-2024

Diana Vazquez Duque Invitational at Oregon City High School (Oregon City, OR) (Sat., Mar. 2, 2024)

3rd Place in ADS (After-Dinner Speaking): Seryca Monroe

3rd Place in LIELL (Literary Interpretation for English Language Learners): Emy Hasaballa

Semi-Finalist in Impromptu Speaking: Kane Finders

Quarter-Finalists in Parliamentary Debate: Tristin Fox and Kane Finders

Ryan Rutledge Invitational at Reynolds High School (Troutdale, OR) (Sat., Feb. 10, 2024)

1st Place in LIELL (Literary Interpretation for English Language Learners): Emy Hasaballa

2nd Place in LIELL (Literary Interpretation for English Language Learners): Yem Terefe

3rd Place in Big Questions (BQ) Debate: Yem Terefe

3rd Place in Poetry Reading: Miranda Valenzuela

4th Place in Extemporaneous Speaking: Katharine St. John

5th Place Speaker Award in Big Questions Debate: Avery Abrahamian

Finalist in ADS (After-Dinner Speaking): Seryca Monroe

Semi-Finalist in Impromptu Speaking: Kane Finders

PUDL Battle of the Bridges (Centennial High School, Gresham, OR) (Sat., Dec. 9, 2023)

2nd Place in Impromptu Speaking: Serenity Goldstein

2nd Place in Lincoln-Douglas (LD) Debate: Yem Terefe

Finalist in Impromptu Speaking: Duresa Ibrahim

OSAA Clackamas Holiday Edge (Clackamas High School, Clackamas, OR) (Sat., Dec. 2, 2023)

1st Place in LIELL (Literary Interpretation for English Language Learners): Emy Hasaballa

2nd Place in LIELL (Literary Interpretation for English Language Learners): Yem Terefe

OSAA Robert D. Clark Invitational Tournament (University of Oregon, Eugene, OR)

(Sat.-Sun., Nov. 18-19, 2023)

1st Place in LIELL (Literary Interpretation for English Language Learners): Yem Terefe

3rd Place in ADS (After-Dinner Speaking): Seryca Monroe

3rd Place Speaker Award in Lincoln-Douglas (LD) Debate: Kane Finders

4th Place Speaker Award in Lincoln-Douglas (LD) Debate: Seryca Monroe

5th Place in Original Oratory (Persuasive Speaking): Daniela Valenzuela

Semi-Finalist in Radio Commentary: Marrylin Ogbonna

Semi-Finalist in Radio Commentary: Aubri Scott

OSAA Sid Fox Speech & Debate Tournament (Silverton High School, Silverton, OR) (Sat., Nov. 4, 2023)

1st Place in LIELL (Literary Interpretation for English Language Learners): Yem Terefe

2nd Place in ADS (After-Dinner Speaking): Seryca Monroe

3rd Place in Poetry Reading: Evelyn Azorr

OSAA Fall Frenzy Novice Competition (Barlow High School, Gresham, OR) (Sat., Oct. 14, 2023)

1st Place in LIELL (Literary Interpretation for English Language Learners): Yem Terefe

2nd Place in Policy (Cross-Examination) Debate: Evelyn Azorr and Yem Terefe

PUDL Fall Classic (Reynolds High School, Troutdale, OR) (Weds., Oct. 4, 2023)

Special Recognition to Ryan Rutledge, top speaker in Impromptu (R.I.P.)

2022-2023

OSAA State Championships (Western Oregon University, Monmouth) (Fri.-Sat., Apr. 28-29, 2023):

4th Place in LIELL (Literary Interpretation for English Language Learners): Sayfidin Zafarov

Semi-Finalist in Original Oratory (Persuasive Speaking): Isaias Damian

Preliminary Student Congress Participant: Kane Finders

OSAA Mt. Hood District Competition (Barlow High School, Gresham, OR) (Fri.-Sat., Mar. 10-11, 2023):

State Qualifiers

1st Place in Original Oratory (Persuasive Speaking): Isaias Damian
1st Place in LIELL (Literary Interpretation for English Language Learners): Sayfidin Zafarov
2nd Place in Parliamentary Debate: Tristin Fox & Huy Nguyen
2nd Place in Impromptu Speaking: Samantha Higbee
2nd Place in Dramatic Interpretation: Ty Brintnall
2nd Place in After-Dinner Speaking (ADS): Seryca Monroe

State Alternates

3rd Place in Policy (Cross-Examination) Debate: Kane Finders & Dina Ibrahim
3rd Place in Duo Interpretation: Ethan Moore & Jacob Arellano
4th Place in Lincoln-Douglas Debate: Seryca Monroe

Finalists

Impromptu Speaking: Tristin Fox

OSAA Diana Vazquez Duque Invitational (Oregon City High School, Oregon City, OR) (Sat., Mar. 4, 2023)

1st Place in Original Oratory (Persuasive Speaking): Isaias Damian
3rd Place in After-Dinner Speaking (ADS): Seryca Monroe

NSDA National Qualifiers (Virtual) (Sat., Feb. 25, 2023)

2nd Alternates in Cross-Examination (Policy Debate): Kane Finders & Dina Ibrahim

OSAA Reynolds Invitational (Reynolds High School, Troutdale, OR) (Sat., Feb. 11, 2023)

2nd Place in Novice Extemporaneous Speaking: Huy Nguyen
2nd Place in Novice Original Oratory (Persuasive Speaking): Daniela Valenzuela
3rd Place in Novice Original Oratory (Persuasive Speaking): Christine Nguyen
3rd Place in Open Original Oratory (Persuasive Speaking): Isaias Damian
3rd Place (tie) in Novice Extemporaneous Speaking: Tristin Fox
Finalist in Novice Original Oratory (Persuasive Speaking): Tyler Truong
Finalist in Open After-Dinner Speaking (ADS): Seryca Monroe
Finalist in Novice Radio Commentary: Iris Whitaker

PUDL National Qualifying Tournament (Reynolds High School, Troutdale, OR) (Sat., Feb. 11, 2023)

4th Place in Cross-Examination (Policy Debate): Kane Finders & Dina Ibrahim

OSAA Jean Ward Invitational (Lewis & Clark College, Portland, OR) (Sat., Jan. 14-Sun., Jan. 15, 2023)

1st Place in Novice Extemporaneous Speaking: Huy Nguyen
2nd Place in Open Original Oratory (Persuasive Speaking): Isaias Damian
Semi-Finalist in Novice Radio Commentary: Ty Brintnall
Semi-Finalist in Novice Radio Commentary: Iris Whitaker

OSAA Sid Fox Invitational (Silverton High School, Silverton, OR) (Sat., Nov. 5, 2022):

1st Place in Novice Extemporaneous Speaking: Huy Nguyen
Finalist in Novice Impromptu Speaking: Samantha Higbee

OSAA Barlow Fall Frenzy (Barlow High School, Gresham, OR) (Sat., Oct. 1, 2022):

1st Place in Open Original Oratory (Persuasive Speaking): Isaias Damian
1st Place in Novice Cross-Examination (Policy Debate): Dina Ibrahim & Kane Finders
Finalist in Open After-Dinner Speaking (ADS): Seryca Monroe

2021-2022

OSAA State Championships (In Person at Western Oregon University, Monmouth) (Fri.-Sat., Apr. 22-23, 2022):

2nd Place in LIELL (Literary Interpretation for English Language Learners): Dina Ibrahim
Semi-Finalist in Original Oratory (Persuasive Speaking): Destiny Tran
Preliminary Student Congress Participants: Isabel Pagan and Isaias Damian

OSAA Mt. Hood Conference District Competition (In Person at Sandy High School) (Fri.-Sat., Mar. 11-12, 2022):

State Qualifiers

1st Place in LIELL (Literary Interpretation for English Language Learners): Dina Ibrahim
2nd Place in Extemporaneous Speaking: Hayden Grindle
2nd Place in Impromptu Speaking: Jeff Cervantes
4th Place in Original Oratory (Persuasive Speaking): Destiny Tran
3rd Place in Policy (Cross-Examination) Debate: Thien Jacobo and Dina Ibrahim

State Alternates

3rd Place in Poetry Reading: Destiny Tran
3rd Place in Informative Speaking: Edmond Miranda

Finalists

Original Oratory (Persuasive Speaking): Jeff Cervantes

OSAA Robert D. Clark Invitational via University of Oregon Honors College (Virtual) (Sat.-Sun., Feb. 19-20, 2022):

Quarterfinalists in Junior Parliamentary Debate: Isabel Pagan & Hayden Grindle
Finalist, Junior Extemporaneous Speaking (Extemp): Hayden Grindle
1st Place, LIELL (Literary Interpretation for English Language Learners): Dina Ibrahim

PUDL February Tournament at Reynolds High School (In Person!) (Sat., Feb. 5, 2022):

3rd Place Debate Trophy: Jeff Cervantes

OSAA Jean Ward Invitational via Lewis & Clark College (Virtual) (Weds.-Sun., Jan. 12-16, 2022):

1st Place Novice Parliamentary Debate Speaker out of 36 total speakers: Hayden Grindle
3rd Place Novice After-Dinner Speaking (ADS): Seryca Monroe

PUDL December Tournament (Virtual) (Fri-Sat., Dec. 10-11, 2021):

5th Place Debaters: Hayden Grindle & Isabel Pagan

PUDL November Tournament (Virtual) (Fri-Sat., Nov. 19-20, 2021):

1st Place Debate Champions: Jeff Cervantes & Destiny Tran
1st Place Speaker: Jeff Cervantes
2nd Place Speaker: Destiny Tran

PUDL Fall Classic (Virtual) (Fri-Sat., Oct. 29-30, 2021):

1st Place Debate Champions: Destiny Tran & Jeff Cervantes

2020-2021

OSAA State Speech Championship (Virtual) (Fri-Sat., Apr. 23-24, 2021):

Preliminary Student Congress Participant: Simon Gerbaud

PUDL Spring Classic (Virtual) (Fri-Sat., Apr. 9-10, 2021):

8th Place Debater: Thomas Karam
12th Place Speaker: Isabel Pagan
13th Place Speaker: Hayden Grindle
Best Cross-Examination (student-voted award): Weston Hale

OSAA Mt. Hood Conference District Competition (Virtual) (Weds.-Sat., Mar. 10-13, 2021):

State Qualifiers

1st Place in Policy (Cross-Examination) Debate: Destiny Tran & Jeff Cervantes

Alternates to State

3rd Place in Parliamentary Debate: Hayden Grindle & Simon Gerbaud
3rd Place in Policy (Cross-Examination) Debate: Amaya Benitez & Isabel Pagan

Finalists

6th Place in Impromptu speaking: Hayden Grindle
7th Place in Impromptu speaking: Jeff Cervantes
Prose Interpretation: Michael Gray

PUDL Stumptown Invitational (Virtual) (Fri.-Sat., Mar. 5-6, 2021):

4th Place Debaters: Jeff Cervantes & Destiny Tran
2nd Place Speaker: Destiny Tran
11th Place Speaker: Jeff Cervantes
13th Place Speaker: Hayden Grindle

2020-2021

OSAA State Speech Championship (Virtual) (Fri.-Sat., Apr. 23-24, 2021):

Preliminary Student Congress Participant: Simon Gerbaud

PUDL Spring Classic (Virtual) (Fri.-Sat., Apr. 9-10, 2021):

8th Place Debater: Thomas Karam
12th Place Speaker: Isabel Pagan
13th Place Speaker: Hayden Grindle
Best Cross-Examination (student-voted award): Weston Hale

OSAA Mt. Hood Conference District Competition (Virtual) (Weds.-Sat., Mar. 10-13, 2021):

State Qualifiers

1st Place in Policy (Cross-Examination) Debate: Destiny Tran & Jeff Cervantes

Alternates to State

3rd Place in Parliamentary Debate: Hayden Grindle & Simon Gerbaud
3rd Place in Policy (Cross-Examination) Debate: Amaya Benitez & Isabel Pagan

Finalists

6th Place in Impromptu speaking: Hayden Grindle
7th Place in Impromptu speaking: Jeff Cervantes
Prose Interpretation: Michael Gray

PUDL Stumptown Invitational (Virtual) (Fri.-Sat., Mar. 5-6, 2021):

4th Place Debaters: Jeff Cervantes & Destiny Tran
2nd Place Speaker: Destiny Tran
11th Place Speaker: Jeff Cervantes
13th Place Speaker: Hayden Grindle

2019-2020

PUDL 3rd Competition at Reynolds High School (Sat., Feb. 1, 2020):

2nd Place Debaters: Jeff Cervantes & Destiny Tran
4th Place Debaters: Hayden Grindle & Khu You
3rd Place Speaker: Destiny Tran
5th Place Speaker: Hayden Grindle
7th Place Speaker: Jeff Cervantes
14th Place Speaker: Khu You

PUDL 2nd Competition at Madison High School's Marshall campus (Sat., Dec. 14, 2019):

7th Place Debaters: Hayden Grindle & Khu You
7th Place Speaker: Hayden Grindle
12th Place Speaker: Khu You

PUDL 1st Competition at Northwest Academy (Sat., Nov. 16, 2019):

4th Place Speaker: Hayden Grindle

TEAM



**OSAA Mt. Hood District Competition (Barlow High School, Gresham, OR)
(Fri.-Sat., Mar. 10-11, 2023):**

3rd Place Sweepstakes Trophy

OSAA Les Schwab Team of the Month Award (Sept. 2022)

**OSAA Mt. Hood Conference District Competition (In Person at Sandy High
School) (Fri.-Sat., Mar. 11-12, 2022):**

3rd Place Sweepstakes Trophy

COACH

**OSAA Mt. Hood Conference District 12 Coach of
the Year 2022-2023**

**OSAA Mt. Hood Conference District 12 Coach of
the Year 2020-2021**



MEDIA/PUBLICITY

Reynolds School District featured the Speech & Debate Team's achievements on their website in April 2021 when we qualified our first two students to the State Championships in Policy (CX) Debate: <https://www.reynolds.k12.or.us/rhs/way-go-speech-debate-team> (this achievement article was also linked on the Portland Urban Debate League website <https://www.portlanddebate.org/news-2>); in October 2021 when we won our first PUDL tournament against McDaniel High School: https://www.reynolds.k12.or.us/sites/default/files/fileattachments/communications/page/45197/debate_team_press_release.pdf; and in March 2022 when we won our first sweepstakes trophy at Districts: <https://www.reynolds.k12.or.us/rhs/speech-debate-team-competition-results>. Our carwash fundraiser September 14, 2023 was featured on the Reynolds School District Facebook live stream. The district also posted about the team's competitive successes on Facebook both November 28 and December 12.

The team has received multiple shout-outs at School Board meetings, from Board Members and the Director of Communications. Recently, the School Board Chair arrived at the Ryan Rutledge Invitational ready to judge a round. She spoke of her positive experience at the following School Board meeting.

The team was featured in the Reynolds High School Raider News publication November 2023 for our results from the OSAO tournament in Silverton.

In June 2023, our team was featured on the district's ¿Sabes Que? - Did You Know? Podcast. Episode 13 called Debatably the best Podcast with the RHS Debate Team <https://drive.google.com/file/d/1RlxUIYIyTzuA3g7lrkgG2BsLkwO94PMF/view> featured four senior members and the coach. We discussed the team's activities, especially the competitive events and the skills which follow. The seniors discussed their habits for success and their appreciation for the Speech & Debate community, both within our team and in the metro-area. The podcast episode was a recruitment effort for the following school year and another way for the Reynolds community to learn about the team.

The team has our own Google Site. Our website, featured on the Reynolds High School drop-down menu, details information about the team's history; coach; student leadership; achievements; competitive event rules and examples; schedule for practices, tournaments, and school events; team resources; and ways the community can support: <https://sites.google.com/view/rhsspeechdebate/home?authuser=0>

The team regularly posts updates on our Instagram account: [rhsspeechanddebate](https://www.instagram.com/rhsspeechanddebate)



The last two years we began publishing a brochure for recruitment and publicity:
https://drive.google.com/file/d/1j78IZWn_VMIId4kquMrKtk0zTbWBPF2N/view




GET INVOLVED



ELECTIVE CLASS, RHS
 Register at any grade level for the learning experience. Honors classes with 100% pass rates. Students to logical argumentation and speech skills on word issues.



AFTER-SCHOOL CLUB
 Practice critical thinking skills, have fun discussions, make friends, and write and perform your own speeches and debates! Join us in Room 808 Tuesdays and Thursdays 3:30-4:30pm.



TOURNAMENTS
 Students perform events each year at various competitions (4 PUEB and 7 CSEA) plus Districts. These occur after school, Friday afternoons, and Saturdays. Dress up and win awards!



SCHOOL EVENTS
 Join us for luncheon Hospitality and SPAR, Showcase & Fundraising Night, convalesces and food sales, and community service: tutoring at Walt Morye, planting at Greenback Japanese Garden, and Bike-A-Thon.

ABOUT OUR TEAM

After a multi-decade hiatus, Reynolds High School's team is in its fifth active year. We have earned a total of 17 state qualifiers, 11 alternates, two state semi-finalists, one 2nd Place state champion, and two 3rd Place Districts sweepstakes trophies. We look forward to even stronger years ahead of us.




CONTACT

 Meetings: Tuesdays & Thursdays 3:30-4:30pm
 Email: Coach Valerie Schiller (609) vschiller@rsd7.net
 Check out: sites.google.com/view/rhspeechdebatesteam
 [rhspeechanddebatesteam](https://www.instagram.com/rhspeechanddebatesteam/)

Join Today



FROM A RECENT GRADUATE:

"I WAS ABLE TO FACE MY FEAR OF PUBLIC SPEAKING...AND SHARPEN MY CRITICAL THINKING ABILITIES."

SPEECH EVENTS



After-Dinner Speaking (ADS):
 Prepare and memorize a 8-minute humorous speech on a socially significant topic and end with a toast.

Extemporaneous (Extemp):
 Prepare a 7-minute speech in 30 minutes from a choice of three current event topics.

Impromptu:
 Improvise a 5-minute speech in 30 seconds from a choice of three topics.

Informative:
 Prepare and memorize a 10-minute speech, with visual aids, to educate on a complex topic of interest.

Radio Commentary (Radio):
 Prepare and read a 5-minute broadcast-style speech on an original, uncovered topic.

Oratory (Persuasive):
 Prepare and memorize a 10-minute speech on any topic which aims to persuade the audience.

Poetry Reading:
 Select and read three thematic poems (8 min).

Prose Reading:
 Select a meaningful story, novel, or essay to read (8 min).

Interpretation Speeches

Dramatic (DI):
 Select, cut, memorize, and perform a published dramatic piece (time limit: 10 min).

Humorous (HI):
 Select, cut, memorize, and perform a published humorous piece (time limit: 10 min).

Literary (LIELL):
 English Language Learners select and read a published piece (time limit: 5 min).

DEBATE EVENTS

Lincoln-Douglas (LD):
 Research and prep on a monthly topic, debate 1 vs. 1.

Parliamentary Debate (Parli):
 Prep with a partner in 15 minutes on various topics.

Policy Debate (CX):
 Research and prep with a partner on a yearly topic.

Spontaneous Argue (SPAR):
 Recreational speed debate on serious to silly topics.



BUDGET

District (Annual)

For the 2022-2023 and 2023-2024 school years, Reynolds School District has covered the school and student debate and speech entry fees for one tournament per school year; \$1,000 worth of travel; and the lodging, meals, and snacks for the OSAA State Championships in April. Lodging, meals, and snacks other than the State Championships come out of the team fundraised dollars. In the chart below, the left column represents the category, the middle column the team need estimate, and the right column the district budget allocation. The gap between need and coverage is \$250 for school entry fees, \$1,250 for debate entry fees, \$1,080 for speech entry fees, \$1,981.80 for travel, and the full cost of the overnight trip in Eugene.

School Entry Fees	6 OSAA Tournaments x \$50 = \$300	\$50.00
Team/Single Debate	5 Pair x \$40; 2 Single x \$250;	
Entry Fees	\$250 x 6 OSAA = \$1,500	\$250.00
	20 Single x \$10;	
Speech Entry Fees	\$200 x 6 OSAA = \$1,200	\$120.00
Travel (Activity Van		
Trips)	Est. 843 miles x \$2.60 = \$2,981.80	\$1,000.00
Lodging: 2 Nights in	\$540 (House) + \$820.75 (WOU r/b)	
Eugene + State Trip	= \$1,360.75	\$1,000.00
Meals: 2 Nights in		
Eugene + State Trip	\$1000 + \$252.94 = \$1,252.94	\$500.00
Snacks: 2 Nights in		
Eugene + State Trip	\$50 + \$50 = \$100	\$75.00

The budget not covered by the district is fundraised.

Fundraising has come from direct donations, a first-time grant this year from Reynolds Education Foundation, and various school events. Below are the direct donation amounts we have received from the community in the 2021-2022, 2022-2023, and 2023-2024 school years.

Oct 2021: \$10, \$25, \$5, \$75, \$64.30	Oct 2023: \$60
Mar 2022: \$50	Jan 2024: \$100
Aug 2022: \$150	
Sept 2022: \$20, \$10	
Dec 2022: \$100	TOTAL DONATIONS = \$1,699.30
Feb 2023: \$600	
Aug 2023: \$160	
Sept 2023: \$200, \$40	

For the first time, in January 2024, we received a grant from the Reynolds Education Foundation for \$1000 to help cover tournament and food expenses for our students.

Reynolds Education Foundation Grant (\$1000)

Date	Description	Cost
9-Feb	Papa John's Student Pizza	\$240
9-Feb	Costco Student Snacks	\$163.43
9-Feb	Fred Meyer Student Snacks	\$116.39
	Donut World Student Break-	
10-Feb	fast	\$33
10-Feb	Godfather's Student Pizza	\$166
11-Feb	Food Plates	\$12.99
	Donut World Student Break-	
22-Feb	fast	\$66
1-Mar	Fred Meyer Student Snacks	\$69.25
	Donut World Student Break-	
2-Mar	fast	\$35
2-Mar	OC Tournament Concessions	\$101
	Total Receipts	\$1,003.06

Most of our funding comes through fundraising events. During the 2023-2024 school year, the RHS Speech & Debate Team has increased fundraising by 300 percent.

We began Fred Meyer Community Rewards in August 2022, a program in which families connect their shopping to a community organization of their choice. This program is free but is dependent on community outreach and returned support. This grant's financial support for our school events would increase our fundraising revenue within this program. The higher the turnout at events, the greater the awareness of this program is and the more support we will ultimately receive. Based on quarterly checks, we have earned the following amounts:

Oct 2022: \$38.67

Jan 2023: \$28.46

Apr 2023: \$32.27

Aug 2023: \$36.32

Nov 2023: \$39.32

Jan 2024: \$38.38

TOTAL: \$213.42

During the 2021-2022, 2022-2023, and 2023-2024 school years, the team has done restaurant fundraisers with moderate to modest success. The most successful fundraiser was in October 2021 when Peline's, a popular Mexican restaurant on our street, donated 10% of all

sales on a Monday and Tuesday (low customer days) to our team. The restaurant sent us a check for **\$400**. However, other restaurants with higher percentages of donated sales Chipotle (33%) and MOD Pizza (20%) have resulted in fundraised amounts of **\$53.82** in Oct 2021 and **\$41.19** in Nov 2022. (We did not bring enough sales in one instance to receive money at all.) Low outcomes from these efforts has led to dropping this type of fundraiser.

For this first time, we completed a two-day carwash fundraiser this school year in September 2023. The school administration enabled us to run this fundraiser after school hours in two separate parking lots. We put down a cost of approximately \$50 for supplies and, through two afternoons of work, made \$496. The profit worked out to approximately **\$446**.

Another first this year was selling concessions. A root beer float fundraiser during a PUDL tournament in Oct 2023 cost us \$28 while bringing in \$116. The profit worked out to **\$88**. More successful concessions were during basketball games. The cost of food and drink supplies was \$650.83 while bringing in \$1,277. The profit here was **\$626.17**. Selling concessions at the February OSAA Ryan Rutledge Invitational brought in another **\$1,214.45**. Finally, selling concessions at the Community Showcase & Fundraising Night helped bring in another **\$693**. The team will be selling concessions again at the Mt. Hood Conference District 12 competition in mid-March to bring in more fundraising profit. The amount of time buying, transporting, and storing food in a tiny classroom with a hundred students a day passing through was highly problematic, though, and will not be repeated next year without concessions being provided and/or stored elsewhere safely in the building.

The most successful fundraisers have been tournament entry fees for our OSAA tournament and our Community Showcase & Fundraising Night prior to Districts. From our OSAA tournament, the team has already received revenue of \$6,010 with another \$4,420 expected when all checks arrive. While the expected \$10,430 had expenses of approximately \$2,400, the fundraising result will end up being about **\$8,030**. The Showcase Night resulted in revenue of \$693 with about \$70 in expenses resulting in about **\$623**.

TOTAL (EXPECTED) FUNDRAISING: \$11,522.63

Otherwise, our main expenses come from tournament entry fees, transportation, and the meals and snacks to feed our low-income student population. Our OSAA tournament trip to University of Oregon in November came from a combination of team dollars for travel (270 miles driven at a \$2.60 rate resulting in a \$702 bill) and student contributions for lodging and food (\$175 per student, with **\$1,755** in incoming funds). The team had three fewer students commit than originally planned and gave discounts to students in need, ultimately spending an additional \$695. Other OSAA tournaments this year (Sam Barlow, Sid Fox, Clackamas Holiday Edge, and Diana Vazquez Duque) have cost the team \$716. Food costs including team meals and practice snacks have cost \$868.20. Based on both costs and profits, the team now has a balance of **\$5,436.35** with an expected total balance (when all OSAA tournament school entry fee checks have arrived) of \$9,856.35.

NEEDS ASSESSMENT: GRAND TOTAL OF FIVE SECTIONS = \$9,912.71

Priority #1: Sound Isolation Booths (Two): \$1,748.99 x 2 = **\$3,497.98**

<https://www.fullcompass.com/prod/532540-clearsonic-ipg-4-x-4-x-6-5-vocal-isolation-booth-with-lid>

Speech and Debate is about learning to use one's voice confidently. Currently, students do not have a soundproof space to practice their individual speech events. They must either practice in the main classroom in front of their peers or in the surrounding hallways in front of strangers and disturbing other classrooms. For a novice, they are unlikely to feel confident



practicing competitive events in front of team members. Radio commentary, for example, requires a student to project their voice, vary their tone, and boost their volume. The entire event depends on their voice. The item is large enough to fit a performing person, microphone stand, and microphone but small enough to fit into the classroom. For all events (other than partner events like Duo Interpretation and Parliamentary Debate) students would be able to maximize use of this space in preparation for their competitive events. Two of these booths would double the impact on student competitiveness. Other classrooms around the state have practice rooms which similarly isolate students in a soundproof station. These would move our classroom to the closest state possible to their competitors. While the classroom space is tight, the administration at my school is seeking external storage space so to require less space for event materials and would have enough

space for the two soundproof booths. These items are priority number one for the impact on novice confidence and overall competitiveness on par with opponents across the state.

Priority #2: Display Case: \$443.99

https://www.displays2go.com/P-51697/Glass-Enclosed-Notice-Board-Aluminum-Frame-Locking-Mechanism-Wall-Mounting?gad_source=1&gclid=CjwKCAiA3JCvBhA8EiwA4kujZqD08jdc8SSG8z1LBrEmLLfB1CBMn3RYFWeLkQGRwt5UIbrMD2q8aRoCbUQQAvD_BwE



Maintaining and increasing a team membership which represents our school's student population requires sufficient marketing around our school building. Students need to be able to see team activities. Right now, Speech & Debate posts flyers and has announcements on the loud-speaker. The team has a website and a social media account. These pieces of information can be scattered and easy to miss among all the information a high school student is receiving on a day-to-day basis, especially about school activities. Students generally need to already have an understanding and recognition of the activity before they pay attention to it. Most of Speech & Debate takes place after school, when students have gone home. Unless a student has a friend participating in an event or is encouraged by their teacher or parent, a student is unlikely to notice our team.

The building administration is already helping with the first step: a trophy case. For

at least next school year, we will be having our team's historical and current record of wins displayed in the front of the school as a student, parent, or community member enters.

However, a display case gives a central location for Speech & Debate school events. Students are more likely to walk past this case and take interest in the activity. They may have not otherwise known what Speech & Debate is about and observe the visual display. The case also makes the information stand out and appear significant to the school. Athletics and theater have similar display cases. Teams from other schools around the state use a display case to feature the prominence of their program. A student could return to their alma mater and have a hub of information about their team. Ultimately, to expand membership around the school, increase turnout at our school events, and build long-term involvement in the organization and even an alumni network which lasts beyond a student's graduation, we need a display case.

Priority #3: Formative Practice Materials

a) *Informative Speeches* – This is the most material-focused competitive event at tournaments. Students have an advantage if their content is expressed through what are called ‘panels,’ various pieces of sturdy material displaying complex information in a simplified format. These materials can be expensive from student to student. The quality of material can impact the quality of the speech as well as the confidence of the student’s performance. Furthermore, a student must carry around the materials throughout the 12-hour day of a tournament and need to be comfortable enough doing so. Judges at tournaments have commented that students on our team have inferior panel materials to their competitors. Once purchased, the materials can be reused year to year. Team members would have reliable, long-lasting, aesthetically pleasing materials for years to come. Together, foam board, construction paper, sharpies, magnets, easels, and carriers allow for equitable access to students on our team to informative speaking. No one has ever won an award in Informative Speaking on our team, and we hope being awarded this grant would improve that outcome.

- i. Foam Board (50 pieces) (\$36.49)
<https://tinyurl.com/yx8572ec>
- ii. Construction Paper (\$39.99)
<https://tinyurl.com/yc86h63p>
- iii. Sharpies (Two Packs)
\$20.05 x 2 = \$40.10
<https://tinyurl.com/3j5zpv25>
- iv. Magnets (500 pieces)
(20 cents/piece) = \$100
<https://tinyurl.com/3b7unwfx>
- v. Easels (8 pieces) = \$69.99
<https://tinyurl.com/3hht8az4>
- vi. Carriers \$42.99 x 3 = \$128.97
<https://tinyurl.com/3kd5732v>



TOTAL = \$415.54

Here is an example informative speech which makes use of all of these materials:
https://www.youtube.com/watch?v=wTX5v_VhmiY&ab_channel=NationalSpeech%26DebateAssociation

b) *Prepared Speech & Debate Cases and Scripts*

- i. Lincoln-Douglas (LD) Debate Cases – Lincoln-Douglas (LD) Debate is a prepared debate event which changes the topic every two months. Students with a prepared case file can focus more on analysis, counterargument, and delivery than finding and preparing their own evidence cards. Preparing their own evidence is a good exercise for more advanced debaters, but novices need more guidance.

West Coast Publishing is a Seattle University-based forensics organization. We have purchased their materials in the past with our own team funds to great success. We hope to be able to continue this in the future with these grant funds.

\$225 covers one school year's worth of case materials, unlimited numbers of copies per school.

<https://www.wcdebate.storebuilderplus.com/catalog/item/4481639/4501858.htm>

- ii. Policy Debate (CX) Cases – Policy (CX) Debate is a prepared debate event with the same broad topic throughout the year which can be put into specific novice or more advanced cases. Students with a prepared case file can focus more on analysis, counterargument, and delivery than finding and preparing their own evidence cards. Preparing their own evidence is a good exercise for more advanced debaters, but novices need more guidance. Again, West Coast Publishing offers these materials. \$245 covers one school year's worth of case materials, unlimited numbers of copies per school.

<https://www.wcdebate.storebuilderplus.com/catalog/item/4466113/4473864.htm>



- iii. Big Questions (BQ) Debate Script – Similarly, Champions Briefs provides case materials on Big Questions (BQ) Debate which is a newer form of debate we tried this year and students greatly enjoyed. With grant funds, we anticipate being able to continue.

\$29.99 covers one school year's worth of case materials.

<https://championbriefs.com/store/bq2023>



- iv. Duo Interpretation Scripts – Duo Interpretation is a two-person performance event which requires purchasing a script. The team intends to create a library of scripts students can pull from and use, each year finding a new performance of interest.



The team purchased one Duo script this year for \$11.99.

A library of 20 scripts would become \$239.80.

<https://www.playscripts.com/play/2766>

- v. Dramatic Interpretation Scripts – Dramatic Interpretation is a one-person performance event which requires purchasing a script. The team intends to create a library of scripts students can pull from and use, each year finding a new performance of interest. The team purchased one Dramatic Interpretation script this year for \$7.00 but they are more often \$14. A library of 20 scripts would become \$280.

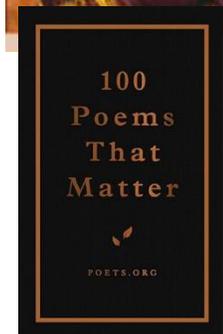
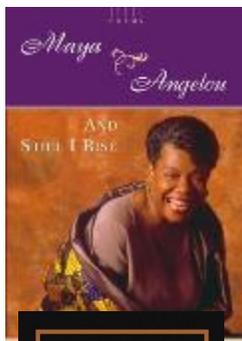
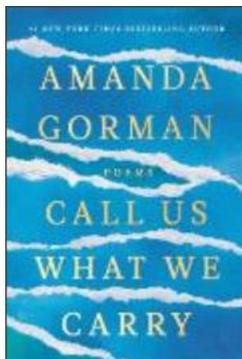
<https://jddramapublishing.com/product/americano-horror-story-by-kamden-knudson-12-15-min-cut-as-needed-m-f-readers-theatre-or-hi/>

- vi. Humorous Interpretation Scripts – Humorous

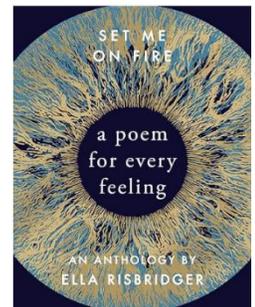


Interpretation is a one-person performance event which requires purchasing a script. The team intends to create a library of scripts students can pull from and use, each year finding a new performance of interest. These scripts are typically \$12. A library of 20 scripts would become \$240.

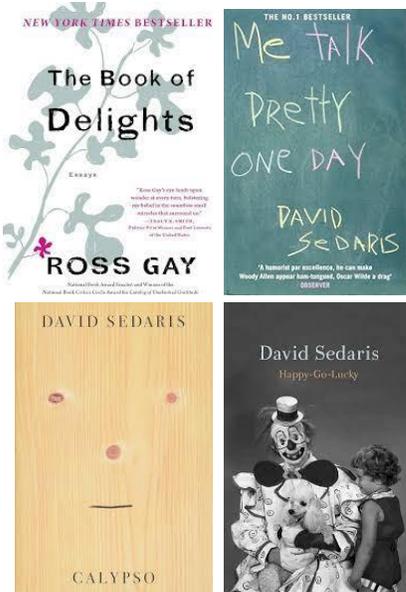
<https://jddramapublishing.com/product/five-stops-away-by-stephen-mizell-10-12-min-m-or-f-dark-comedy-10-00/>



- vii. Poetry Reading Scripts – Poetry Reading asks a student to find, arrange, read, and interpret three or more separate poems. This event requires a student to have access to books of poetry. Sometimes these books are not available in the school or public libraries. Having these works in our own classroom library would enable students to more easily prepare themselves for the competitive event. The hardcover format makes the literature durable for years. Titles include Amanda Gorman’s *Call Us What We Carry* (\$24.99) <https://tinyurl.com/4deup24j>; Maya Angelou’s *And Still I Rise* (\$18.00) <https://tinyurl.com/2vcwx24h>; The Academy of American Poet’s *100 Poems That Matter* (\$15.99) <https://tinyurl.com/mukref9f>; Ella Risbridger’s *Set Me on Fire: A Poem For Every Feeling* (\$25.62) <https://tinyurl.com/539e3xaw>; and Thich Nhat Hanh’s *Call Me By My True Names* (\$17.95) <https://tinyurl.com/jmxzppt2>.

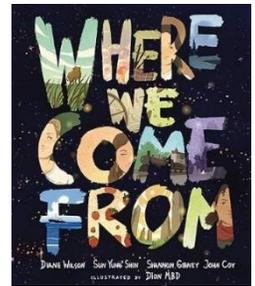


viii. Prose Reading Scripts – Prose Reading asks a student to find, arrange, read, and interpret a piece of prose, typically a short story, essay, or excerpt from a novel. While students could use any non-poetry literary work, this event asks a student to have access to books of short stories or short essays, to fit within the time constraints of the event. Sometimes short story books are not available in the school or public libraries. Having these works in our own classroom library would enable students to more easily prepare themselves for the competitive event. The hardcover format makes the literature durable for years. Students also stand out in this event for adding humor which is why David Sedaris is a good author choice.

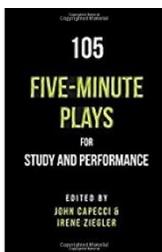
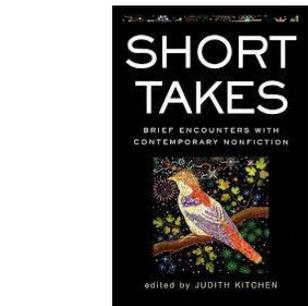


Titles include Ross Gay’s *The Book of Delights* (\$8.24) <https://tinyurl.com/mteh99fd>; David Sedaris’ *Me Talk Pretty One Day* (\$20.77) <https://tinyurl.com/2n2j3fkm>; David Sedaris’ *Calypso* (\$14.63) <https://tinyurl.com/ya292bam>; David Sedaris’ *Happy Go Lucky* (\$15.99) <https://tinyurl.com/y2hms545>; and Judith Kitchen’s *Short Takes: Brief Encounters with Contemporary Non-Fiction* (\$16.95) <https://tinyurl.com/y7bxxv3a>.

ix. Literary Interpretation for English Language Learners (LIELL) Scripts – An event rising in popularity for our team is LIELL which asks a student whose first language is not English to read from a literary work and demonstrate their voice. It has been a challenge to find multicultural works, including at a reading level accessible to more student populations at our school, so this grant would provide funds for specifically picture books which bring about multiple voices for the student reader. The hardcover format makes the literature durable for years. Titles include Lupita Nyong’o’s *Sulwe* (\$12.95) <https://tinyurl.com/3wps3463>; Coy, Gibney, Yung Shin, Wilson, and Dion’s *Where We Come From* (\$18.99) <https://tinyurl.com/5e22e9xz>; and Gruhl & Font’s *Everything Is Connected* (\$14.13) <https://tinyurl.com/mrxusd6x>.



x. POI (Program Oral Interpretation) Scripts – POI is an event we have not tried yet as a team for the sheer amount of material a student must acquire to be successful. This event is a hybrid between Poetry, Prose, and Dramatic or Humorous Interpretation. Besides the above materials, one work which we need is short, meaningful plays for classroom use: Capecchi & Ziegler’s *105 5-Minute Plays for Study and Performance* (\$24.95) <https://tinyurl.com/bdepnxtz>



TOTAL = \$1,509.94

c) *Interpretation Binders*

Poetry Reading, Prose Reading, and Literary Interpretation for English Language Learners (LIELL) all require students to use a mini-binder as a prop. These binders can be reused year-to-year between many students. <https://tinyurl.com/27ance5a> Four packs of six would last the team well into the future and allow high participation in these competitive events: TOTAL = \$24.48 x 4 = \$97.92



d) *Padfolios*

For 12-hour tournaments, students have a great deal of paper and supply materials to pack around. Padfolios which are made with durable material can be reused year after year, even accompanying a student into competitive Speech & Debate beyond their high school years. The team would like to have large, custom-made padfolios, enough for the team should we increase to projected numbers (30). Several different quotes exist with the most functional, stylish, Speech & Debate-like versions with notepads and pouches working out to \$29.99 each. <https://tinyurl.com/3fcwc8he> These items are not only practical but improve team morale and unity. TOTAL = \$29.99 x 30 = \$899.70



e) *News Subscriptions*

Speech & Debate students must stay updated with the news of the day.

The New York Times



Often, our team runs into pay walls

for essential sources such as *The New York Times* (\$1 x 4 weeks x 12 months = \$48 per year), *The Washington Post* (\$0.25 x 4 weeks x 12 months = \$12 per year), *The Economist* (\$52.25/year), and *The Wall Street Journal* (\$1 x 4 weeks x 12 months = \$48 per year). Academic discounts help but are still too much for a team like ours unless we receive the grant money.



TOTAL = \$140.25

The Washington Post

f) *Microphones & Stands*



Items for the soundproof booths (listed under Priority #1) and for other competitive event use (i.e. Radio Commentary) are microphones and stands. Currently, the team has one ancient microphone from our technology department which works only occasionally. We need to be able to have access to the technology for particularly novice competitors to feel successful.

The two stands would go inside the soundproof booths, as depicted in the company's picture. The height can be adjusted and adapted to different environments, doubling as school event microphones, as needed. The two stands are durable and long-lasting: $\$38 \times 2 = \76

<https://tinyurl.com/5edmm64y>

Two microphones themselves would go inside the two stands: $\$99 \times 2 = \198 <https://tinyurl.com/3ss9vua2>.

For Radio Commentary, a competitive event requiring a student to speak like a radio host, the students having two professional table microphones, such as one would use for a high-quality podcast, to practice with would go far in their confidence and competitiveness:

$\$46.74 \times 2 = \93.48 <https://tinyurl.com/2zjdjfbu>



TOTAL = \$367.48

g) *Rolling File Cart*

All of the materials involved with running a diverse and successful Speech & Debate Team require easy transportation of those materials. A rolling file cart would allow us to move between an external storage facility and our classroom, storing large foam board, art supplies, and document case files. <https://tinyurl.com/y5tk8dnr>

TOTAL = \$97.95



h) *Rolling Whiteboard*

Limited classroom space also means practices. With 18 different events,

for all of the instruction students need to be ready for competition. A rolling whiteboard can be moved to other parts of the room or alternative spaces, as needed, for maximum student preparation. <https://tinyurl.com/s9jhz79w>

limited whiteboard space for one whiteboard is not enough

TOTAL = \$97.89

SECTION TOTAL = \$3,626.67

Priority #4: School Event Preparation & Décor

Beyond boosting the competitive outcomes of the team through preparation materials, the team seeks to maximize involvement, recruitment, and community support through our school events. We began the process of increased school event preparation and décor this school year; however, the dollars came from our own team funding. Grant funding would preserve this money for other budget areas.

a) OSAA Tournament



- i. *Tournament Awards* – One of the most expensive items for school event preparation is the awards for our hosted OSAA invitational in February. We personalize the certificates and frames for distribution to winners. The 1st Place in each event receives a brown frame <https://tinyurl.com/3fcf82kj>, the 2nd Place in each event receives a white frame <https://tinyurl.com/4wxfpmdv>, and the 3rd Place in each event receives a black frame <https://tinyurl.com/38tb5yur>. In addition, we chose to reward “sweepstakes” winners (large and small school teams who have the most entries and wins at the tournament) 1st through 5th Place. Sweepstakes winners won a gold frame <https://tinyurl.com/yu2jnj7k>. Finally, we chose to reward top speaker points in each debate type and division with an off-white frame <https://tinyurl.com/dsp6p579>. We anticipate next year’s awards costing the same as this year which was \$560.92.



b) Community Showcase & Fundraising Night



- i. *Flowers* – The Community Showcase & Fundraising Night would be improved with increased décor. Our goal is to make it a more formal event. One idea was to add flowers. Nancy’s Floral has a “Designer’s Choice Spring Bouquet” <https://www.nancysfloral.com/designers-choice-spring-bouquet/> which has seasonal flowers for a spring occasion. Showcase Night is close to the beginning of spring and the flowers would bring bright and fresh colors and scents to an otherwise colorless, dull multi-purpose room. People will feel drawn to the decorated space. Ten bouquets would allow the flowers to be on the stage for the senior debate as well as spread out throughout the room for the audience: \$65 x 10 = \$650.



ii. *Balloons* – We added balloons this year to our Showcase event as a balloon arch. Students had a great deal of fun taking photos at the display and creating a commemorative evening. Balloons are relatively inexpensive but, like flowers, brighten up an otherwise colorless, dull multipurpose room. Similarly, we could add the colorful décor at other events, such as tournaments and recruitment. Instead of coming out of our team dollars, we can reserve those dollars for tournament expenses. <https://tinyurl.com/4nmkjht7> Having multiple balloon arches may bring even more color to our events: $\$9.99 \times 10 = \99.90

iii. *Lights* – To add to the formality of Showcase, we would like to have string lights (indoor-friendly) which lead to the senior debate as well as to the hallway in which follow-up prepared speeches take place. These warm lights add to the mood and draw people in without adding much cost. Every dollar we can save as a team through this grant saves a dollar for tournament fees.



<https://tinyurl.com/2bzb3s2r>

The total is \$15.45.



iv. *Baskets* – Each year for Showcase, we raffle off merchandise and gift certificates from local businesses. We use our own team dollars for most of the baskets themselves. The Showcase event has been during Easter season at Fred Meyer, so we have been able to get fancy or fun baskets for approx. \$12 on sale. Again, this grant would help us preserve these dollars: $7 \text{ baskets} \times \$12 = \$84$



v. *Invitations* – This year, the team began sharing and sending out Canva invitations to the Showcase event. Students shared them with their family and friends, and I shared them with businesses who donated items to our event. Students shared it out on Instagram. Marketing would go even further in the future. We would like to be able to continue this practice without those dollars coming out of fundraising efforts. This year, the total for printing glossed invitations (pictured left) was \$75. We anticipate a similar cost next year.

Details	
ITEM	AMOUNT
Print Items	\$75.00
Shipping	\$0.00
Charged:	\$75.00

vi. *Flyers* – Similarly, the team would like to use Canva for flyers around the school with more information than the invitation: \$38.

c) Recruitment – Beyond our largest events of the year, a great deal of time is spent at recruitment events. We would like to spruce up recruitment and community support through re-ordering team merchandise (we spent team dollars on an earlier order) and printing Canva flyers and brochures.

i. *Team Merchandise* – Reynolds High School Speech & Debate has connected in the past with Sandy River Marketing with a custom design for crewnecks and water bottles. Our logo is featured prominently on items students and their coach alike wear to tournaments and carry around the school on a regular basis. However, we



DATE	ACTIVITY	QTY	RATE	AMOUNT
02/02/2022	Reynolds Speech & Debate Crewneck Sweatshirt PC850 Athletic Heather Crewneck Sweatshirt with 2 Color Full Front Logo 2 Small, 2 Medium, 2 Large, 6 XL	12	19.85	238.20
02/02/2022	Reynolds Speech & Debate Water Bottle Green 18 Ounce Tempra Craft Water Bottle with Logo	12	21.99	263.88
02/09/2022	Shipping Charge Shipping Charge for Water Bottles	1	16.22	16.22
BALANCE DUE				\$518.30

We now accept online payments! Look for payment link in the email. Please reference this invoice number for exact re-orders. WE LOVE REFERRALS!



would like to multiply the number of people purchasing, wearing, and using these items. We would like to sell these items at Showcase Night like an athletic team would do at a game. This grant would help us purchase another order on which we would not be spending our own fundraising dollars. Twelve crewnecks works out to \$238.20; twelve water bottles becomes \$263.88; and the shipping charge is \$16.22. The total is then \$518.30.

ii. *Flyers* – We would like to continue to make Canva flyers for especially beginning-of-the-year recruitment events. These flyers stand out for aesthetically-pleasing images, fonts, and colors. In the past, we created two types of flyers, each pack of 50 costing \$38: two packs x \$38 totals \$76.

iii. *Brochures* – As featured in the Media/Publicity section, we would like to continue to publish a brochure each year to reach that larger audience and recruit more members. A pack of 50 brochures is \$52.50.



SECTION TOTAL = \$2,170.07

Priority #5: Membership Fees – We do not have an existing budget for national and state membership fees which are required for many competitions and voting privileges.

- a) National (NSDA) – \$149
- b) State (OHSSL-CA) – \$25

SECTION TOTAL = \$174



A FINE DAY FOR SPEECH AND DEBATE

In receipt of an OSAA Foundation School Participation Grant, the Reynolds High School Speech and Debate Team would experience success in the following ways:

- a. Audio Capabilities and Novice Confidence – Instead of competing with the noise levels of neighboring classrooms and each other, students would have two soundproof booths within the classroom space to exercise their maximum volume. Students, especially novices, would walk into their classroom and be able to share with their teammates practice space on par with their competitors around the state and in East Multnomah County. Audio is the most important piece of rehearsal for a speech, and soundproof booths would enable our team to sweep the competition.
- b. Preparation for All Levels of Competition – Whether novice or seasoned, students will have cases, scripts, and equipment for all events. A student with the motivation will have the opportunity to put in their best work. Their competitors will not have the advantage; students will have the resources to compete at tournaments equitably. Their morale going from practice to competition will raise. They will not let inferior equipment lower their confidence. They will now have the materials for success. A practice will involve deep learning of existing materials rather than reinventing the wheel or hunting down the impossible. Even if materials must be stowed in an external storage space, a quick walk and roll with the file cart will bring them the equipment for their competitive events. With the set-up of an easel and foam boards, the flip of a binder, the opening of a book, their win of a round is at their fingertips.
- c. New Heights of Achievement – Students will see themselves closer to a powerhouse team. They will see their peers win more awards, qualify more often to state, and even break into state finals. The trophy case will now be filled with modern, post-pandemic awards signifying a return to the state championship levels of the 1990s.
- d. Increased Recruitment and Long-Lasting Involvement – The team's flyers, merchandise, photos, and more will have a central location so more students from more backgrounds find us, learn what the team is about and what we have to offer, and make an informed decision of joining and staying involved. Alumni will return after graduation, look at our display board with pride, and know their team still matters and want to stay involved as a judge, donor, or parent of a new Raider!

SUSTAINABILITY PLAN

The Reynolds High School Speech and Debate Team has high needs and high costs. Even with our current profits from fundraising, having to pay all of our expenses next year, including material costs, would dwindle this balance quickly. In particular, if the team meets its goal of increasing membership by 50 percent, this will raise tournament entry fee and food costs. The OSAA Foundation School Participation Grant's long-term material coverage will free fundraising dollars to go solely to tournament entry, travel, and food costs. Profits from our two top fundraisers—hosting the OSAA invitational in February and holding the Community Showcase & Fundraising Night in March—could be enough to cover these expenses.

Accounting for changes next year, our two top fundraisers will lead to record fundraising dollars. Without holding concessions next year and without paying out of team dollars for the ceremonial award frames, assuming a similar number of schools attend the tournament, the OSAA invitational will bring in close to \$9,000. Even if we have numbers closer to the prior year, we would still bring in close to \$6,000. Increasing turnout at Showcase Night from this grant's assistance with marketing, décor, community awareness, and overall competitiveness, even without the concessions piece, the team would expect to earn closer to \$2,000 in fundraising profit. Fundraising of \$8,000 will be enough for 30 students to compete with multiple entries each at 6 (away) OSAA tournaments (\$3,750). Even if food costs double from the current amount to \$1,736.40, we are still well within budget. We can commit the remainder of the funds to travel and to unexpected expenses, such as district budget cuts. If the district cut our entire annual budget, with the OSAA grant, the team's balance would be at approximately -481.40, the deficit of which would be non-existent as we would fundraise through our minimal effort, mildly successful Fred Meyer Community Rewards (\$213.42 earned in two years) becoming moderately successful through increasing membership which will grow the number of families who participate. If needed, a mildly successful restaurant fundraiser or two would account for any of the remaining needed dollars.

Overall, the RHS Speech & Debate Team's receipt of the OSAA Foundation School Participation Grant would launch us into the competitive arena of our powerhouse program peers and begin to form an unprecedented legacy for our program. The funds would allow us to maximize our fundraising dollars by temporarily reducing material costs. Our fundraising dollars would build our capacity for increased membership and involvement among our student population and soften the blow of unexpected budget cuts. We will see a newfound respect for Speech & Debate, in the Reynolds community and in the entire state of Oregon. OSAA has never before awarded this grant to a Speech and Debate program. As one of the sole three-season sports, it is time.

SCHOOL/DISTRICT/COMMUNITY SUPPORT

The team coach has met with Reynolds High School building administration and received their support of this application. The district supports the building administration's decision. The Reynolds community, through media and publicity as well as involvement of staff as tournament judges, would like to see this program have fewer to no financial difficulties and more positive wins for our students and families. The Reynolds community and beyond supports our receipt of this grant money. See attached letters of support.

ATTACHED LETTERS OF SUPPORT



Dear Oregon School Activities Association Foundation,

My name is Mal Copeland and I'm writing on behalf of the Portland Urban Debate League in support of the Reynolds HS Speech and Debate Program. The Portland Urban Debate League (PUDL) was launched in 2019 to offer a unique and transformative extracurricular opportunity for high school students from low-income backgrounds and attending under-resourced schools. Reynolds HS was one of our founding members and through the leadership of Reynolds coach Valerie Schiller, has seen success both at PUDL tournaments and at more competitive state level competitions. To continue building the Reynolds program, they need significant funding to remedy their lack of practice space and dearth of resources. In order to facilitate practice speeches and debates, teams need their own space to give speeches without interruption. The more students in attendance, the more rooms are needed. The Reynolds program is growing and has students interested in different types of speech and debate events that are not supported by them all practicing in the same room. Speech events take a great deal of time to practice as only one person can practice and receive feedback at a time. In order to mirror competition settings, the room they practice in needs to be quiet and without students coming and going. With only one room available for practice at Reynolds, students are forced to practice their speeches in the halls. This can be distracting for the students as other schoolmates wander by, janitors clean the halls, and external noises distract them from their prepared speech.

As someone who has worked at several schools with 3-4 practice spaces available for speech and debate, I can speak to how helpful it is for students and coaches alike. Instead of fitting four speeches with coach feedback into an hour of practice, coaches use the additional practice space to have their team captains and assistant coaches watch speeches and give feedback, multiplying the number of students who get practice time and direct coaching by three to four times. This additional practice time with coaches and with a space that mirrors competition settings will drastically increase the confidence of students in their speeches and their competitive success.

The Reynolds HS Speech and Debate program is an indispensable source of student collaboration, community building, and competitive success within the Portland Urban Debate League and we would urge the grant committee to consider providing funding to support the program.

Mallory Copeland

Mallory Copeland

Executive Director, Portland Urban Debate League

STUDENT LETTERS

Dear School Administration/Decision Makers,

Speech and debate has become an activity that has evolved from just an extracurricular to something I have learned to use in my everyday life. While it meant waking up early and putting in significant effort, the experience has been incredibly rewarding and transformative for me.

Participating in tournaments allowed me to interact with students from various schools, exposing me to diverse perspectives and fostering a sense of healthy competition. Through these interactions, I learned valuable communication skills, the art of persuasion, and the ability to think critically on my feet (shout out to impromptu speaking!). The competitive environment pushed me to hone my abilities, resulting in personal growth and increased confidence in my skills.

Not only do they provide a platform for practical application of classroom learning, but they also offer invaluable opportunities for personal development. I was able to gain experience, enhance my confidence, and improve my public speaking skills, setting a solid foundation for my future endeavors.

The benefits of these experiences extend far beyond the competition itself, empowering me to excel academically and personally.

Marrylin Ogbonna

When I originally joined Speech in Debate, I was hesitant since I had never taken a class like this before, let alone a club like this. I only joined because I knew two people who would be joining. Although this was the case, I was scared that I wasn't going to like this class, so in the first lesson, we learned about debate, and with debate in September, we had to do a required debate against McDaniel High School, of course, I was scared and frightened because I'd never debated before, but although I had not much knowledge about it. I had a partner I had only known for approximately three weeks and a three-week knowledge of debate. My first round was poor, but my second round, my partner and I won. She was a freshman, and I was a junior but because of this one tournament we became excellent friends, and my anxieties about not knowing or meeting someone I felt comfortable with during the speech debate were absolutely eliminated.

As the months went, we had many tournaments and I was having trouble finding an event that I enjoyed, so when the Lewis and Clark tournament at the college came around, I chose impromptu as my event. Normally, I'm not good at thinking on my feet, but because of this, I learned a lot. Not only did I get to see other people's events, but I also learned about the event that was perfect for me. Yes, it was persuasive speaking. If I hadn't gone to this competition to compete or even spectate, I would not have discovered the event that hooked me on speech and debate.

The Reynolds High School Tournament, currently known as the Ryan Rutledge Tournament, was one of the last tournaments I attended last year. I was in novice oratory, and I had only been practicing this speech for about three weeks. But even though it wasn't memorized I wasn't scared, and I was confident that I knew what I was doing because of the afters school practices that we were optional but offered, and the guidance that Ms. Schiller, our teacher, provided us. Soon the results for the finals came out, and I made it, finishing second. I was quite proud of myself, but I just kept thinking to myself away that I was so glad I had joined Speech and Debate. I realized that if I hadn't joined this class, I would never have realized what I was capable of, and if I hadn't gone to any of the tournaments, I would never have discovered what it was genuinely like, and that I very much enjoyed it.

So, but as a first-year debate student as of last year, I attended every single one with joy and pride because I met the best people I've ever met, and even now, in the year 2023-2024, I've attended every single tournament, whether it's at the University of Oregon, in Oregon City, or right here at Reynolds High School. Tournaments have not wasted my time, but rather provided me with fresh knowledge and something to care about, which I did not have previously. People think this is a waste of time to attend, yet it gives many people something to look forward to, as well as a safe place to make speeches or rehearse theatrical interpretations of things they enjoy in an environment where they are not criticized. Although I am graduating this year, I am grateful to my teacher for offering students the opportunity to attend every single event where there were donuts every Saturday at 6:00 a.m. and food for the rest of the day. Not only will one meet fantastic people and make stronger connections, but they may never find something they genuinely enjoy as well as the outer knowledge experience they gain will never be lost on them, such as quick thinking, public speaking skills, memorization, and so much more.

Daniela Valenzuela

In September, I embarked on a nerve-wracking journey into the world of speech and debate. The thought of presenting and taking part in such a competitive and intellectually stimulating activity initially filled me with trepidation. However, as I immersed myself in the collaborative environment of my speech and debate class and team, I quickly realized the immense value and growth that awaited me. Through countless hours of practice, research, and preparation, I have garnered a wealth of experience and skills that have not only elevated my performance in speech and debate but have also enriched my overall communication abilities. Constructing persuasive arguments, delving into complex issues with critical thinking, and articulating my ideas with clarity and conciseness have become second nature to me. These skills have not only propelled me to success in speech and debate tournaments but have also proven invaluable in my academic pursuits and personal interactions.

One of the most notable transformations I have seen has been the enhancement of my language skills. Engaging in a variety of events such as Lincoln-Douglas debate, persuasive speaking, informative speaking, radio broadcasting, policy debate, and Big Question has broadened my vocabulary, refined my grammar, and heightened my fluency in English. This has not only made me a more effective communicator but has also bolstered my confidence in expressing myself persuasively and eloquently. Moreover, the competitive nature of speech and debate has pushed me to strive for excellence and continuously improve my performance. The thrill of competition in speech and debate has spurred me to compete at my best, leading to many wins in events such as LIELE, LD, persuasive speaking, informative speaking, radio broadcasting, policy debate, and Big Question. Each victory has not only been a source of pride but also a testament to the hard work and dedication I have invested in honing my skills.

The competitive landscape of speech and debate has not only honed my skills but has also instilled in me a drive for continuous improvement and a hunger for success. Each competition and tournament presented a new opportunity to test my abilities, engage with talented peers, and push myself beyond my limits. It was in those moments of intense competition that I truly discovered the depths of my passion for speech and debate. The victories I have secured in competitions have been more than just accolades; they have been milestones marking my growth and progress in this exhilarating journey. Whether it was appearing victorious in intense debates, delivering compelling speeches that resonated with the audience, or highlighting my ability in various events, each win served as a validation of my hard work, dedication, and perseverance.

Beyond the thrill of victory, the camaraderie and bonds formed with my speech and debate team have been invaluable. The shared moments of preparation, the collaborative efforts to refine arguments, and the mutual support during competitions have fostered a sense of belonging and unity within our team. Together, we have celebrated successes, learned from setbacks, and grown not just as individuals but as a cohesive unit dedicated to excellence. As I reflect on the transformative impact that speech and debate have had on me, I am filled with gratitude for the experiences, challenges, and victories that have shaped me into the confident and articulate individual I am today. The journey has not only bolstered my academic skills and communication abilities but has also instilled in me a lifelong passion for learning, growth, and intellectual exploration. Looking ahead, I am eager to continue my pursuit of excellence in speech and debate, armed with the lessons learned, the skills boughten the unwavering determination to push boundaries and surpass expectations. The stage is set for new challenges, new triumphs, and new opportunities for personal and academic development, and I embrace them with enthusiasm and a steadfast commitment to continuous improvement.

In conclusion, my journey in speech and debate has been a rewarding and transformative experience that has catalyzed my academic and personal growth. I am grateful for the opportunities I have

had to develop my skills, challenge myself, and engage with diverse perspectives. As I look ahead to the future, I am excited to continue this journey, knowing that the lessons learned, and experiences gained will continue to shape me into a more confident, articulate, and versatile individual. Also, my journey in speech and debate has been a transformative odyssey marked by growth, victories, and the unwavering pursuit of excellence. I am excited to see where this journey will lead me next, armed with the experiences, skills, and passion that will continue to propel me forward on this enriching and fulfilling path.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Grant Award for Dance Team Mirrors

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|---|
| <input type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

In April, the Regional Arts & Culture Council (RACC) awarded Reynolds High School with a \$4,000 grant to fund mirrors for the dance team. Mirrors are an important part of improving dance technique and group uniformity. These mirrors are on rolling wheels, not requiring any wall mounting. The RHS Dance Team does not have its own dedicated practice/rehearsal space and is moved around based on availability, such as between the small gym and the MPR, so rolling mirrors will be able to be moved as needed. Additionally, the mirrors are made with “glassless” material (usually mylar) so they are safer than traditional mirrors made with real glass.

Previous Board Action:

The Board is responsible for approving the acceptance of all grants.

Financial Implications:

The \$4,000 amount covers the cost of purchasing the mirrors as quoted by two vendors. Small purchases may be made by the Fine & Performing Arts Coordinator or Dance Coach for the upkeep of the mirrors, such as for microfiber cloths and a cleaning solution appropriate for mylar. If the mirrors do not come with covers, covers may be purchased or made as well.

The Arts Coordinator (Brittini Finley) will oversee the final report required by the RACC including the financial report, outlining the itemized budget, expenses, and contributions.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the acceptance of the RACC grant for the RHS Dance Team.

- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Application: Reynolds High School - Spring 2024

Brittini Finley - bfinley@rsd7.net
Arts3C - Creation, Cultivation & Community

Summary

ID: A3C-0000002583
Status: Application in progress

FY24 Arts3C Applicant Information

Completed - Jan 29 2024

Applicant Information Form

Be sure to review the [Arts3C Grant Guidelines](#) and the [FAQ](#).

If you have additional questions or need assistance as you complete your application, please email grants@racc.org for assistance.

Organization/Business Contact Information:

The following information is from your [Application Eligibility Profile](#) and informs how RACC would award and pay your grant. If this information is not correct, **please review your Applicant Eligibility Profile to update** before you continue with and submit your application.

Applicant Type: **Arts Organization/Arts Business**

Organization or Business Name: **Reynolds School District**

Legal Name for payment, if different:

Address: 1698 SW Cherry Park Rd Troutdale Oregon 97060

County: Multnomah County

Account User Contact: Brittini Finley bfinley@rsd7.net

Public Website and Social Media links (optional):

Website	https://www.reynolds.k12.or.us/rhs/raider-dance
Additional Social Media	https://www.facebook.com/reynoldsdanceteam/

How do you plan to receive grant Income? This should not change between submission and the receipt of any grant funding. It should be in alignment with your **Applicant Information** above. If you would prefer a different option, be sure to update your Applicant Eligibility Profile or contact grants@racc.org now.

As an Organization or Business with an Employer Identification Number, how are you organized to receive grant income?

501c3 nonprofit

Before you proceed with your application, it is strongly encouraged that you read the [RACC Arts3C Grant Guidelines](#). In addition, there are Info Session videos and an FAQ to answer your questions and support your process. Have you reviewed the Arts3C Grant Guidelines?

Yes

Have you ever received a grant from RACC before (Project, Professional Development, Make|Learn|Build, etc)?

No

Primary Artistic Discipline

By choosing to apply within a certain Artistic Discipline, along with genre/medium and Request Category, we are asking you to consider how you want to frame the discussion around your work and which arts community representatives will evaluate your proposal.

Dance/Movement

Primary Artistic Genre or Medium

(Provide additional details to aid in panel assignments. List up to 3 primary genres or medium; *e.g. comedy, photography, weaving, opera, aerial dance, fiction writing, documentary, video game, etc*):

Dance (activity/sport); Dance (performing arts)

Primary Request Category

Choose **one** or **maximum two** categories, for aiding panel assignments.

Responses Selected:

Art Project/Program

Equipment Purchase

FY24 Arts3C Grant Application

Completed - Feb 9 2024

RACC Arts3C Grant Application

Be sure to review the [Arts3C Grant Guidelines](#) and the [FAQ](#).

If you have additional questions or need assistance as you complete your application, please email grants@racc.org for assistance.

Working Title of your proposed Project or Activity (optional):

Purchase of Dance Mirrors

Grant Request Amount:

What funding level are you applying for? Choose one:

\$4,000

Remember: *A smaller grant request will have a more streamlined and simple application. A larger request amount requires more information and supplemental materials.*

Grant Request Timeframe:

What is the Start Date?

When did or does planning begin for the proposed work or activity?

Dec 1 2023

What is the End Date?

When do you anticipate all related work to be complete?

Aug 31 2024

Remember: To be eligible, your proposal end date must be after the grant award announcements are scheduled to be public and the grant cycle begins - currently April 30, 2024.

Grant Application Questions:

1. Tell us about your project or activity.

Provide as much detail and information as you can, including the content/story/themes, the technique/approach, and the intended outcomes. Up to 1,200 characters including spaces.

As a Title I school, Reynolds High School does not currently have a dance curriculum or classes and the dance program is limited to the after-school activity known as the Dance Team, which has fluctuated in size and opportunities in response to the COVID-19 pandemic. Still, it participates in competitions in Oregon throughout the entire school year.

The dance program also does not have its own dedicated rehearsal space. Until the '23-'24 school year, they bussed to an in-district middle school to use its gymnasium. Now, they flex spaces between the Multi-Purpose Room, RHS's smaller gymnasium, and more recently, the Auditorium. The purchase of rolling dance mirrors would allow the dance program to continue using various available spaces but in the future, we hope to provide the dance program a more permanent room to call home. After dance mirrors, our second priority is marley, a type of dance flooring that is safer to work on than the concrete or tile that the team is used to.

Does your request involve other artists, admin support, staff or board, community groups, vendors, service providers, etc?

Yes

2. Who is involved, what are they doing as part of this activity, and why did you select them?

Up to 1,000 characters including spaces.

The purchase of dance mirrors will require a vendor to provide us with and deliver the mirrors. We do not have an established vendor for dance equipment and supplies at this time, so after careful research, the two companies I'm primarily looking to purchase from are LiteMirror and Cartwheel Factory. These are the most affordable options. Cartwheel Factory is a west-coast-based dance and movement company, but LiteMirror specializes in manufacturing fire-rated glassless mirrors, and it has more established reviews with photos available online. It may be important to have two vendor options available if one falls through.

Care has been taken to research, to the best of my ability, the ethics and background of each company and its owners.

3. How does this activity impact you and move your artistic work forward?

Up to 1,000 characters including spaces.

Mirrors provide dancers with immediate visual feedback. While they are not an absolute necessity for dancing, practicing technique in front of mirrors is a helpful tool. This way, dancers can assess their form and postures and make adjustments without sole reliance on instructors for feedback. It also allows the group to visualize the performance and presentation from a third-person perspective. Mirrors can also benefit teachers by providing a mirror image of dancers behind them while demonstrating at the front of the class.

Therefore, providing the RHS Dance Team with mirrors is likely to improve the dancers' technique and skill, in turn leading to better results in competition and all-around a more positive experience for the dance. We hope that the improvement of positivity and attitudes will result in a ripple effect and encourage more students to join the team.

4. Will you engage with the public in the Portland tri-county area in a presentation or activity as part of this proposal?

Yes

If yes, what is the anticipated venue name and address with zipcode for the public involvement? If digital engagement, what are your platforms for reaching tri-county residents?

Up to 400 characters including spaces.

Ben Brooks Auditorium at Reynolds High School 97060

Is this location ADA-Accessible?

Yes

Remember: All RACC funded grant activities must happen in ADA-Accessible venues in order to be eligible.

\$3,000 Request Level & Above:

5. Who is the audience or participants for the public engagement, and what is your promotion, marketing, outreach, or distribution plan?

Up to 1,000 characters including spaces.

The participants for this project include the Reynolds High School Dance Team and its two coaches. The greater community associated with the Dance Team is the district's student body, the Performing Arts department, and other members including parents, students, and prospective students.

We're currently working on bolstering our online and social media presence and hosting dance performances in the Ben Brooks Auditorium, which has never before been done! As we work toward creating the foundations of a dance curriculum, we are formally introducing the RHS Dance Team as a performing arts group and not only an after-school activity (which is lumped in with sports). Performances in the Auditorium allow for full use of lighting equipment and specialized lighting design, access to our costumes and makeup rooms, and the collaboration of set and scenic designs, none of which is possible in gymnasium performances.

How many people do you estimate will attend the public engagement/s?

No commas.

500

\$4,000 Request Level & Above:

6. Please describe the overall expected timeline for your proposal between your start and end dates, including estimated timeframes for development, execution, promotion, and any final presentations.

Up to 1,000 characters including spaces.

If awarded the Arts3C grant, the purchase of the mirrors would take place as soon as possible. Based on the manufacturer's website, the ordering and shipment of the mirrors would take approximately three weeks. Therefore, we would anticipate the order to arrive by June. At the latest, we would aim to have the mirrors available to use before the start of the 2024-2025 school year. A presentation in the form of a dance concert would take place during the first semester of the school year, on or by December 2024 to cover the Dance Team's fall competition routine. The exact scheduling of this concert is dependent on the Dance Team's competition schedule, which is yet to be determined at this time.

7. What accessibility considerations are you making to support your audience or participants?

This could be physical (such as ASL, closed-captioning, CART, etc.) financial (such as scholarships, subsidized tickets, etc.) or other considerations. Up to 500 characters including spaces.

The Dance Team hosts a yearly competition that has been able to pay off more than half of the team's participation dues for the last three years. The Dance Team also does various other fundraising activities so that students have not had to pay out of pocket in during those years. Additionally, Coach Elise Marlett is on the board of directors of the Dance Drill Coaches Association (DDCA), which provides an opportunity scholarship students are encouraged to apply for.

Closing Statement:

RACC grants are distributed from public funds, which means they are investments in the creative landscape of the community that have been paid into by the tri-county community. Knowing that, is there anything else you would like the Community Reviewers to know in support of your application?

Up to 1,000 characters including spaces.

Coaches Elise Marlett and Alyssa Paulson, and Coordinator Brittini Finley are greatly invested in the performing arts program at Reynolds High School and aim to grow the arts curriculum. We hope to include a broader representation of our community, support students in need, and provide a safe space for at-risk students. The arts program has, on the whole, lost momentum following the COVID-19 pandemic but we hope to reestablish our success in the community through individual program growth and outreach.

After you "Mark as Complete" all the required tasks, you will need to click the green "Submit" button to submit your application for consideration.

FY24 Arts3C Grant Budget

Completed - Jan 29 2024

RACC Arts3C Grant Budget

If you have questions or need assistance as your complete your budget, email grants@racc.org for assistance.

Grant Request Amount:

\$4,000

Proposal Costs

List all expenses directly related to the total cost of your proposed activity. Your expenses total may be higher than your RACC grant request. You will detail other contributions or fundraising to make up the difference.

Expenses

Provide detail as estimated calculations in the **Description** with who/what and how much for each item and then the total in the Amount (example: "Three artists at \$18/hr for 50 hours each" Amount: "\$2,700" or "Five 2'x3' canvas at \$27 each, Two 3'x4' canvas at \$65 each" Amount: \$265").

Consider expenses such as artist fees, supplies/materials, space rental, registration fees, travel costs, design or consultant fees, marketing or promotion costs, ASL interpretation and Access services, other purchases, etc.

	Budget Item Description	Amount
1	(5) 6'x6' rolling glassless mirrors at \$730 each	3650
2	Shipping	950
3		
4		
5		
6		
7		
8		
9		
10		
Total Costs:		4600.0

Proposal Contributions

List all cash or donated (in-kind) contribution sources you will put toward your total cost listed above. Indicate whether the contribution is Confirmed or Projected.

Revenue

The first line should be your RACC Grant Request of **\$4,000** and listed as "Projected".

Provide detail on estimated revenue in the **Description** with who/what and how much for each item and then the total in the Amount (example: "*Approx. 150 tickets; \$15 (student tix) to \$25 each, avg. of \$22*" Amount: "\$3,300" or "*Anticipate 10 enrolled workshop students, \$25 each*" Amount: \$250").

Consider **Sources** such as applicant cash, specific grants, fundraiser events, online campaigns (ie. GoFundMe or Patreon), ticket sales, anticipated work or merchandise sold, class or workshop fees, or in-kind donation of goods or services etc. In-kind donations should be clearly indicated with a specific source and what cost line item it covers above.

You may need to scroll to the right to see the "Amount" column, depending on your browser.

	Contribution Source Description	Confirmed or Projected?	Amount
1 - RACC Grant	Arts3C Grant Request	Projected	4000
2	FPAC consumables budget	Confirmed	600
3			
4			
5			
6			
7			
8			
9			
10			
Total Contributions:			4600.0

1. Verify that your request amounts match.

Is your RACC Grant Request in line one of your Proposal Contributions ?

Yes

2. Verify that your budget is balanced (i.e. total costs and total contributions sums match).

Yes

3. Which budget items listed above will the RACC grant funding primarily support?

Purchase of rolling glassless dance mirrors for the Dance Team.

Upload Resumes or Bios

Completed - Feb 9 2024

In this section, upload the artistic resume, CV, or bio of the applicant (individual artists), resume or bio for any main collaborating artists, and/or the resumes or bios of contractors, consultants, and/or project lead staff members (organizations), if applicable.

Don't forget to click the green "Submit" button when all Tasks are complete to submit your application.

[Elise Marlett Resume](#)

Filename: Elise_Marlett_Resume.pdf Size: 108.9 kB

[Alyssa Paulson Resume](#)

Filename: Alyssa_Paulson_Resume.pdf Size: 174.3 kB

[Brittni Finley Resume](#)

Filename: Brittni_Finley_Resume.pdf Size: 197.5 kB

Provide Work Samples

Completed - Feb 9 2024

Provide artistic work samples showcasing your previous work/programming, as well as other key artists or contractors involved and supporting the proposal, if applicable.

The size and number of materials is not limited, however keep in mind that Community Reviewers will be spending **no more than about 15 minutes** looking at supplementary materials. You can direct viewers to important sections of longer material

For online work samples other than Vimeo or YouTube, put the website link into a document with a description, save as a PDF, and upload. If your online material has a password, do not forget to provide in the description.

After upload, you can edit the description of your work sample for further clarity.

Don't forget to click the green "Submit" button when all Tasks are complete to submit your application.

[Dance Video Links](#)

Filename: Dance_Video_Links.pdf Size: 25.8 kB

Upload Cost Research Documentation

Completed - Jan 29 2024

Provide price lists, quotes, estimates, or **documentation of cost research** to support the proposed budget for key expenses or purchases related to your proposal (this now applies to all request levels).

[LiteMirror Estimate](#)

Filename: LiteMirror_Estimate.pdf Size: 101.7 kB

[Est 30598 from CWF Flooring Inc](#)

Filename: Est_30598_from_CWF_Flooring_Inc_12832.pdf Size: 111.8 kB

Upload Additional Information to Support Proposal

Completed - Feb 9 2024

In this section, upload additional information relevant to the proposed opportunity, such as video introductions, COVID-19 safety protocols for venues, letters of invitation or support, brochures, links to websites, proposals from consultants, or other materials that provide more detail about the opportunity.

For online work samples other than Vimeo or YouTube, put the website link into a document with a description, save as a PDF, and upload. If your online material has a password, do not forget to provide in the description.

[rhs school profile 23-24](#)

Filename: rhs_school_profile_23-24.pdf Size: 175.0 kB

[2223-Profile-957](#)

Filename: 2223-Profile-957.pdf Size: 1.6 MB

ELISE MARLETT

713 SE 11th Circle, Troutdale, OR 97060 | C: (503)962-0838 | elle.marett@gmail.com

SUMMARY

Dancer with 20 years of training and education as well as 6 years of experience coaching a high school dance team. My 6 years as a coach I was also our head choreographer and am able to create and teach unique dances to help build up dancer's technique and ability while having fun. Seeking employment as a coach again because I love building up high schoolers and passing on my love for dance to them.

HIGHLIGHTS

- Ballet
 - Jazz
 - Hip Hop
 - Tap
 - Contemporary / Modern
 - Excellent Choreographer
 - Innovative ideas and techniques
 - Motivated to teach young people
-

EXPERIENCE

06/2001 – 06/2012: *Dance Studio*

Deborah Messinger School of Dance – Gresham, OR

I took studio classes every week from the age of 4 until the age of 15 in Ballet, Jazz, Tap, Hip Hop and some gymnastics. I performed at recitals twice a year and kept a busy schedule. I only left studio after my Freshman year of high school because my AP classes and Dance Team schedule were very busy and I didn't have time for studio and team.

05/2011 - 04/2015: *High School Dance Team*

Reynolds High School Dance Team – Troutdale, OR

I was on the Varsity Dance Team at Reynolds for all 4 years of high school and was voted Captain my senior year. I learned a lot of new things switching from studio to dance team from working in a large team to dance without mirrors and change my perspective. Dance team was a huge part of my high school experience and meant a lot to me. It taught me a lot about being a leader and working with others as a member and later a captain.

07/2015 - 08/2017, 07/2019 – 09/2020: *Volunteer Coach / Assistant Coach*

Reynolds High School Dance Team – Troutdale, OR

I became a volunteer coach right after graduating high school for 2 years before leaving for college. When I graduated I returned and took over the Assistant Coach position. My focuses have been on choreography and creating the routines and leading the creative process for State and team gear. Last year, as the assistant, I stepped up and helped Annemarie with some of the more administrative parts of Coaching.

09/2020 - Current: *Head Coach*

Reynolds High School Dance Team – Troutdale, OR

I have been the head coach of the Raider Dancers since taking over in 2020. Taking on all of the administrative side of coaching on top of creative routine planning and choreography. Our program has been steadily growing since the 2020 shut down dwindled our numbers. I am so excited for the progress we have been making for this program and watching our team improve.

EDUCATION

2015: Honors Diploma

Reynolds High School — Troutdale, OR, USA

I took all possible AP classes and maintained mostly straight As. I was in the top 10% of my class and graduated with a 3.87 GPA and an Honors Diploma. I was also very involved in the arts programs and took art and photography classes every term along with being on the yearbook staff for two years and was the Editor in Chief my senior year.

2015 – 2017: AAOT

Mt. Hood Community College — Gresham, OR, USA

I was a full time student for two years at MHCC earning my Oregon Transfer degree to take to UO. I remained on the Dean's honor list all of my 8 terms here, graduating with a 3.47 GPA. I took some extracurricular courses in dance and human anatomy to continue my involvement and knowledge of dance.

2017 – 2019: Bachelor of Science in *Art and Technology; Minor in Business*

University of Oregon — Eugene, OR, USA

I graduated with a 3.64 GPA and made the Dean's List for 7 of my 8 terms here. Besides my art and business-related classes here, I took a dance course each term and even studied the anatomy of Human Movement. I learned so much from all the wonderful instructors and guest choreographers at the school of dance at UO and hope to pass it on to others.

REFERENCES

Marlena Nunley

Former Head Coach – Reynolds High School Dance Team

Phone: (503)201-5789

Email: marlenanunley@gmail.com

Janna Johnson

Social Worker and Former Coach – Reynolds High School / Dance Team

Phone: (503)522-9836

Email: jannajohnson73@gmail.com

Annemarie Schulte

Former Head Coach – Reynolds High School Dance Team

Phone: (360)560-3331

Email: annemariepaigeschulte@gmail.com



ALYSSA PAULSON

MUSIC EDUCATOR & DANCE COACH

TEACHING EXPERIENCE

ASSISTANT DANCE TEAM COACH

Reynolds High School 2019 - Present

- Teaching choreography and fundamental dance abilities to kids with little to no experience in dance for them to compete and become stronger physically, mentally, and emotionally.
- Structuring practices with my head coach to create timeline for individual practices, weekly benchmarks, and monthly goals to stay on track for competitions.
- Managing money, clothing, transportation documents and arrangements, and assessing budget for the year and next.
- Mirroring healthy behaviors and conversation fostering a safe environment centered upon brave learning and sportsmanship for the individual and the team.

INTERIM CHOIR DIRECTOR

Reynolds High School June - December 2023

- Choir Director was on maternity leave, so I had taken over until she returned.
- Planning repertoire, building strong foundation of music theory through music.
- Building community through student agency — choir is an ensemble which relies on collaboration from everyone involved.
- Musical variety and thorough knowledge of repertoire rehearsed (history of the piece, time period, cultural factors at the time of composition, language variations between old and modern languages.)

FRESHMAN SUCCESS & HISTORY TEACHER

Reynolds High School January 2024 - Present

- Create and execute curriculum to aid freshman success and personal awareness during their first year in high school.
- Work together with team to support students who are in need of extra academic, social, and emotional supports.

HEAD DANCE COACH

Walt Morey Middle School September 2017 - June 2018

- Create routines, create and manage team calendar, & provide performance opportunities throughout the community. Partnered with after school Sun Program for accessibility to kids.

CONTACT

✉ alyssajunepaulson@gmail.com

☎ 503-915-9708

📍 Troutdale, Oregon

PROFESSIONAL SKILLS

- Organization of Music
- Piano Proficiency
- Music Theory Proficiency
- Music History Proficiency
- Sung in 20+ languages, including Arabic, Maori, Church Slavonic, and Hindi
- Thoroughly immersed in Culturally Responsive, Social-Emotional Learning
- Lesson pacing based in psychology
- Vocal knowledge & application with anatomical foundation
- Empathetic & Approachable
- Consistent, trauma-informed classroom management
- Classically Trained Vocalist

REFERENCES

Ethan Sperry

Director of Choirs | Portland State University
Esperry@pdx.edu
503-381-7822

Karen Bohart

Choir Director | Wilsonville High School
bohark@wlwv.k12.or.us
971-678-2983

Melissa Albert

Choir Director | Reynolds High School
malbert@rsd7.net
503-314-3029

EDUCATION

PORTLAND STATE UNIVERSITY 2018 - 2022

Bachelor of Music in Music Education, *Dean's List*.

President of Portland State Chamber Choir - 2022-2023

CNAfME - President of Collegiate Chapter of National Association for Music Educators at Portland State - 2021-2022

¹⁷⁵
3 International Tours with Portland State Chamber Choir - in Greece, touring entire country singing with various vocal groups throughout the region; including representing the USA at the World Exposition of Choral Music in Lisbon, Portugal 2022. Performed at the San Marco Basilica in Venice, Italy and competed in the Seghezzi International Choral Competition in Gorizia, Italy 2023.

Brittni Finley

(408) 886-8599

brittnialicia@gmail.com

Summary

An organized and highly motivated events manager with a background in stage management for performing arts. Good teamwork skills and the ability to work independently. Experience leading teams during rehearsals, performances, and events. Independently driven, highly collaborative, and emotionally intelligent. A strong desire for growth, responsibility, and leadership.

Education

California State University, Long Beach AUGUST 2013 - DECEMBER 2016

Bachelor of Arts: Technical Theatre with an emphasis in Stage Management

Southern Oregon University JANUARY 2023 - ONGOING

Master of Business Administration: Nonprofit Management

Experience

Reynolds High School / Fine & Performing Arts Coordinator

AUGUST 2023 - PRESENT / PORTLAND, OR

The Fine & Performing Arts Coordinator plans, schedules, coordinates, and budgets performances and fine arts events throughout the Reynolds School District. She is responsible for overseeing the arts facilities, which include a 500-seat auditorium, a black box theatre, and several arts department classrooms. The Coordinator also supervises overhire and student staff during work days, set-ups, strikes, performances, and rehearsals. She also advises and teaches stage management and technical positions to stagecraft students.

South Coast Repertory / Operations Coordinator

MARCH 2022 - AUGUST 2023 / COSTA MESA, CA

Responsibilities of the Operations Coordinator include budget tracking and bookkeeping for Operations expenses, coordinating with all SCR departments and staff, keeping inventory of goods such as paper goods and alcohol, task management, team delegation, maintaining and distributing the facilities schedule and Operations staff schedule, and coordinating with vendors and contractors. A large portion of this position is dedicated to event management and acting as the team's event lead to execute on-site events alongside departments like Development, Marketing, and more.

Knott's Berry Farm / Production Stage Manager

OCTOBER 2017 - MARCH 2021 / BUENA PARK, CA

The Production Stage Manager serves as the primary point of contact in Knott's Berry Farm's Entertainment department and is responsible for maintaining the quality of the shows. It is the stage manager's responsibility to solve problems, make decisions, lead, schedule staff, manage projects, supervise events, and serve as a liaison between upper management and other members of the production team.

Townsend Opera / Production Manager

APRIL 2017 - OCTOBER 2017 / MODESTO, CA

The Production Manager is responsible for creating production calendars and schedules, providing leadership across directing and design teams, overseeing load-in, strike, rehearsals, and run-throughs for productions by collaborating with the production team, overseeing a small budget for productions, and hiring stage management staff and technicians for performances.

The Western Stage / Production Stage Manager

MAY 2016 - AUGUST 2017 / SALINAS, CA

The Production Stage Manager oversees productions from start to finish by assisting the Production Manager with production schedules and coordination among the design team. Working side-by-side with directors, stage managers oversee the rehearsal process, produce paperwork for its organization and upkeep, and run performances. The position requires leadership, quick problem-solving, time efficiency, and prominent decision-making skills.

Skills

Team leadership
Budgeting and bookkeeping
SOP documentation
Microsoft: Word, Excel, Outlook, Teams, Powerpoint

176 Suite/Google Workspace
Mac, Windows
Zoom, Asana, Notion, Canva
Working with students at all ages

<https://www.instagram.com/p/CqPE9UDrA4Y/>

- Instagram video of Reynolds High School's Dance Team at the 2023 State competition

<https://www.facebook.com/reynoldsdanceteam/videos/708443343656114/>

- Facebook video of Reynolds High School's Dance Team at the 2022 State competition

Subject: Re: LiteMirror
Date: Thursday, January 18, 2024 at 12:01:58 PM Pacific Standard Time
From: dpowers litemirror.com
To: Brittni Finley
Attachments: Outlook-nxuwq1aj.png, Outlook-brfgi5n1.png, Outlook-ecr0grev.png

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.

Hi Brittni,

Thanks for contacting us and I'm happy to assist you.

The 6' x 6' rolling stand mirrors cost \$730 each x 5 = \$3650
Shipping - \$950

Total - \$4600

If you wanted to make them multipurpose mirrors, with a whiteboard on the back, add \$288 per mirror.

Please let me know.

Thanks,
Donna

Donna Powers
VP Sales & Marketing
LiteMirror
Lighter, Brighter & Safer
50 S Buckhout St, Suite 106
Irvington, NY 10533
Tel 1 (914) 231-7330
Toll Free - 1 833 9 MIRROR
Cell 1 (914) 309-6105



From: 123ContactForm <noreply@123formbuilder.com>
Sent: Tuesday, January 16, 2024 3:58 PM
To: dpowers litemirror.com <dpowers@litemirror.com>
Subject: [My Form]

Name:	Brittni Finley
Email	bfinley@rsd7.net
Phone	4088868599
Address	1698 SW Cherry Park Rd Troutdale OR 97060 United States
Indicate if Residential or Commercial Address:	Commercial

178

Size and Quantity	(5) 6x6
Please indicate Wall Mount, Rolling Stand, Floor Stand and/or Event Mirror	rolling stand
How did you hear about LiteMirror?	internet search
Please add any comments and if this is for an arena	for dance classes at a public school
Wood frame	None

The message has been sent from 73.96.97.188 (United States) at 2024-01-16 16:58:12 on Chrome 120.0.0.0
Entry ID: 1339

CWF Flooring, Inc.
38325 6th St. E.
Palmdale, CA 93550

Estimate

Date	Estimate #
1/17/2024	30598

Name / Address
Brittini Finley Portland OR 97230

Ship To
Brittini Finley Portland, OR 97230

Terms
Virtual Terminal

Item	Description	Qty	Cost	Total
RFSV6x6	6 ft. x 6 ft. Vertical Glassless-Lite™ Dance Mirrors, w/Wheels. 100% Reflective / 0%+- Distortion Value:	5	689.00	3,445.00
Shipping via Truc...	Glassless-Lite™ glassless mirrors are made to order and ship out via truck freight in approx. 4 weeks. Delivery is between 9:00am-5:00pm only. Tracking numbers will be emailed. Liftgate service is not included. Customer must remove box off the truck. No appointment or heads-up is provided for delivery unless requested and paid for. All deliveries are to the address, curbside only. Freight company will not enter the house or building. THIS QUOTE IS VALID FOR THREE DAYS ONLY.	1	359.73	359.73

We appreciate your prompt payment.	Subtotal
	Sales Tax (0.0%)
	Total

Tel.1- 661-273-8700	FAX 1-661-885-8300	Sales@CartwheelFactory.Com
----------------------------	---------------------------	--



CWF Flooring, Inc.
38325 6th St. E.
Palmdale, CA 93550

Estimate

Date	Estimate #
1/17/2024	30598

Name / Address
Brittini Finley Portland OR 97230

Ship To
Brittini Finley Portland, OR 97230

Terms
Virtual Terminal

Item	Description	Qty	Cost	Total
Features	<*>The Original Glassless-Lite™ Portable Mirrors<*> •Light weight for effortless portability •Reflective quality equal to glass mirrors •Shatterproof but fragile •Safe for a children's environment •Rollable for a multitude of perspective & applications •Made in USA ◇◇APPLICATIONS◇◇ *Dance Studios *Fitness Areas *Body Building *Gymnastic/Sport Training *Martial Arts/MMA *Theatre Arts/Stage Work *Kinesiological Analysis / Critique *Fashion Shows *Retail Stores *Personal/Private Use *Trade Shows *Backscatter Prevention "Glassless-Lite™" is a registered trademark of CWF Flooring Corporation in the U.S. and other countries.		0.00	0.00

We appreciate your prompt payment.	Subtotal
	Sales Tax (0.0%)
	Total

Tel.1- 661-273-8700	FAX 1-661-885-8300	Sales@CartwheelFactory.Com
----------------------------	---------------------------	--



CWF Flooring, Inc.
38325 6th St. E.
Palmdale, CA 93550

Estimate

Date	Estimate #
1/17/2024	30598

Name / Address
Brittini Finley Portland OR 97230

Ship To
Brittini Finley Portland, OR 97230

Terms
Virtual Terminal

Item	Description	Qty	Cost	Total
PostalCheck-ACH	For payments made via Electronic Check/ACH (Choose Electronic Check/ACH under Payment Method after you click Add to Cart). We also accept payments via Bill.Com, Zelle, Western Union or mailed checks. These payment methods receive a 2% discount (\$70) At our Virtual Terminal include the discount in the empty dollar field, then click Add to Cart. Payments made by credit card do NOT receive a discount.		0.00	0.00

We appreciate your prompt payment.	Subtotal	\$3,804.73
	Sales Tax (0.0%)	\$0.00
	Total	\$3,804.73

Tel.1- 661-273-8700	FAX 1-661-885-8300	Sales@CartwheelFactory.Com
----------------------------	---------------------------	--





REYNOLDS HIGH SCHOOL

Profile 2023-2024

Reynolds School District #7 | Fairview, OR

Information

Mailing Address:
1698 SW Cherry Park Road
Troutdale, OR 97060
Phone: 503.667.3186
Fax: 503.667.3096
CEEB Number: 381178
Website: www.reynolds.k12.or.us/rhs

Administration

Mike Anderson, Principal
Ryan Aldred, Asst. Principal/A.D.
Dee Archie, Asst. Principal
Alejandra Barragan, Asst. Principal
Lisa Griffith, Asst. Principal
Dena Henry, Asst. Principal
Andre Hawkins, Asst. Principal
Emmett Pearson-Brown, Asst. Principal

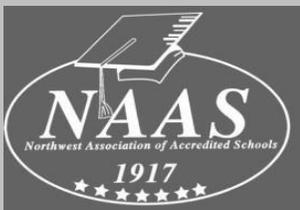
Counselors

Jeff Bethke, 9th Grade
Rebecca Chenoweth, 11th Grade
Daniel Eldridge, 12th Grade
Kim Johnson, 10th Grade
Camille McPhee, 9th Grade
Gary Roberts, 12th Grade
Stephanie Schmitt, 9th Grade
Annarie Wergeland, 10th Grade
Olivia Young, 11th Grade

Office Staff

Jocelyn Martinez-Rivera, Counseling Secretary
Randy Caamal, Registrar
Laura Goodrick, Registrar

Shannon Selby, College & Career Center Coordinator



School and Community:

Reynolds High School is a comprehensive, four-year public high school serving over 2,000 students in grades 9-12. Reynolds School District serves five smaller suburban towns in the Greater Portland metropolitan area and includes 11 elementary schools (K-5), three middle schools (6-8), one alternative high school (10-12), and Reynolds High School (9-12). Reynolds High School is accredited by the Northwest Association of Accredited Schools and a member of the College Board.

Reynolds has a comprehensive English Language Learners (ELL) program, serving about 450 students who speak over 50 different languages. The composition of the student body:

American Indian/Alaska Native 1%	Asian 9%
Black/African American 8%	Hispanic/Latino 48%
Multi-Racial 6%	Pacific Islander/Hawaiian 3%
White 26%	Free/Reduced Lunch 95%+

Academic Program:

Reynolds High School offers a diverse program of studies for all students. Along with standard and advanced course offerings in the core academic subjects of Language Arts, Math, Science and Social Studies, students can pursue classes in the Arts (Visual and Performing), Career Technical Education (CTE), Wellness, and World Languages (Spanish and French).

Center for Advanced Learning (CAL): a partner charter school which provides high school students hands-on learning experience in CTE fields including medical, dental, apparel design, entrepreneurship, digital media, engineering, and manufacturing.

Middle College: a cooperative program between Mt. Hood Community College and Reynolds High School. The program allows RHS juniors and seniors to take a full-time (12 credit) college course load at MHCC during the Fall, Winter, and Spring terms. Students earn dual credit toward their high school diploma and their desired college certificate or degree.

Senior Inquiry: a dual credit program through Portland State University (PSU). Students are exposed to an academically rigorous course of study team-taught by Reynolds High School instructors and PSU professors. This is a two-period offering that will afford successful completers the opportunity to earn up to 15 PSU credits.

Advanced Placement and Dual-Credit Courses:

AP Human Geography	Senior Inquiry (dual credit, see above)
AP World History	Pre-Calculus (dual credit)
AP US History	Accelerated Chemistry (dual credit)
AP US Government and Politics	Human Anatomy and Physiology (dual credit)
AP Language and Composition	Spanish for Heritage Speakers 3 (dual credit)
AP Literature and Composition	Early Childhood Education 2 (dual credit)
AP Statistics	Early Childhood Ed. Practicum (dual credit)
AP Calculus	Speech and Debate (dual credit)
AP Biology	
AP Environmental Science	

Rank Order and GPA:

Reynolds computes both weighted and unweighted GPAs. Unweighted rank and GPA is calculated based on the cumulative grade point average of all classes on a four-point scale. Weighted GPA is calculated with a weighted differential based on a five-point scale for AP and select dual-credit courses. The highest weighted GPA for the class of 2023 was 4.4.

Grading Calculation			
Grade		Grade Points Given	Weighted Courses
A	Excellent	4.0	5.0
B	Above Average	3.0	4.0
C	Average	2.0	3.0
D	Minimum Passing Grade	1.0	1.0
F	Failing	0.0	0.0
P	Pass (grants credit but not counted in GPA)	0.0	0.0
NP	No Pass	0.0	0.0
WF	Withdraw Fail (not included in GPA)	0.0	0.0
I	Incomplete	0.0	0.0

Graduation Requirements – Standard Diploma	
RHS graduates are required to earn 24 credits in the following content areas for the Standard Diploma .	
Language Arts	4 credits
Math	3 credits
Science	3 credits
Modern World History	1 credit
U.S. History	1 credit
American Government	0.5 credit
Economics	0.5 credit
Health	1 credit
P.E.	1 credit
Electives	6 credits
World Lang/CTE/Arts	3 credits

Graduation Requirements – Honors Diploma	
RHS graduates are required to earn 27 credits , have a GPA above 3.5 and complete four classes with weighted grades for the Honors Diploma .	
Language Arts	4 credits
Math	3 credits
Science	3 credits
Modern World History	1 credit
U.S. History	1 credit
American Government	0.5 credit
Economics	0.5 credit
Health	1 credit
P.E.	1 credit
Electives	9 credits
World Lang/CTE/Arts	3 credits

Matriculation List

- | | | |
|-------------------------------------|--|-------------------------------|
| ◆AMDA | ◆Johnson and Wales University | ◆Southern Virginia University |
| ◆Arizona State University | ◆Lewis and Clark College | ◆Stanford University |
| ◆Biola University | ◆Linfield College | ◆University of Hawaii-Hilo |
| ◆Clarkson University | ◆Massachusetts Institute of Technology | ◆University of Hawaii-Manoa |
| ◆Chicago College of Performing Arts | ◆Northwest Nazarene University | ◆University of Oregon |
| ◆Coe College | ◆Oregon State University | ◆University of Portland |
| ◆College of Idaho | ◆Pacific Northwest College of Art | ◆University of Redlands |
| ◆Concordia University | ◆Pacific University | ◆Warner Pacific College |
| ◆Corban University | ◆Portland State University | ◆Wellesley College |
| ◆Eastern Oregon University | ◆Princeton University | ◆Western Oregon University |
| ◆Evergreen State College | ◆Seattle Pacific University | ◆Willamette University |
| ◆George Fox University | ◆Southern Oregon University | |
| ◆Grand Canyon University | ◆Southern University at Baton Rouge | |



OREGON AT-A-GLANCE SCHOOL PROFILE

Reynolds High School

PRINCIPAL: Michael Anderson | GRADES: 9-12 | 1698 SW Cherry Park Rd, Troutdale 97060 | 503-667-3186



Students We Serve

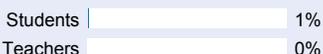


2,303

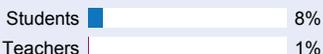
Student Enrollment

DEMOGRAPHICS

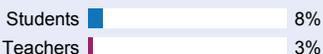
American Indian/Alaska Native



Asian



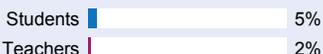
Black/African American



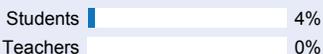
Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



55%

Ever English Learners



58

Languages Spoken

15%

Students with Disabilities

95%

Required Childhood Vaccinations

>95%

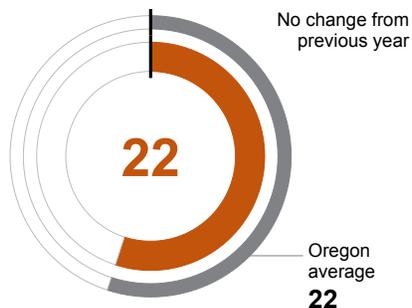
Free/Reduced Price Lunch

*<10 students or data unavailable

School Environment

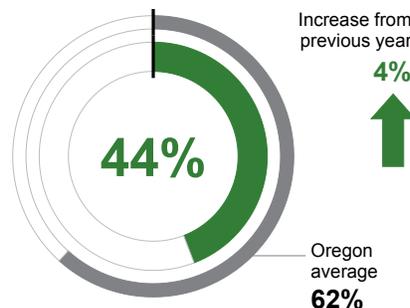
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

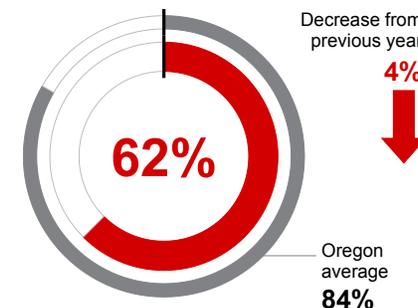
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

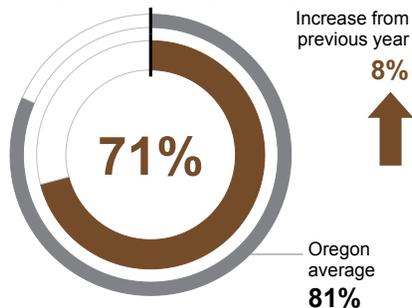
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

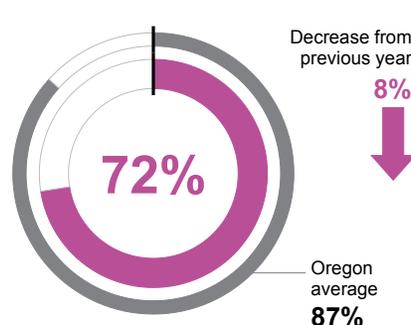
ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2018-19 graduating in 2021-22.



FIVE-YEAR COMPLETION

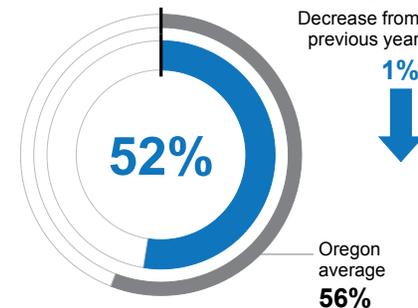
Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2017-18 finishing in 2021-22.



COLLEGE GOING

185

Students enrolling in a two or four year college within 16 months of completing high school in 2020-21. Data from the National Student Clearinghouse.



School Goals

We are committed to improving outcomes for all students. Over the last several years we have seen a steady rise in our on-time graduation rate through improvements made to instruction and critical supports implemented at the 9th grade level. Our areas of focus will continue to concentrate on traditionally underserved students to improve outcomes ensuring on-time graduation and post-secondary opportunities for all.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to create a welcoming and safe environment for all students and families. We are committed to providing a positive and culturally rich school experience for all we serve. Bilingual staff members in the main office, counseling, attendance, and in a variety of other critical areas provide service and support to all who enter our doors. Students and families are met with a network of staff committed to creating a safe and inclusive environment.



OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Reynolds High School

2022-23

Outcomes

Our Staff (rounded FTE)



113

Teachers



18

Educational assistants



9

Counselors/
Psychologists/
Social Workers



87%

Average teacher retention rate over the past three years



79%

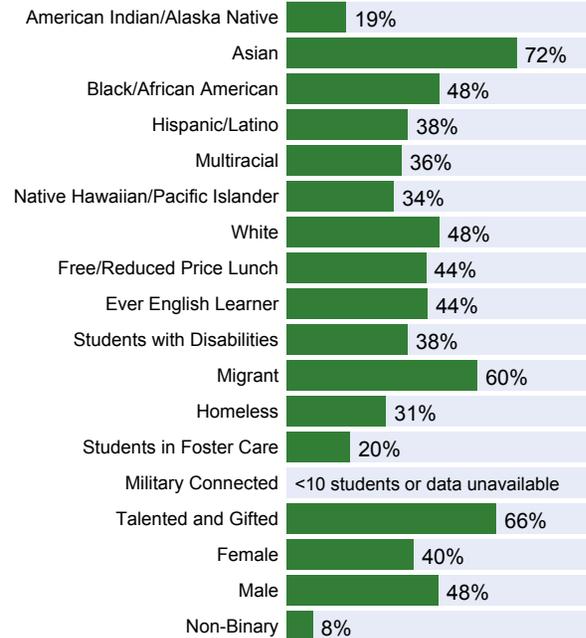
% of licensed teachers with more than 3 years of experience



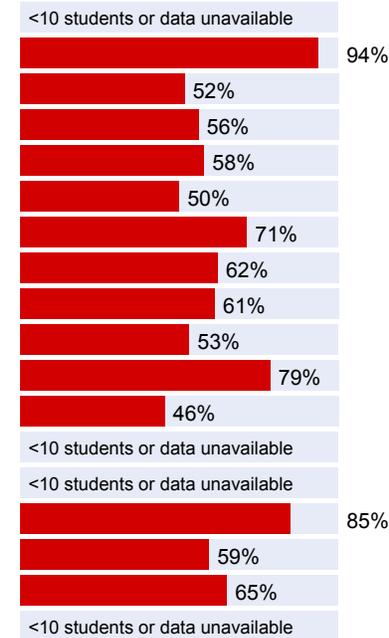
Yes

Same principal in the last 3 years

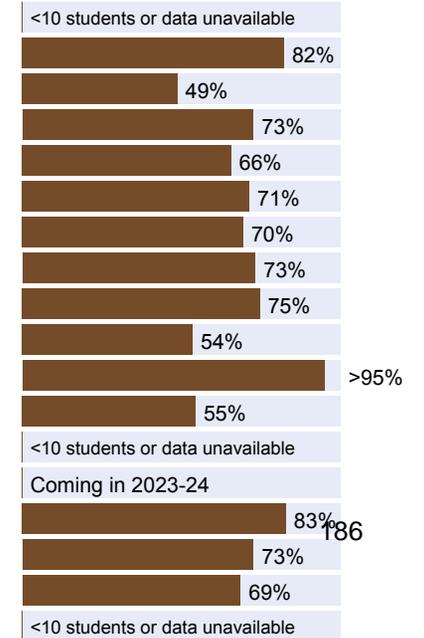
REGULAR ATTENDERS



ON-TRACK TO GRADUATE



ON-TIME GRADUATION



About Our School

ADVANCED COURSEWORK

Our school offers 10 different Advanced Placement (AP) courses and a host of dual credit offerings through Mt. Hood Community College, Portland State University, and other institutions. Highlighted courses include: Literature and Composition, Language and Composition, Calculus, Statistics, Environmental Science, Biology, World History, Human Geography, US Government and Politics, US History, Spanish, Speech and Debate, Early Childhood Education, Senior Inquiry and more.

CAREER & TECHNICAL EDUCATION

Our students have the opportunity to take a variety of Career Technical Education courses in addition to core academic and advanced placement options. Career Technical Education courses include Automotive, Computer Science, Culinary Arts, Early Childhood Education, Engineering, Graphics, Metals Manufacturing, and Woods/Construction.

EXTRACURRICULAR ACTIVITIES

We are committed to family engagement through a variety of opportunities each school year. Families participate in back to school night, fall and spring conferences, culturally specific family nights, sporting events, fine and performing arts events, and much more. Families are also able to stay connected even when they cannot attend events in person through our monthly RHS Newsletter, counseling team phone calls, and community partner outreach.

PARENT & COMMUNITY ENGAGEMENT

We are committed to family engagement through a variety of opportunities each school year. Community engagement is critical to the success of our students and families. Our school has strong partnerships with African Youth Community Organization, All Hands Raised, Campfire, Center for African Immigrants & Refugees, College Possible, El Programa Hispano-Catholic Charities, Greater Than, Immigrant & Refugee Community Organization, Latino Network, Medicine Bear, Metropolitan Family Services, Migrant Education, Multnomah County Mental Health, Native American Youth & Family Center, Northwest Family Services, Schools Uniting Neighborhoods, Self Enhancement Inc., and others to ensure that all students are provided opportunities to thrive.



Regional Arts & Culture Council

Arts3C Grant Guidelines

Creation, Cultivation & Community in the region

The **RACC Arts3C Grant** program is available to support the making and sharing of artistic work and the development of the arts community in the Portland, Oregon region including Multnomah and Washington Counties (FY24).

Awards are up to \$5,000.

Next Grant Application Due Date:

Wednesday, February 14, 2024 by 5:00pm

Grant awards in this cycle announced by **April 30, 2024**.

Apply online in the [RACC Opportunity Portal](https://racc.org/apply) at racc.org/apply.

Grants Team Assistance:

Ingrid Carlson – icarlson@racc.org

Monica Parra Allen - mparra@racc.org

Yaelle S. Amir - yamir@racc.org

Accessibility: We are committed to making our programs and services accessible to everyone. Please contact us directly or at grants@racc.org to request any accommodations, translation, interpretation, or other assistance you need in completing this process.

Interpretation services available, email info@racc.org

Servicio de interpretación disponible

Предоставляются услуги переводчика

Có dịch vụ thông dịch

通訳サービスあり

INTRODUCTION

The Regional Arts & Culture Council (RACC) grant programs provide resources to increase the community's access to a wide range of arts and culture, and promote RACC's core values:

- **Accessibility** – Inclusion, simplicity, and ease
- **Advocacy** – Visibility, resources, and impact
- **Equity** – Racial justice and representation in services and investments
- **Diversity** – Of art forms and artistic traditions
- **Community** – For belonging, support, and connection
- **Innovation** – Testing and adapting; finding new ways to deliver value

The RACC Arts3C Grant program is for Multnomah and Washington County applicants creating and sharing arts and culture programming in all disciplines. (Clackamas County applicants are not eligible in spring 2024.)

You can apply to support your **artistic output**, such as projects, programming, or presentations, or apply to support your **internal capacity**, such as operations, personal or professional development, or business investment. You will be asked to clearly explain what you need grant funding to support, and then make the case for how the public investment of the grant will impact both you and the community.

When applying for a RACC Arts3C Grant, **you may submit only one application in a grant cycle and receive only one grant within 12 months.**

You will select the grant request amount of up to \$5,000. A smaller grant request (\$1,000 or \$2,000) will have a more streamlined and simple application. A larger request amount (\$3,000 to \$5,000) requires more information and budget details. Our intention is to make grant awards at the level requested. However, in rare instances, the award amount may be less than requested based on panel review and recommendations.

ELIGIBILITY

RACC makes grant awards to individuals, nonprofits, arts-based businesses, Limited Liability Companies (LLC), partnerships, and other legally organized entities. To be eligible for the RACC Arts3C Grant, you must:

1. Physically reside or be headquartered, with your legal address shown on your W-9 form/income tax return, within Multnomah or Washington County. Applicants with a PO Box will need to provide additional proof of residence or physical location. Clackamas County residents are not eligible in FY24 due to funding.
2. Be an artist, arts organization, arts business, or other organization applying for an **arts activity**.

3. Complete all final report requirements for current RACC grant awards. **You may have only one RACC grant open at a time.**

FUNDING & ELIGIBILITY RESTRICTIONS

1. **Applicants with open grants**, including Project, Professional Development, Make|Learn|Build, or Arts3C grants, are not eligible until your activity and reporting on past grants is complete.
2. **Applicants that have already received an Arts3C Grant within the year** (previous consecutive grant cycles) are not eligible to apply.
3. **One eligible applicant should apply on behalf of a collaboration.** Proposals from more than one applicant for the same project or activity will not be considered.
4. **Individuals enrolled as a student in a degree or certificate program in the arts** at the time of application are not eligible.
5. **Organizations receiving RACC General Operating Support Grant funding** are not eligible to apply, but may act as fiscal agents or partner on an activity.
6. The proposal End Date and public presentation must be set after grant award announcements are scheduled and the grant cycle begins. This is April 30, 2024 for this cycle. **Activities that have already fully taken place, regardless of applicant submitted End Date, will not be considered.**
7. All programming supported with RACC grant funding **must take place in ADA-accessible spaces.** If you have questions about ADA-accessibility, please contact the RACC Grants Team at grants@racc.org.
8. **Available funding from Multnomah and Washington Counties may impact awards** to applicants headquartered/residing in those counties. Clackamas County did not contribute funding for grantmaking in FY24.
9. **Grant awards are taxable income**, and all non-exempt grantees will receive a 1099-NEC for the total amount paid to them by RACC in a calendar year.
10. Members of the **RACC Team, Board of Directors, or current RACC contractors are not eligible** to apply.

APPLICATION PROCESS & REVIEW

You must submit the required application and supplementary material through the [RACC Opportunity Portal](#) at www.racc.org/apply by the stated deadline. The Grants Team will review your material for eligibility and categories (see pages 7 & 8). Applications will be **grouped based on discipline, request categories, and applicant type**. The applications are **evaluated by panels made up of Community Reviewers** and facilitated by RACC Team members.

The review panels will use the following criteria and award up to 7 points for each measure. The individual Community Reviewer scores on a panel are averaged for a panel score, which determines the ranking of the applications on the panel. Funding is then awarded based on that ranking of the average scores.

REVIEW CRITERIA

1. **Strength of concept** - *including evidence of planning and proposal clarity.*
2. **Quality of artmaking and experience** - *including demonstrated ability of the artists and professionals involved as evidenced by resume/bio and work samples.*
3. **Impact on the applicant** – *including evidence of benefit, advancement, or growth to the artist or organization.*
4. **Engagement with an audience and/or community** – *including thoughtful and effective sharing of the project, program, product, or outcome within the region.*
5. **Financial Readiness** - *including budget detail and cost documentation clearly supporting the activity and request amount.*
6. *[For requests of \$5,000]* **Alignment with one or more of RACC's core values:** Accessibility, Advocacy, Equity, Diversity, Community, Innovation.

THINGS TO CONSIDER BEFORE YOU APPLY

- When choosing your **grant request level and proposal focus**, consider your most immediate needs and what would have the greatest impact at this time.
- When choosing your Primary Discipline, genre/medium, and request categories, take into account the applications you would like to be considered alongside.
- **Materials are reviewed online.** Make sure file names clearly reflect the contents of the file, all website links are correct, and access codes/passwords are provided when necessary. Do not upload more materials than requested.
- **Review panels** will be made up of a cross-section of individuals from the arts, cultural, and creative community within the greater region. The panels will review and score applications according to review criteria listed above.
- Reviewers with a **conflict of interest** will not be permitted to offer an opinion or score on the application in question.
- **Panel meetings will not be open to the public.** You may contact the RACC Grants Team to schedule a one-on-one **feedback session** once award notifications are sent out via email.
- The number of review panels are determined by the number of applications submitted in a grant cycle. **The percent of funded applications** in each panel is the same.
- **Grant awards will be based on** funds available, panel rankings, and RACC's work to increase investment in under-represented communities, including people who identify as Black, Indigenous, Latinx, Asian, Pacific Islander, or Multiracial; immigrants and refugees; people with disabilities; homeless or houseless communities; and/or LGBTQIA+ people.
- Review panels will make grant award recommendations, and in rare instances, the **award amount** may be less than requested.
- Final grant award recommendations will be reported to the **RACC Board of Directors**.
- All grant applicants will be **notified of funding decisions** via email and within their account at the **RACC Opportunity Portal**.

GRANT AWARDS & ADMINISTRATION

As a grantee, **you will receive the full grant award after submitting the Grant Agreement and W-9 form** via the RACC Opportunity Portal (racc.org/apply). You will be required to submit a **Final Report** after your activity is complete. Awardees will receive a detailed **Grant Administration Guide** upon notification of the grant.

Grant awards are taxable income, and all non-exempt grantees will receive a 1099-NEC for the total amount paid to them by RACC in a calendar year.

Grantees are strongly encouraged to claim grant funds prior to June 30. Grant awards that are **not claimed** within 12 months of the award date will be **forfeit**.

ACKNOWLEDGMENT (CREDIT TO RACC)

Please **acknowledge support by RACC** in all printed materials such as programs, newsletters, press releases, and related online promotion of your activity. We ask that you use the **RACC logo** (racc.org/logos) when space and format permit. If space is limited, the text “This project was funded in part by the Regional Arts & Culture Council.” can be used to credit RACC.

For **social media** posts, we encourage you to @mention RACC. This helps meet your requirements for acknowledging the grant support and allows RACC to re-share your posts.

- **Instagram:** @regionalarts
- **Twitter:** @R_A_C_C
- **Facebook:** @Regional Arts & Culture Council

FINAL REPORT REQUIREMENTS

At the conclusion of the funded project or activity, you will submit a Final Report via the RACC Opportunity Portal (racc.org/apply), along with applicable documentation. Submission of the Final Report will affect eligibility for future grant cycles.

Final Reports will include:

- Information on **successes, challenges, and feedback** on the grant process.
- **Final itemized budget** with actual costs and contributions where revenues should be equal to or greater than total expenses.
- Materials that show **acknowledgement of RACC** through credit or use of the logo on websites, social media, and in other material such as brochures, programs, press, or publicity.
- **Documentation** of the completed artwork or activity, such as photos, videos, articles, receipts, etc.

It is your responsibility to notify RACC by email and in advance of any **changes in the grant status** or activity completion.

All grant recipients must **uphold the commitment to accessibility**, and all programming supported by RACC funding should take place in ADA-accessible spaces, provide captioning and/or ASL interpretation when appropriate, and be open to anyone in the community.

APPLICATION ASSISTANCE

The RACC Grants Team is available to answer questions and support applicants throughout the process. Contact us at grants@racc.org with your questions or to request the following support:

- **Technical Support** for the RACC Opportunity Portal
- **Translations Services** and Language Support
- Accessibility and **ADA accommodation requests**
- **Grant Info Sessions** - Dates, times, and location for these sessions will be posted online (racc.org/grants) and recorded Info Sessions will be posted to YouTube.
- **Grant Draft Review** - The RACC Grants Team is happy to read a draft of your application and provide feedback. This service is provided on a first-come/first-served basis and applicants who have not received RACC funding in the past will be prioritized. Please prepare your narrative and budget in the RACC Opportunity Portal, save a draft, and then email grants@racc.org to request a time. We will review the draft you have saved online and schedule a time to provide feedback over the phone. Your draft application and the draft request email, **must be received no later than the TUESDAY of the week PRIOR to the deadline** to allow time to prepare and schedule feedback. Late requests cannot be accommodated due to the volume.



Regional Arts & Culture Council

Arts3C Grant Application Questions

Submit your application at racc.org/apply

Applicant Information Form

- Eligibility Profile
- Public Website and Social Media Profiles
- How are you organized to apply for and receive grant income?
- Are you currently enrolled as a student at college, university, or in a professional certification program?
- Have you ever received a grant from RACC before (Arts3C, Project, Professional Development, Make|Learn|Build, etc)?

By choosing to apply within a certain Artistic Discipline, along with genre/medium and Request Category, **we are asking you to consider how you want to frame the discussion around your work** and which arts community representatives will evaluate your proposal.

Primary Artistic Discipline (Choose your primary discipline for aiding panel assignments):

- Dance/Movement
- Film/Video
- Folk Arts/Cultural Arts
- Literature
- Media Arts (Audio/Computer/Technology based)
- Multi-Discipline
- Music
- Socially-Engaged Art Practice/Social Practice
- Theatre/Musical Theatre
- Visual Arts (2D and 3D)
- Other Discipline (specify):

Primary Artistic Genre or Medium (Provide additional categories to aid in panel assignments. List up to 3 primary genres or medium (100 characters limit); *e.g. comedy, photography, weaving, opera, aerial dance, fiction writing, documentary, video game, etc*):

Request Categories (choose one or maximum of two, for aiding panel assignments):

- Art Project/Program
- Career Development
- Operating Expenses
- Art or Cultural Event
- Exhibition
- Installation
- Mural
- Live Performance or Concert
- Fair or Festival Event
- Publication & Distribution
- Studio Recording & Distribution
- Live Screening
- Digital Distribution
- Equipment Purchase
- Workshop Presentation or Reading
- Teaching a Community Workshop/Class
- Arts in K-12 Schools
- Arts in Higher Education
- Attend a Conference
- Attend an Artist Residency
- Other (specify)

Arts3C Grant Application:

Working Title of your proposed Project or Activity (optional):

Grant Request Amount (choose one):

- \$1,000
- \$2,000
- \$3,000
- \$4,000
- \$5,000

Grant Request Timeframe:

What is the Start Date? *When did or does planning begin for the proposed work or activity?*

What is the End Date? *When do you anticipate all related work be complete?*

Grant Application Questions:

1. Tell us about your project or activity. *(Provide as much detail and information as you can, including the content/story/themes, the technique/approach, and the intended outcomes. Up to 1,200 characters including spaces.)*
2. Does your request involve other artists, admin support, staff or board, community groups, vendors, service providers, etc? Yes/No

If Yes, who is involved, what are they doing as part of this activity, and why did you select them?

If No, as the only artist involved, please outline what you are doing as part of this activity?
(Up to 1,000 characters including spaces.)

3. How does this request impact you and move your artistic work forward? (*Up to 1,000 characters including spaces.*)
4. Will you engage with the public in the Portland area in a presentation or activity as part of this proposal? Yes/No

If yes, what is the anticipated venue name and address with zipcode for the public involvement? If digital engagement, what are your platforms for reaching residents? (*Up to 400 characters including spaces.*)

If yes, is this location ADA-Accessible? Yes/No/Unknown, please explain:

[\$3,000 Request Level & Above]

5. *If yes to public engagement*, who is the audience or participants for the public engagement, and what is your promotion, marketing, outreach, or distribution plan? (*Up to 1,000 characters including spaces.*)

How many people do you estimate will attend the public engagement/s? (*Number only.*)

If no to public engagement, how does this grant investment make a difference for your audiences or your local community in the region? (*Up to 1,000 characters including spaces.*)

[\$4,000 Request Level & Above]

6. Please describe the overall expected timeline for your proposal between your start and end dates, including estimated timeframes for development, execution, promotion, and any final presentations. (*Up to 1,000 characters including spaces.*)
7. *If yes to public engagement*, what accessibility considerations are you making to support your audience or participants? (*This could be physical such as ASL, closed-captioning, CART, or financial such as scholarships, subsidized tickets, etc. Up to 500 characters including spaces.*)

If no to public engagement, how does this grant investment have long-term impact for your artistic business? (*Up to 500 characters including spaces.*)

[\$5,000 Request Level]

8. Select which RACC Core Values apply to your proposal and explain: (*Up to 1,000 characters including spaces.*)
 - Accessibility
 - Advocacy
 - Equity
 - Diversity
 - Community
 - Innovation

Closing Statement:

RACC grants are distributed from public funds, which means they are investments in the creative landscape of the community that have been paid into by the community. Knowing that, is there anything else you would like the Community Reviewers to know in support of your application? (Up to 1,000 characters including spaces.)

BUDGET

List all expenses directly related to the total cost of your proposed activity. Your expenses total may be higher than your RACC grant request. You will detail other contributions or fundraising to make up the difference.

Provide detail as estimated calculations in the **Description** with who/what and how much for each item and then the total in the Amount (example: "Three artists at \$18/hr for 50 hours each" Amount: "\$2,700" or "Five 2'x3' canvas at \$27 each, Two 3'x4' canvas at \$65 each" Amount: \$265").

Consider expenses such as artist fees, supplies/materials, space rental, registration fees, travel costs, design or consultant fees, marketing or promotion costs, ASL interpretation and Access services, other purchases, etc. Expenses should line up with Cost Documentation required for larger grant requests.

Proposal Costs or Expenses:

Budget Item Description:	Amount
<i>Example: artist fees (3) at \$18/hr for 50 hours each</i>	<i>\$2,700</i>
<i>Example: Theatre Venue, load in, 4 nights performances, load out</i>	<i>\$950</i>
<i>Example: 200 postcards and stamps; 3 social media ads</i>	<i>\$350</i>
TOTAL COSTS:	<i>Example: \$4,000</i>

Proposal Contributions or Revenue:

List all cash or donated (in-kind) contribution sources you will put toward your total cost listed above. Indicate whether the contribution is Confirmed or Projected. In the first line, include the amount of funding you are requesting from RACC and mark it as Projected.

Provide detail on estimated revenue in the **Description** with who/what and how much for each item and then the total in the Amount (example: " *Approx. 150 tickets; \$15 (student tix) to \$25 each, avg. of \$22*" Amount: "\$3,300" or "*Anticipate 10 enrolled workshop students, \$25 each*" Amount: "\$250").

Consider **Sources** such as applicant cash, specific grants, fundraiser events, online campaigns (ie. GoFundMe or Patreon), ticket sales, anticipated work or merchandise sold, class or workshop fees, or in-kind donation of goods or services etc. In-kind donations should be clearly indicated with a specific source and what cost line item it covers above.

Contribution Source Description	Confirmed or Projected?	Amount
<i>Example: RACC Grant</i>	<i>Projected</i>	<i>\$2,000</i>
<i>Example: Applicant Cash</i>	<i>Confirmed</i>	<i>\$500</i>
<i>Example: Approx. 150 tickets, \$10 each</i>	<i>Projected</i>	<i>\$1,500</i>
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL CONTRIBUTIONS (Total needs to match Total Costs):		<i>Example: \$4,000</i>

1. Verify that your request amounts match. Yes/No
2. Verify that your budget is balanced (i.e. total costs and total contributions sums match). Yes/No
3. What will the RACC grant funding support? (*Up to 500 characters including spaces.*)

SUPPLEMENTAL MATERIAL REQUIREMENTS

Supplementary materials must be uploaded through the [RACC Opportunity Portal](#) to complete your application. Preferred format and file types are **website links, PDFs, and JPEGs**. Keep in mind that reviewers will spend an average of 15 minutes reading, watching, and reviewing supplementary materials, so curating appropriate material is important. Links to hosted media are preferred to large media file uploads that present problems with streaming. Additional information is available in the application form at racc.org/apply.

- Individual applicants should upload your **artistic resume or bio**.
- All applicants should upload **resumes or bios for main collaborating** artist(s), contractors, consultants, and/or lead staff, if applicable.
- Provide **work samples** showcasing your previous work/programming and that of other key artists or contractors involved and supporting the proposal.
- Provide price lists, quotes, estimates, or **documentation of cost research** to support the proposed budget for key expenses or purchases related to your proposal (this now applies to all request levels).
- Optional opportunity for **all applicants** to include information relevant to the activity or event outlined in the proposal, such as video introductions, letters of invitation or support, brochures, links to websites, proposals from consultants, and/or any other materials that provide detail about the opportunity.
- Applicants **with a Fiscal Sponsor** will upload a Memorandum of Understanding (MOU) to confirm the relationship.

RACC Arts3C Grant Administration Guide

Congratulations on receiving an Arts3C Grant from RACC! This page provides all the information you will need to administer your grant, including appropriate acknowledgement of the grant support.

Please email grants@racc.org at any time with questions or if you need assistance.

RACC “How To…” Administration Videos

RACC has created a series of short videos to walk grant recipients through each step of the grant administration process.

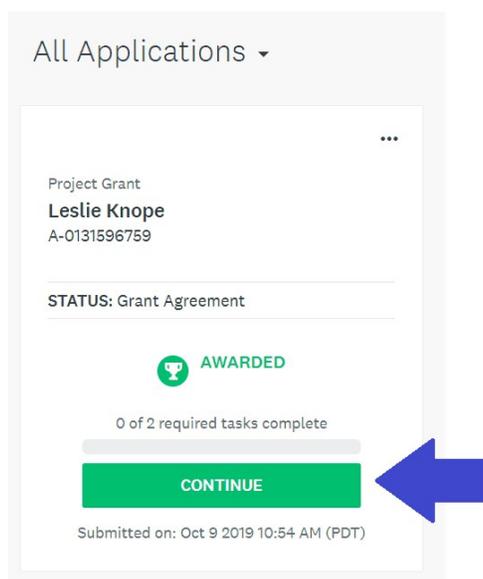


You can check out [RACC YouTube “How To” Series](#) for videos to support your work in the RACC Opportunity Portal and general grant administration, including How To...:

- Complete your RACC Grant Agreement
- Fill out your W-9 Form
- Help RACC share your work on Social Media
- and more!

Step 1: Complete Your Grant Agreement

The first step is to submit your Grant Agreement Form online. To access the form, go to the [RACC Opportunity Portal](#) and log into your account. Once you log in, you will see the funded grant listed on your dashboard and in the “My Applications” section:

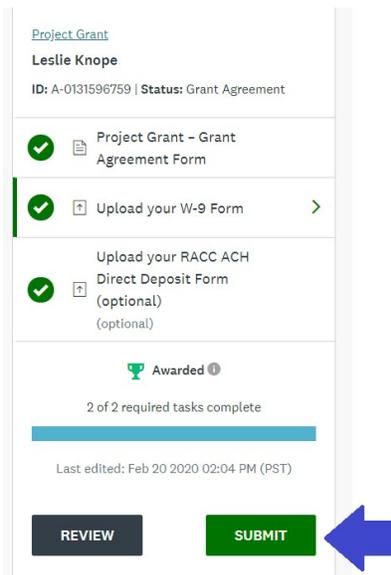


Find your grant that has been “Awarded” and has the status of “Grant Agreement”. Click the green button which will say “Start” or “Continue” depending on whether you’ve already uploaded any W-9 or ACH materials.

Once you open the grant page, you will need to complete the following Tasks:

1. Complete the Grant Agreement Form. If any of the contact information on the form is incorrect, be sure to update your applicant profile! If your legal name and/or address is different than the information you provided on your application, be sure to add that information.
2. Upload your signed [W-9 form](#) or verify that the one on file is correct.
3. [Optional] Upload a signed copy of RACC’s [ACH Direct Deposit form](#). Please make sure to provide the RACC form and not a cancelled check or other form from your bank. This is optional but recommended – you need to complete this form to have the funds directly deposited into your bank account. If you don’t provide this form, we will mail you a paper check, but due to COVID office closure, checks are only printed and mailed once a month.

Once you have completed these tasks, be sure to click the green button in the column on the left hand side of the screen labeled “Submit”:



You will receive a confirmation email when your Grant Agreement has been successfully submitted. A member of the RACC grants team will check your paperwork and be in touch if we have any questions.

Your full grant payment will be sent via check or direct deposit within 20 business days. If you have questions about the timing of your grant payment, please let us know!

Step 2: Acknowledge RACC funding support

When promoting and presenting your event or sharing your artistic activities, it is important to acknowledge RACC's support. This allows us to share your projects on our platforms and helps our communities see the impact of public funding for the arts.

Logo Usage

On printed and web materials, we ask that grantees include the RACC logo. **Please defer to using the primary and secondary logos whenever possible.** The alternate logo that includes our acronym is only to be used in situations where the primary and secondary RACC logos have become illegible due to small size. This logo is to be accompanied by the organization's full name (Regional Arts & Culture Council) in a caption or in close proximity where it makes most sense.

Learn more about usage and download the RACC logo in a variety of formats at racc.org/logos.



If in situations where no sponsor logos are included, RACC support should be acknowledged verbally or written as follows: "[Name of project or activity] is funded in part by the Regional Arts & Culture Council." When speaking with press, grantees are encouraged to acknowledge RACC support.

Social Media

RACC's Communications team is eager to support and uplift our grantees via our social media channels. We prioritize stories from underrepresented communities including Asian, Black, Latinx, Native American, Pacific Islander, LGBTQ, and artists from communities with barriers to traditional support systems. To ensure we can find your content, we offer the following suggestions:

[Instagram](#) | @regionalarts

In a post on your Instagram feed, mention us in the description and tag us in the photo @regionalarts. On your Instagram story, tag us @regionalarts so we can re-share it on our own story.

[Facebook](#) | @Regional Arts & Culture Council

Tag @Regional Arts and Culture Council in your post. Please do not request for RACC to cohost your event on Facebook.

[Twitter](#) | @R_A_C_C

Mention @R_A_C_C on your post, so we can retweet.

We strive to connect with and follow the accounts of our artistic community on social media. If you are not present on social media, but would still like us to share information about a RACC supported project, please reach out to our team (comms@racc.org) about this or any other social media questions or suggestions you might have.

RACC Sponsored Events Calendar

Located in the lower right-hand corner on the main page of racc.org is the “[RACC Sponsored Events Calendar](#)”, powered by Travel Portland. If you would like your event to appear on the calendar, please visit calendar.travelportland.com to “Submit an Event”. Be sure to mark your event as “RACC Funded.” Once your event is verified, it will automatically appear on RACC’s calendar on the main page.

Step 3: Complete Your Funded Activity!

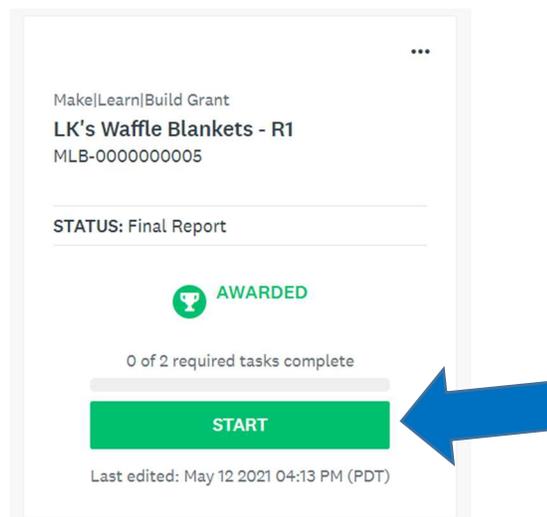
1. Track your expenses and document your activity:
You will need this information later for your Final Report! More information about reporting requirements is provided in Step #4.
2. Consider the ADA accessibility needs for your project:
Projects that receive public support must be fully ADA accessible and inclusive to every individual. The assurance of equal opportunity for all people to participate in the arts is fundamental. Check out these resources and others to build Access into your programming
 - <https://www.ada.gov/>
 - [ADA National Network planning guide for making temporary events accessible](#)
 - [Disability Intersectionality Summit – Places to Start](#)
 - [Access is Love: Reading List and Resources](#)
3. Notify Grants team so we can see your work!
You are encouraged to keep the RACC Grants team apprised of your project dates and invite us to attend your event! You can reach us at grants@racc.org.

4. Thank your Elected Officials for their Public Support:

RACC grants are made possible by funds from the City of Portland, Multnomah County, Washington County, Clackamas County, and Metro. Please consider thanking your [Elected Officials](#) for their public support, and letting them know about your work.

Step 4 – Submit Your Final Report

Once your funded activity is complete, log back into the [RACC Opportunity Portal](#) to fill out your Final Report. You will access the Final Report tasks by clicking the green “Start” button for the awarded grant with the Status of “Final Report”.



The Final Report requires the following components:

1. Final Report Form. This form includes narrative questions about the activity, a budget section, and questions about the number of people involved/impacted.
2. Materials that show use of the RACC logo or other acknowledgement of RACC’s support. This could be web links, brochures, programs, press releases, new clippings, screen shots, etc.
3. Evidence of completed activity. This could be photos, web links, receipts, or other evidence that your RACC funded opportunity was completed successfully.

Please keep in mind that compliance with final reporting requirements in previous grant cycles will be considered when the applicant's future grant applications are in review.

Once you have completed all of these components, be sure to click the green button labeled "Submit". You will receive a confirmation email when your Final Report has been successfully submitted.

A member of the RACC grants team will review your Final Report and be in touch if we have any questions or need additional documentation. When your final report is approved, you will receive a confirmation email.

Questions?

If you have questions after reviewing this guide, or if you need assistance with grant administration, please contact us. We are here to help!

You can reach the Grants team at grants@racc.org.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Grant Acceptance: ODE Grant Agreement #36805

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

Upon passage of HB 4082, the Oregon Department of Education established a Summer Learning Grant Program. The Reynolds School District applied and was awarded resources to support academics and enrichment.

Previous Board Action:

The Board is responsible for approving the acceptance of all grants.

Financial Implications:

The grant award is for \$1,500,000 for expenses within the grant period of Summer 2024 only.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the acceptance of ODE’s Summer Learning Grant.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 36805

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

SECTION 1: AUTHORITY

Pursuant to HB 4082 (2024), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Agency will provide funding to Grantee in support of its Summer Learning Programs to accelerate learning, enhance academic growth, and provide youth development opportunities for students Pre-K through 12th grade in accordance with HB 4082 (2024).

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of April 1, 2024 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on October 18, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Raquel Gwynn, Education Specialist
Office of Teaching, Learning and Assessment
255 Capitol Street NE
Salem, OR 97310
Phone: (503) 947-5785
raquel.gwynn@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Holly Langan
1204 NE 201st Ave
Fairview, OR 97024

Phone: 503-661-7200
hlangan@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 \$1,500,000.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through the Statewide Education Initiatives Account (“SEIA”), appropriated through HB 4082 (“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.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority. Grantee represents and warrants to Agency that:
 - 8.1.1 Grantee is a school district and is 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.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may,

in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.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.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to

a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

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

insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee,

Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended 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, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2** 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 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 19.11 Contracts and Subgrants.** Grantee may not, without Agency’s prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency’s consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits:
- Exhibit A (the “Project”)
 - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized

representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Philip Hofmann, Deputy Director of Procurement

May 31, 2024
Date

Reynolds School District 7

By: F. Caropelo
Authorized Signature

06/04/2024
Date

Frank Caropelo
Printed Name

Superintendent
Title

93-6000836
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email
Kevin Gleim, Assistant Attorney General

05/20/2024
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In response to the educational disruptions caused by the COVID-19 pandemic, the Oregon Legislature authorized funding for summer learning in 2021 and 2022 in the form of budget bills. These funds were aimed to support students' return to in-person instruction, facilitate connection building, provide resources to address the immediate needs of students, and address unfinished learning. Despite efforts, there was a gap in funding for 2023, which Governor Kotek highlighted as critical unfinished work.

In 2024, the Legislature addressed this funding gap through HB 4082 by approving a plan to spend \$30,000,000.00 to provide academic enrichment and youth development for Pre-K through 12th grade students during the summer of 2024. HB 4082 authorizes Agency to make available the funds as grant funding to participating school districts, charter schools, and education service districts for summer programs.

The 2024 State Summer Learning Grant marks a significant shift from the initiatives of 2021 and 2022. This change is guided by legislative mandates aimed at using these funds to secure measurable academic improvements among students. HB 4082 sets forth stricter borders for implementation than the programs of 2021-22, drawing on evidence-based research and practices that have demonstrated success.

These grants are designed to accelerate learning and enhance academic growth. Striving to do more than fill learning gaps, these programs seek to transform summer into a time of deep learning through enriching educational experiences that transcend the limitations of a traditional summer school model. In accordance with HB 4082, Grantee's summer learning program shall:

- 1) Provide academic enrichment aligned with academic content standards adopted under ORS 329.045 and focused on mathematics, science, language arts, or personal financial education, and provide credit recovery or transition programming if applicable;
- 2) Provide youth development using a broad array of well-rounded enrichment opportunities that include hands-on, inquiry-based, and project-based learning and support students' mental, emotional, and social well-being; and
- 3) Provide equitable access, outreach, and family engagement using culturally and linguistically responsive approaches to student academic success and well-being, and engaging families as partners in students' academic success.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will distribute Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

Grantee shall use and implement the Summer Learning Grant Funds in accordance with HB 4082 and all other applicable laws, regulations, and guidance.

Grantee agrees to the following:

- Program Design and Goals: Grantee’s program shall be designed explicitly to meet all stated grant goals, ensuring alignment with the educational objectives of HB 4082.
- Program Duration: Grantee shall offer a minimum of 80 continuous hours of programming, offering substantial engagement for the students served.
- Focus on Combined Focal Student Groups (students in one or more of the focal student groups as defined in OAR 581-014-0001): Grantee’s services shall prioritize Combined Focal Student Groups by implementing strategies that are culturally and linguistically responsive, particularly for Focal Student Groups and their families, and ensure that the program addresses the needs of students who are most in need of support.
- Partnership Requirement: Grantee shall establish a partnership with at least one other organization, enhancing the program's reach and impact through collaborative efforts.
- Students Experiencing Disabilities: Grantee shall consider an intentional and explicit focus on identifying and addressing the needs of students experiencing disabilities, providing accommodations, removing barriers to accessing summer programs, improving collaboration, and providing targeted resources and support in summer learning programs.
- Adherence to Procurement Policies: Grantee shall strictly follow their agency’s procurement policies and procedures, ensuring transparency and accountability in the use of funds.
- Information Dissemination: Grantee shall disseminate information about the State Summer Learning Program to students and families in a manner that is understandable and accessible, ensuring all potential participants are well informed.

ELIGIBLE PROJECT ACTIVITIES

Grantee’s program may include indoor or outdoor activities, as well as additional courses, that supplement classroom learning. Programs may vary widely with some focused on academics that offer courses in science, math, language arts, etc., while others may be more elective in nature, with classes such as art, music, and cooking. Programs must include both academic enrichment aligned to state content standards and youth development activities. Grant Funds must support the goals of the Grantee’s State Summer Learning Grant program. Grantee may use Grant Funds for social, emotional, and mental health services for students.

Grantee may use the Grant Funds for eligible State Summer Learning Grant expenses related to:

- Providing personnel and staffing for a summer learning program, including professional development;
- Providing summer learning, including curriculum, technology, and other supplies;
- Contracting with partners and other third parties to provide a summer learning program,
 - Contracted services cannot make up more than 90% of the total Grant Funds, excluding indirect expenses;
- Removing barriers to student participation in a summer learning program;

- Providing facilities that will support and accommodate a summer learning program;
- Providing student transportation to and from a summer learning program;
- Providing nutritious snacks and meals to students attending a summer learning program;
- Engaging family members in summer learning program activities; and
- Indirect expenses up to a maximum of 10% of the total Grant Funds.

Grantee may **not** use funds for capital expenditures (defined as projects or individual non-consumable items that cost greater than \$5,000 and have a useful life of more than 1 year).

BUDGET

Grant funding is available for eligible uses from April 1, 2024 to October 18, 2024. Final expenditures must be submitted to Agency Grant Manager identified in Section 2 no later than November 15, 2024.

Agency will disburse Grant Funds only for the costs of allowable Project activities that occur, including expenses incurred, during the Performance Period on a reimbursement basis. Grantee must submit all required documentation as part of the reimbursement process, including but not limited to, a coded summary of expenses.

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 10%. 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”).

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”), 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/>
- Content to be posted on the web must be checked and made compliant using the tool available at <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 web or application to validate the Content meets the Mandatory Standards, 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 shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

PROJECT EVALUATION/REPORTING REQUIREMENTS

Grantee shall provide a Final Project Report to Agency's Grant Manager no later than November 15, 2024. Final payment is contingent upon Agency acceptance of Grantee's Final Project Report. Agency will provide a Final Report Template to be used by Grantee for this purpose. The Final Report template will be located at: <https://www.oregon.gov/ode/schools-and-districts/grants/Pages/Summer%20Learning/State-Summer-Learning-Grants.aspx>

Grantee's Final Report shall include, but is not limited to, the following components:

- The number and demographics of students served by the summer learning program including:
 - Total number of students enrolled in program;
 - SSIDs for all students served (or name and date of birth if SSID is not available);
 - Grade level of each student served;
 - Number of hours each student attended program; and
 - Number of credits earned, if applicable.
- Activities of the summer learning program including:
 - Number of days program offered;
 - Number of hours per day program offered;
 - Types and number of activities offered (based on broad predetermined categories);
 - Types of additional services offered (e.g. meals, transportation, etc.);
 - Types and number of specific accommodations provided to serve students experiencing disabilities (based on broad predetermined categories); and
 - A description of how activities supported the grant requirements.
- Assessment of academic growth in each of the grant's academic content focus areas (math, science, language arts, personal financial education, and/or credit recovery) provided for each grade band (elementary, middle, high) served;
- Information regarding staffing levels and training provided to staff of the summer learning program;

ODE GRANT #36805 – State Summer Learning Grant 2024

- Number and type of partnerships;
- Perception surveys of the summer learning program, as provided by students, staff, and families; and
- Qualitative data and stories of impact for the summer learning program.

Grantee must supply any related reports and information as Agency may reasonably require. Agency will continuously evaluate the Grantee's performance as Grantee submits reimbursement requests throughout the Performance Period. Agency may request additional documentation as needed for desk reviews or site visits.

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.

DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a reimbursement basis upon receipt of Grantee's request(s) for disbursement.

With each request for disbursement, Grantee must submit a coded summary of expenditures on an Agency provided Reimbursement Request Form template via email to:

ODE.SummerLearning@ode.oregon.gov.

The Agency provided Reimbursement Request Form template is located at:

<https://www.oregon.gov/ode/schools-and-districts/grants/Pages/Summer%20Learning/State-Summer-Learning-Grants.aspx>

Grant funding is available for any eligible use of funding from the period April 1, 2024 to October 18, 2024.

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

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

COMMERCIAL GENERAL LIABILITY

Required

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 \$1,000,000.00 per occurrence. Annual aggregate limit may not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE

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 \$1,000,000.00 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

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 \$1,000,000.00 per claim. Annual aggregate limit may not be less than \$2,000,000.00. 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

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 \$1,000,000.00 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than the Grant Fund amount.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit may not be less than \$3,000,000.00. 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 shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee’s completion and Agency’s acceptance of all Services 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 requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ODE.Insurance@ode.oregon.gov or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

To: Board of Directors

From: Holly Langan, Executive Director for Financial Services

Subject: ODE Grant #35885 - 2023-2025 Foster Care Transportation

Type: Action Item Report / Presentation

Policy: DE/DEB/DEC Revenues from Private, State, and Federal Sources

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

In accordance with federal law and the Every Student Success Act (“ESSA”), students in foster care must be provided transportation to their school district/school of origin, even when their foster home placement changes. Oregon Department of Education (ODE) developed an invoice procedure to reimburse school districts for the remaining costs (non-reimbursed from the State School Transportation Fund per Oregon Administrative Rule (“OAR”) 581-023-0040) of providing transportation to and from home and school of origin for foster students.

This agreement provides the authority for Reynolds School District to invoice and be reimbursed for transportation costs in excess of the 70% reimbursement provided by the district’s annual Transportation Grant funds.

Previous Board Action:

The Board is responsible for approving grants.

Financial Implications:

The district has received between \$4,800–\$36,000 annually based on reimbursable costs.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve ODE Grant #35885 - 2023-2025 Foster Care Transportation.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT

Agreement No. 35885

This Intergovernmental Agreement (“Agreement”) is between the State of Oregon acting by and through its 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

In accordance with federal law, Every Student Success Act (“ESSA”), students in foster care must be provided transportation to their school district/school of origin, even when their foster home placement changes. Oregon Senate Bill 20, effective July 1, 2017, directs the Agency, the Oregon Department of Human Services (“ODHS”), and school districts to collaborate to ensure that this transportation requirement is fully implemented. The Agency, per agreement with ODHS, has developed an invoice procedure to reimburse school districts for the remaining costs (non-reimbursed from the State School Transportation Fund per Oregon Administrative Rule (“OAR”) 581-023-0040) of providing transportation to and from home and school of origin for foster students.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall be effective on July 1, 2023 and all necessary approvals have been obtained (“Effective Date”), and terminates on September 30, 2025, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Marlie Magill, Program Analyst 4
Office of Teaching Learning and Assessment
Education Program Standards Team
255 Capitol St NE Salem, OR 97310
503-580-4857
marlie.magill@ode.oregon.gov

4.2 Contractor’s Authorized Representative is:

Holly Altiero
1204 NE 201st Avenue, Fairview, Oregon 97024
5036617200
haltiero@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 Contractor shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 Agency will pay Contractor as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

The maximum, not-to-exceed amount that Agency will reimburse Contractor under this Agreement, which includes any allowable expenses, is \$2,000,000. Agency will reimburse Contractor up to but not in excess of \$250,000.00 per quarter for all expenses reasonably and necessarily incurred in performing the work and delivering all deliverables required of Contractor under this Agreement. If Contractor anticipates exceeding the amount listed in this Section 6 of this agreement, Contractor must coordinate with the state liaison. Districts must continue to provide transportation to students and cannot disrupt transportation due to risk of exceeding the amount listed in this Section 6.

Unless otherwise agreed to in writing by Agency and Contractor, payment will be made no more frequently than quarterly for completion of work and delivery of deliverables accepted by Agency, and in accordance with the Table provided in this Section 6 and in the schedule indicated in Exhibit A, Statement of Work. At Agency’s sole discretion, Agency may require Contractor to submit monthly reimbursement requests. Contractor must complete all work under this Agreement by June 30, 2025. The Agency will not reimburse Contractor for work done by Contractor after June 30, 2025. Contractor must submit the final reimbursement request no later than September 30, 2025.

2023 - 2024 School Year			
Q1 November 10, 2023	Q2 February 9, 2024	Q3 May 10, 2024	Q4 August 9, 2024
\$250,000	\$250,000	\$250,000	\$250,000
2024 - 2025 School Year			
Q5 November 8, 2024	Q6 February 7, 2024	Q7 May 9, 2024	Q8 August 8, 2024
\$250,000	\$250,000	\$250,000	\$250,000

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 will 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. Agency's obligation to provide payment to Contractor under this Agreement is subject to the terms of Exhibit A of 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 SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, 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

17.1 Contractor shall maintain insurance as set forth in Exhibit B.

17.2 Subcontractor 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 equal to the insurance required for Contractor that is specified in Exhibit B.

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 and 21 hereof 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 Deliverables 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 design and format Content to meet at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, "Mandatory Standard"):

24.3.2 The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

24.3.3 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).

24.3.4 The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>.

24.3.5 Content to be posted on the web must adhere to: <https://www.webaccessibility.com/>

24.3.6 PDF files must comply with: <http://webaim.org/techniques/acrobat/>.

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

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

- 24.4.1 Acceptance criteria for Content includes the Content meeting the Mandatory Standard.
- 24.4.2 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.

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

- 24.5.1 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>).
- 24.5.2 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.
- 24.5.3 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

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.

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.

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, Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Required Federal Terms and Conditions).

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 Department of Education

Bethany Moreland
Contracting Officer

03/22/2024
Date

Reynolds School District 7

Name, Title

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

via email
Daniel Gilbert, Senior Assistant Attorney General

03/01/2024
Date

EXHIBIT A
STATEMENT OF WORK

SECTION 1: Background

In accordance with federal law, ESSA, students in foster care must be provided transportation to their school district/school of origin, even when their foster home placement changes. Oregon Senate Bill 20, effective July 1, 2017, directs the Agency, the Oregon Department of Human Services (“ODHS”), and school districts to collaborate to ensure that this transportation requirement is fully implemented. The Agency, per agreement with the ODHS, has developed an invoice procedure to reimburse school districts for the remaining costs (non-reimbursed from the State School Transportation Fund per Oregon Administrative Rule (“OAR”) 581-023-0040) of providing transportation to/from home and school of origin for foster students.

SECTION 1: Deliverables

Task 1: Contractor shall provide transportation to children in foster care.

Deliverable 1: Contractor shall provide transportation to children in foster care to and from child’s school district/school of origin.

Task 2: Contractor shall submit reimbursement requests.

Deliverable 2: Contractor shall submit quarterly reimbursement requests to Agency using the file titled 2023-2024 Foster Student Transportation Reimbursement Form provided on the Oregon Department of Education (“ODE”) Foster Care webpage under Transportation listed in Section 4: Required Submission Process. At the Agency’s sole discretion, Agency may require Contractor to submit monthly reimbursement requests in accordance with Section 6.

SECTION 2: Request for Reimbursements

If Contractor anticipates exceeding the amount listed in Section 6 of this agreement, Contractor must coordinate with the state liaison. Districts must continue to provide transportation to students and cannot disrupt transportation due to the risk of exceeding the amount listed in Section 6.

Contractor requests for reimbursement must contain the following information:

- Name and Institution ID of school district requesting reimbursement;
- Name of school district of origin;
- Name of school district of residence;
- Student last name;
- Student first name;
- Student secured student identification (“SSID”) number;
- Case identification number (6- or 7-digit number);
- Participant identification number;
- Service start date (monthly);
- Service end date (monthly);

240

- Foster care home residence address;
- Type of transportation;
- Average miles transported one-way;
- Number of school days transportation is scheduled; and
- Total cost per day (it is the district’s responsibility to calculate total cost per day based on instructions included in the “Form Instructions” sheet)

SECTION 3: Licensing Requirements for Owner-Operated Taxis and Type 10 Vehicles

All transportation staff and vehicles used must meet the requirements of Oregon Administrative Rule Chapter 581, Division 53. If Contractor contracts with a third party to provide transportation services in a Type 10 vehicle, Contractor must ensure that before providing transportation services:

- the driver has been fingerprinted through the local school district office per the Oregon Department of Education’s (ODE) instructions,
- the driver has been appropriately trained according to OAR 581-053-0320,
- the driver has been approved using ODE’s Form 581-2279-M submitted by the school district, and the vehicle has been inspected by a certified ODE Inspector and approved by ODE using Form 581-2251-M.

SECTION 4: Required Submission Process

Contractor shall submit quarterly reimbursement requests to Agency using the 2023-2024 Foster Student Transportation Reimbursement Form provided on the ODE Foster Care webpage at <https://www.oregon.gov/ode/students-and-family/fosteringconnections/Pages/default.aspx>. At Agency’s sole discretion, Agency may require monthly reimbursement requests.

All Foster Care Transportation Reimbursement Requests must be submitted to Agency using the secure file transfer link, <https://district.ode.state.or.us/apps/xfers/>, and sent to fostercare@ode.oregon.gov. Any supporting documentation that is needed that subsequently includes student level data must also be transmitted through the Agency’s secure file transfer system.

The “Notes” sheet in the Foster Care Transportation Reimbursement Request Form is to be used in the event that required information needs additional explanation, such as when students travel with siblings, when a case ID, SSID, or other personal information is unable to be confirmed.

Payment under this Agreement is contingent upon review and approval by ODE and the Oregon Department of Human Services (“ODHS”) of each requested reimbursement by Contractor. The ODE Foster Care Transportation Liaison will conduct an initial review of the request(s) to ensure its completeness. The ODE Foster Care Transportation Liaison will confirm receipt and may request clarification or resubmission of the request form, at their sole discretion. At the end of the quarter, the ODE Liaison will provide all approved submissions to ODHS for review and approval. ODE may request or require additional information or assistance from Contractor to resolve issues identified by ODHS prior to payment.

Contractor must complete all work under this Agreement by June 30, 2025. The Agency will not reimburse Contractor for work done by Contractor after June 30, 2025. All payments and obligation for payment by ODE under this Agreement is contingent upon ODHS review and approval of each request for reimbursement by Contractor. Each reimbursement requires final approval of both Agency and ODHS.

Upon approval by Agency and of a requested reimbursement, Agency will make funds available to Contractor through Agency's Electronic Grant Management System. Agency will provide payment to Contractor within 120 days of each request for reimbursement made by Contractor. Contractor's final request for reimbursement must be submitted no later than September 30, 2025.

2023-2024 Foster Care Transportation Reimbursement Request Due Dates

Quarter 1 - November 10, 2023

Quarter 2 - February 09, 2024

Quarter 3 - May 10, 2024

Quarter 4 - August 09, 2024

2024-2025 Foster Care Transportation Reimbursement Request Due Dates

Quarter 1 - November 08, 2024

Quarter 2 - February 07, 2025

Quarter 3 - May 09, 2025

Quarter 4 - August 08, 2025

EXHIBIT B CONTRACTOR INSURANCE

INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Agreement. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's Workers' Compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable Workers' Compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, 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 and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required

Contractor shall provide Automobile Liability Insurance covering Contractor'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.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

Required

Contractor shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured must include the Contractor, and the Contractor's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. 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, shall 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. When used, all of the primary and umbrella or excess policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Contractor's goods to be delivered and Services to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's goods to be delivered and Services to be performed under this Agreement. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations²⁴⁴ must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Contractor or the Contractor’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/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee/Recipient’s completion and Agency’s acceptance of all Services required under the Grant Agreement, or
- (i) Agency or Grantee/Recipient termination of this Grant Agreement, or
- (ii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) 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 Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Grantee/Recipient or its insurer must provide at least 30 calendar 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/Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall 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
Required Federal Terms and Conditions

1. FEDERAL FUNDS

- 1.1 If specified below, Agency’s payments to Contractor under this Agreement will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Contractor, by signing this Agreement, 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 30.40.00.102, Agency has determined:

Contractor is a sub-recipient Contractor is a vendor Not applicable

- 1.3 Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.658 Foster Care Title IV-E

2. FEDERAL PROVISIONS

- 2.1 The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below.
- 2.2 Contractor must ensure that any further distribution or payment of the federal funds paid under this Agreement by means of any contract, subgrant, or other agreement between Contractor and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.
- 2.3 Contractor 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 Agreement.

In accordance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, the following provisions apply to this Agreement, as applicable.

For purposes of these provisions, the following definitions apply:

“Agreement” means this Agreement or any contract or subcontract funded by this Agreement.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** means Contractor or Contractor’s contractors or subcontractors, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 C.F.R. § 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 C.F.R. § 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)²⁴⁷—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 § 200.322, Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

- i. Contractor shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement 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 shall save, protect and hold harmless the State of Oregon from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. 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.

(L) Whistleblower. Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. § 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor shall inform any sub-recipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

(M) System for Award Management. Contractor 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 Contractor also must comply with applicable restrictions on subawards ("subcontracts") to first-tier subrecipients (first-tier "subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the Contractor) the unique entity identifier required for SAM registration.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Mount Hood Community College IGA

Type: Action Item Report / Presentation

Policy: DJCA: Personal Services Contracts

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

Students from both RHS and RLA are eligible to attend the Mount Hood Community College Middle College program, where they earn college credit while completing their high school diploma. The current IGA is up for renewal in the 2024-25 school year.

Previous Board Action:

The Board has previously approved this agreement.

Financial Implications:

RSD pays the tuition and textbooks for students who are eligible for the Middle College program. These funds are included in the 2024-25 budget.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the IGA between Reynolds School District and Mt. Hood Community College for Middle College programming.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



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

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

PURPOSE:

This agreement is for the College and School District to provide educational services to students of the School District pursuant to the specific attachments contained herein. **(Check only those that apply.)**

	MHCC Education Options	Student/ Teacher CAP	Dollars
<input type="checkbox"/>	Attachment A: College Now – Accelerated College Credit		
<input type="checkbox"/>	Attachment B: College Now – Sponsored Dual Credit		
<input type="checkbox"/>	Attachment C: Middle College		
<input type="checkbox"/>	Attachment D: Early College		
<input type="checkbox"/>	Attachment E: Alternative Education Services (ABE/GED/ESL)		
	Total Budget for 2024-25 School Year		

The parties agree as follows:

1. Terms: The terms of this agreement are from July 1, 2024, until June 30, 2025.
2. Termination: This agreement may be terminated by either party upon 90 days of written notice.
3. Indemnification: Subject to the conditions of limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the School District shall indemnify, defend and hold harmless the College from and against all liability, loss and costs arising out of or resulting from acts of the School District, its officers, employees and agents in the performance of this agreement. Subject to the conditions of limitations

of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the College shall indemnify, defend, and hold harmless the School District from and against all liability, loss and costs arising out of or resulting from acts of the College, its officers, employees, and agents in the performance of this agreement.

4. Insurance: Throughout the term of this Agreement, the College and School District shall maintain, at each party's sole cost and expense, policies of insurance or self-insurance providing coverage for general liability in the minimum amount of \$1 million per occurrence, \$3 million annual aggregate, or as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

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

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

5. Applicable Law: This agreement shall be covered by the laws of the State of Oregon. Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.
6. Non-Discrimination: Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
7. Disciplinary Responsibilities: The School District students are subject to the same disciplinary standards as other MHCC students. The School District Administrator will work together with MHCC the School District to resolve any student management/disciplinary issues in accordance with the School District /MHCC regulations. Students participating in Early College and their parents will sign and have on file in the School District office the School District Student Handbook and *MHCC Student Rights and Responsibilities* (<https://mhcc.edu/student-resources/student-rights-responsibilities/index>) and MHCC Affirmative Action policies.

Admission to MHCC carries with it the presumption that the student will conduct him/her/self as a responsible member of the college community. MHCC may take appropriate disciplinary action when the student's conduct materially and substantially interferes with the operation of the college. Should student behavior warrant disciplinary action, MHCC's due process will be followed in collaboration with the School District.

8. Disability Services: College staff will not adapt instructional content for students. MHCC personnel will not participate in Individuals Education Program (IEP) meetings or implementation. The resident high school is responsible for providing any disability or special education services required in an IEP. The College does not provide disability testing.
9. FERPA (Federal Education Right to Privacy Act): Each party will abide by the Federal Education Right to Privacy Act (FERPA) as it applies to each party, even when those requirements are different for the School District and the College.
10. Non-Employee Relationship: Each party agrees that employees, officers, and agents engaged in the performance of this agreement shall not be considered employees, agents, or officers of the other for the purposes of this agreement.
11. Subcontracts and Assignments: Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. Entirety of the agreement: This Agreement, with any written attachments, constitutes the entire agreement between the parties. If any part of this agreement is deemed invalid, the remainder of the agreement shall remain in force. This Agreement may only be amended or modified by written agreement of both parties.

For Mt. Hood Community College District

For Reynolds School District

Dr. Lisa Skari
President

Frank Caropelo
Superintendent

Date

Date

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

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

General Provisions:

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

Responsibilities of the College:

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

Responsibilities of the School District:

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

_____(init)
MHCC

_____(init)
School District

Date

Attachment B: College Now- Sponsored Dual Credit

Purpose: This attachment constitutes an agreement between Mt Hood Community College District (College) and (School District) for the purposes of providing instructional services for Career Technical Education courses at and by the School District, articulating as specific Accelerated College Credit courses and credits at the College including Lower Division Collegiate and Career Technical Education courses. *Sponsored Dual Credit courses are taught by a high school teacher who partners with an MHCC faculty. The college faculty member works with the high school teacher throughout the course to make sure it satisfies postsecondary standards.*

General Provisions:

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

Responsibilities of the College:

1. The College will provide the School District, and update as needed, instructor qualifications as required by Oregon law, state regulation, or College Board policy. The Sponsored Dual Credit model acknowledges instructor qualifications are met via proxy with the MHCC faculty. High School Services will work with College Deans to assign a faculty mentor.
2. The College will provide the School District, and update as needed, the approved course outlines for any Lower Division Collegiate or Career Technical Education course requested by the School District for consideration under this agreement.
3. The College will approve, if warranted, instructors and courses to be offered through this agreement, in a timely way and will notify the School District's contact person of all decisions within 60 days of the School District's application.
4. The College will provide the means for students to register for the appropriate course through the electronic registration system or paper registration form and transcript applicable grades and credits. In a timely manner, the College will inform the School District of timelines, deadlines and any changes in process or procedure for registration and grade submission.

5. The College will designate an individual as the School District's point of contact for this agreement.
6. The college will designate a faculty mentor to each high school instructor within Sponsored Dual Credit (SDC).
7. The college will provide an orientation for new SDC high school instructors during summer term
8. The college will provide professional development sessions in each of the fall, winter, and spring terms. These could be subject area Professional Learning Communities (PLCs) or multi-disciplinary professional development sessions.
9. The college will provide one classroom observation by an MHCC faculty member in the first year of mentorship. Continued observations in subsequent years will be determined by MHCC faculty and College Now staff.

Responsibilities of the School District:

1. The School District will request approval of instructional staff prior to the delivery of the Lower Division Collegiate or Career Technical Education course from the instructor. All requests will be accompanied by the instructor's resume and an official copy of any qualifying transcripts. Upon approval, qualified instructional staff must complete the College's on-line training on the Federal Education Right to Privacy Act (FERPA).
2. The School District will request approval of specific courses to be taught by the qualified instructional staff before delivery of the Lower Division Collegiate or Career Technical Education course.
3. The School District will ensure that all class hours and content for approved courses shall comply with minimum requirements as stated in state law and policy as well as College policies and regulations. Depth, scope, student learning outcomes and competencies shall be consistent with like courses offered at the College. Copies of all high school course outlines for approved courses will be provided to the college annually and shall be on file at the college. Course outlines shall include student learning outcomes, student activities, and evaluation criteria.
4. The School District shall ensure that all student registrations for approved courses and grades assigned by the high school instructor are submitted on approved forms and/or electronic grading process and in accordance with timelines established by the College.

5. The School District shall provide instructional staff, classroom space, instructional materials, and equipment at no cost to the College.
6. The School District shall provide to the College, annually, a list of all Lower Division Collegiate and Career Technical Education courses and approved instructors it plans to offer for the academic year, no later than Sept. 1, of each year.
7. The School District will designate an individual as the College’s point of contact for this agreement.
8. The School District shall inform eligible students and their families about this option and provide students with information about registration processes, requirements, and deadlines.
9. The School District will provide a written request should they want a yearly classroom observation by an MHCC faculty member beyond what is determined obligatory by MHCC faculty and College Now staff.
10. The School District will assign a building administrator to assure the high school instructor meets all compliance requirements in HECC (Higher Education Coordinating Commission) Sponsored Dual Credit Faculty Standards, especially consequences for non-compliance (SDC F-4).
11. The School District shall pay a \$3,000 administration fee per high school teacher per school year to participate in Sponsored Dual Credit.
 - a. There is no student fee associated with enrollment for college credit.
 - b. Any stipends for school district teachers are the responsibility of the school district.
 - c. School districts are responsible for substitutes required for up to two days professional development activities.
12. The School District will receive:
 - a. An assigned MHCC faculty mentor for each teacher in a discipline.
 - b. Guidance throughout the academic year, including:
 - i. Syllabus, and curriculum support.
 - ii. A Sponsored Dual Credit Orientation.
 - iii. Classroom observation each term for first year, and once per year afterward.
 - iv. Individual and collaborative professional development through a Professional Learning Community (PLC) model each term.
 - v. Two in-person professional development days, minimum of 4 hours each.

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

Attachment C: Middle College

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

Students eligible to be enrolled under this agreement must be registered with the School District, shall be at least 16 years of age and a high school junior with at least 14 high school credits upon entry. Students attend full time.

General Provisions:

1. Students to be served shall be based on a system of prioritization based on student ability to benefit, academic need, and available coursework at home school vs. at the College.
2. Students must meet academic standards in college level course work aligned with their academic and career pathway goals.
3. The College and the School District agree to provide necessary staff and resources to offer the program, identify and select students, communicate with students and their families, and create, implement, and monitor the program for the duration of the agreement.
4. The College and School District agree to collaboratively identify, select, and enroll appropriate students in the Middle College program.

Responsibilities of the College:

1. The College will identify a college employee as the primary contact for the School District for the purposes of executing this agreement.
2. The College will provide Middle College students access to all eligible classes and services and will cooperate and share information with the School District to support the success of Middle College students.
3. The College will provide enrollment information and a quarterly billing to the School District.



OFFICE OF THE PRESIDENT

Lisa Skari, President
503-491-7211
Lisa.Skari@mhcc.edu

- 4. The College will provide the School District with grades for each student for each enrollment term. The College retains the right to declare a student ineligible for continued enrollment through this agreement if the student fails to maintain satisfactory academic progress (SAP) as defined for general students at the College. In such cases, the College will inform the School District of any such decision within 5 working days from the time the student has been notified about not maintaining SAP.
5. The College will bill students for student-incurred costs more than what is covered by the School District when students incur more than the cost of tuition, fees and books for courses that meet the district's high school graduation requirements.

Responsibilities of the School District:

- 1. The School District will identify a School District employee as the primary contact for the College for the purposes of executing this agreement.
2. The School District will arrange payment to the College for up to 12 credits, including tuition, books, and fees, per student per term. These costs are estimated at the current rates listed below:
a. Total cost for 12 credit hours with fees is estimated at \$1800.
b. \$100 specialized support fee per student per term will be charged each term.
c. Total maximum for textbooks and supplies is \$500 per term. Bookstore authorizations will be limited to course required items only.
d. Some courses have special fees in addition to the standard course fees. Fees above the \$1800 cap becomes the student or family's responsibility.
3. Tuition and fees for students who opt to take more than 12 credits per term remain the student or family's responsibility. Costs to be paid by students are limited to those allowed in ORS 339.155.
4. The rate for tuition and fees is based on tuition and fees for the 2024-25 school year and will go up or down in direct proportion to any changes in the College's tuition and fees, yet not to occur more frequently than once per academic year.
5. The School District will provide transportation from the School to the College as deemed necessary by the School District.

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

Attachment D: Early College

Introduction

This agreement is intended to clarify practices of Reynolds School District, in cooperation with Mt. Hood Community College (MHCC). This program was created as an Expanded Options Program (EOP) due to the 2005 Senate Bill 300 (SB300) and modified in 2007 with Senate Bill 23 (SB23).

Purpose

The purpose of Early College is to create a seamless education system for students enrolled in grades 10, 11, and 12 at the High Schools to:

- i. Have additional options to continue or complete their education;
- ii. Earn concurrent high school credit and up to three years of college credit;
- iii. Gain early entry into post-secondary education.

Early College is distinct from the Middle College Program in that Early College Advising is done through the school district, not the Middle College Advisor in High School Services.

Tuition

The School District will pay MHCC all tuition and fees associated with a student's enrollment in Early College. The 2024-25 cost for 12 credits tuition and fees is estimated at \$1800. The School District's students are not eligible for financial aid The School District agrees to pay for up to nine terms per student, but not more than three terms per school year. This does not include summer school.

The rate for tuition and fees is based on tuition and fees at the time of signing of this agreement and will go up or down in direct proportion to any changes in the college's tuition and fees, yet not to occur more frequently than once per academic year.

The School District will submit the 3rd Party Authorization Form to initiate billing each term. MHCC will invoice the School District through an invoice each term. The School District agrees to pay the invoice upon receipt.

Roles and Responsibilities

The following is a list of expectations and responsibilities that MHCC and The School District agree to abide by concerning the School District students attending classes offered by MHCC.

Mt. Hood Community College:

- i. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 *et seq.*, and the Oregon Constitution, Article XI, Section 7, MHCC agrees to indemnify and hold harmless The School District from any loss, damage, injury, claim, or demand arising from MHCC's

respective activities in connection with this Agreement. MHCC shall not be liable for any loss, damage, injury, claim, or demand arising from the negligence of The School District or its agents or employees.

- ii. MHCC will regard the School District students as MHCC students subject to all MHCC Rights and Responsibilities policy.
- iii. MHCC will identify a member of their staff as the primary contact for the School District administrator.
- iv. MHCC will submit official transcripts for each enrolled student to the School District after each term.

The School District

- i. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 *et seq.*, and the Oregon Constitution, Article XI, Section 7, the School District agrees to indemnify and hold harmless MHCC from any loss, damage, injury, claim, or demand arising from the School District's respective activities in connection with this Agreement. The School District shall not be liable for any loss, damage, injury, claim, or demand arising from the negligence of MHCC or its agents or employees.
- ii. The School District will provide staff to be onsite at MHCC to provide counseling, advising, IEP support and general assistance to students. The School District staff will collaborate with MHCC staff to provide parallel services, liaison support and/or referral to MHCC resources, as appropriate.
- iii. The School District staff will provide an updated list of enrolled students to the Manager of Accelerated College Credit at the beginning of each term.

Student Eligibility

Eligible Students: A student who is enrolled in the Early College option and:

- i. Is fifteen (15) years or older at the time of enrollment and is projected to complete high school graduation requirements within nine (9) MHCC terms but not more than three (3) terms per school year. Summer school is not included. Has developed an educational learning plan with the School District staff to include the student's short and long-term goals, and which has the relationship of the MHCC courses proposed to the student's learning goals.
- ii. Is capable of college level work and has placement scores that qualify them for entrance.
- iii. Remains academically eligible. Students need to earn a minimum quarterly 2.0 Grade Point Average (GPA), pass, and complete all classes, in accordance with MHCC's Academic Standards and Student Progress Policy.



Students who have completed the requirements for a high school diploma or are foreign exchange students are not eligible. Students interested in a career technical focus are eligible to enroll in related courses providing they meet program prerequisites and have met the standards for graduation.

Eligible Post-Secondary Course: Any course or program offered through MHCC may be available if the course or program leads to high school completion and may apply toward a certificate, professional certification, associate degree, or baccalaureate degree. Eligible post-secondary courses include academic, professional technical and distance learning courses.

Awarding of Credit

MHCC will award college credit to those students attending MHCC upon successful completion of course work. The School District will maintain students’ high school transcripts.

Transportation

The School District Students will be responsible for providing their own transportation to and from the MHCC campus.

Office Space

The School District employees will notify MHCC High School Services staff to schedule temporary office space needs on the MHCC campus, two weeks prior to office space need. The School District employees on MHCC premises will be supervised by the School District administrator and be covered for workers’ compensation through the School District.

Student Records

The School District employees are responsible for maintaining FERPA compliance as enforced by MHCC. This includes annual FERPA training for all the School District staff. Access to college records is granted as deemed appropriate by the college using compliance standards.

Program Administration

The School District Principal/CEO or their designee and the School District Coordinator will have the operational responsibility for the Early College. The designated administrator will have a similar responsibility for MHCC.

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

**Attachment D: Alternative Education Services
ABE/GED/ESL**

Purpose: This attachment constitutes an agreement between Mt Hood Community College District (College) and Reynolds School District (School District) for the purposes of providing alternative education services to students who need ABE (Adult Basic Education), GED, and ESL activities.

General Provisions:

Agreed whereas the School District desires to contract for alternative education services to meet the learning needs of students approved by the School District to participate in an alternative education program; and the College has submitted to the School District a description of the alternative education program it intends to offer to students of the School District, a copy of the program intentions are attached to this agreement.

Responsibilities of the College and School District:

1. The District agrees to contract with the College to serve students in full-time College alternative education instruction, including ABE (Adult Basic Education), GED, ESL, and case management. Full-time instruction means:
 - **Large Group** (instruction provided to a class of 16 or more students) and Case Management. Thirty hours per week per student is equivalent to full time
 - **Intermediate Group** (instruction provided to a class of 6-15 students). Twenty-two and one-half hours per week per student is equivalent to full time.
 - **Small Group** (instruction provided to a class of 2-5 students). Fifteen hours per week per student is equivalent to full time.
 - **Tutorial** (instruction provided to one student). Five hours per week per student is equivalent to full time.
2. The College will be eligible to bill the district 80% of the daily State School Support per pupil funding received (based on a 175-day equivalent) multiplied by the full day equivalent daily attendance of students enrolled in the program under the terms of this agreement. The college will bill the district at the end of state reporting periods December 31 and June 30 for each period under the agreement.
3. The College agrees to provide all services, records, evaluations, and processes contained in the attached service description. These services will always comply with the GED Option Program Requirements (contained in the GED Option Program Application) approved by the Oregon Department of Education for the District.

4. The District is not obligated under the terms of this agreement to refer a minimum number of students. It is further acknowledged that all referrals will be made individually to benefit students who need such services.
5. Either party may initiate negotiated changes to this contract at any time. All such changes mutually agreed upon will be reduced to writing, signed by both parties, and attached to this contract as amendments.
6. The parties acknowledge that no relationship is established by this contract beyond the scope of those rights and obligations specified herein. The district exercises no control over the programs of the College; is not responsible for the acts of the College; and assumes no specific responsibilities to the College except those specified under the terms of this contract. The failure of the district to adequately monitor the College's performance, or to strictly enforce the terms of this contract shall not relieve the College's obligations and liability to the district and third persons.
7. This agreement shall terminate on June 30, 2026. Either party, upon 30 days' written notice, may terminate this contract in whole or in part.
8. Both the College and the District are public bodies, subject to the Oregon Tort Claims Act, and each carries insurance which it deems adequate for the performance of its activities. Each party will perform its duties under this agreement in compliance with the applicable laws, and so as not to cause the other party to become legally liable for the acts or omission of such party. Neither party shall be deemed to be the agent of the other by virtue of this Agreement, nor shall any officer, employee, agent, or independent contractor of one party be deemed the officer, employee, agent, or independent contractor of the other. To the extent permitted by law, each party agrees to defend, indemnify, and hold the other party harmless from any loss, damage, or claim arising out of the acts or omissions of the agreeing party or its officers, agents, or employees.

Intent

To offer educational services for at-risk (including non-native English speakers School District students, ages 16-21 years. To better serve these high-risk students who are currently unsuccessful in public school settings, Mt. Hood Community College (MHCC) will offer flexible alternative education classes/services at no cost to the students. The purpose of this effort is to share resources, expertise, and costs, as well as "retrieve" dropouts and potential dropouts.

Goals

- To increase reciprocity between MHCC and the School District.
- To reduce the high school dropout rate.
- To provide an environment in which attendance, performance, evaluation, and work expectations are clearly defined.

- To encourage students to remain in public schools.
- To better prepare students to enroll into further education and to pursue a career pathway.
- To develop positive attitudes toward education.
- To share the financial burden of providing services to students who need alternative education.

Student Profile

Students who possess one or more of the following characteristics may be appropriate for referral for services at MHCC:

- 1) Students who have dropped out of high school.
- 2) Students who are credit deficient and likely to drop out before graduation.
- 3) Students needing the GED and/or basic academic skills development.
- 4) Students 16-21 years old and eligible for state reimbursement.
- 5) Students who have adequate skill levels but need to change unsuccessful behavior.

Program Process

- 1) Identification of student by high school administrator/counselor.
- 2) Completion of referral forms to MHCC.
- 3) Completion of student referral/release of information.
- 4) Administration of assessment instruments at MHCC.
- 5) Development of alternative education plan.
- 6) Participation by MHCC instructional staff on student progress.
- 7) Generation of progress and attendance reports by MHCC classroom instructors and administrative staff.

Program Outcomes

- 1) Student is retained in high school until graduation
- 2) Student returning to high school
- 3) Student attaining a GED
- 4) Student entering MHCC or other post-secondary training
- 5) Student gaining employment

Description of Program Services (Students will receive one or more of the following services.)

- 1) Assessed in reading, mathematics, and writing through MHCC's JumpStart and orientation class for expedited entry into appropriate GED prep classes.
- 2) Intake interview to determine student skill levels, interests, and goals for appropriate class enrollment. Students will be helped to register for classes.
- 3) Orientation to Mt. Hood Community College and MHCC alternative learning options. Students will have access to advising services to prepare for further post-secondary education, career pathway, and/or vocational training options. In addition, students will be assisted in transitioning back to public high school or to other MHCC programs or trainings.

- 4) Parent orientations or conferences will be available, if requested. Instructors be available to meet with parents, when necessary, throughout the program for student follow-up progress.
- 5) Instructional services are available in several forms such as: large groups, small groups, tutorial, and computer assisted are all available. Instruction includes basic skill level development in reading, writing, and mathematics; advanced level instruction in reading, writing, and mathematics, career and college awareness activities, and final GED test preparation.

Other Services

- 1) Workshops and advising sessions on how to apply for financial aid and other scholarship and MHCC tuition waiver opportunities.
- 2) Goal setting related to career planning, college, and employment services.
- 3) Accessing college services i.e., library resource center, counseling and advising, Accessible Education Services, employment information and recreational facilities.
- 4) Referral to community resources for personal health and diagnostic testing.

Retention

- 1) Students must meet attendance requirements based on all classes enrolled in outlined on the course syllabus. Students must meet academic progress for continuation of program courses/services or will be given a referral to other services/programs. On request all parties involved with said student will meet to discuss student progress.

Accounting

- 1) Students receiving alternative education services will remain on the rolls of the district. Their permanent records will remain in the district.
- 2) These students will be counted as full-time equivalent (FTE) basis at the district so that the accounting process will not restrict the student's return to the district.
- 3) Basic school support will be requested by the district for the students on a full-time equivalency basis.
- 4) Complete and appropriate records will be maintained by MHCC in accordance with District and Oregon Department of Education.
- 5) Districts will be billed by MHCC according to the contract terms according to student population and specific services.

Transportation

For the services provided at the MHCC campus, students will provide their own transportation. Some transportation resources are available through Adult Basic Skills and partner programs.

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Intergovernmental Agreement (IGA) – Oregon Department of Human Services, Vocational Rehabilitation

Type: Action Item Report / Presentation

Policy: JBAA: Section 504—Students and IGBAJ: Special Education – Free Appropriate Public Education (FAPE)

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Marginalized Students | <input type="checkbox"/> Culturally Responsive Teaching |
| <input type="checkbox"/> Student and Staff Wellness | <input type="checkbox"/> Professional Development |
-

Summary / Background:

The Youth Transition Program (YTP) prepares students with disabilities for employment or career related postsecondary education or training through the provisions of a comprehensive array of pre-employment transition services and supports which include job exploration, work-based learning, workplace readiness, post-secondary counseling and self-advocacy.

YTP historically operated through a grant directed and managed through the District’s Special Education Department. The district has had multiple two-year IGAs for YTP, with the current agreement ending June 30, 2024.

Moving forward, the YTP grant will be replaced by a fee-for-service model of reimbursement, requiring the establishment of this Intergovernmental Agreement with the Oregon Department of Human Services. The Vocational Rehabilitation intergovernmental agreement will run from July 1, 2024 to September 30, 2025, and will reimburse RSD up to \$364,363.

Previous Board Action:

The Board authorized past IGAs with the Oregon Department of Human Services for the YTP Grant. This is the first year the Vocational Rehabilitation contract is being presented to the board for approval.

Financial Implications:

The 2024-25 budget includes the allocation of funds which will be eligible for reimbursement under the Vocational Rehabilitation contract.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the District to enter into an IGA with the Department of Human Services for the Youth Transition Program.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Agreement Number 182995

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Reynolds School District #7
1204 NE 201st Ave
Fairview, OR 97024
Attention: James Charles
Telephone: 503-661-7200 x3049
E-mail address: jcharles@rsd7.net**

hereinafter referred to as “Agency.”

Work to be performed under this Agreement relates principally to ODHS’

**Vocational Rehabilitation
500 Summer St. NE
Salem, OR 97301
Agreement Administrator: Francie Dettwyler or delegate
Telephone: 541-952-1378
E-mail address: francie.dettwyler@odhs.oregon.gov**

1. **Effective Date and Duration.** This Agreement, when fully executed by every party, shall become effective on **July 1, 2024**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2025**. Agreement termination shall not extinguish or prejudice ODHS’ right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. **Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Request for Pre-ETS Form
- (8) Exhibit F: Pre-ETS Procedure and Reporting Guide
- (9) Exhibit G: Student Reflection Sheet

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.

3. **Consideration.**

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is **\$364,363.00**. ODHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. ODHS will only pay for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, ODHS’ determination is that:

Agency is a subrecipient Agency is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 84.126

5. **Agency Information and Certification.**

a. **Agency Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Fax: (____) _____

Agency Proof of Insurance: Agency shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency 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. Agency further acknowledges that in addition to the remedies under this Agreement, 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 Agency;
- (2) The information shown in Section 5.a., "Agency Information" above is Agency's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Agency is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at <https://www.sam.gov/SAM>;
- (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding; and
- (7) Agency’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Agency shall provide ODHS with the new FEIN or SSN within 10 days.

AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCY: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT.

6. Signatures.

Reynolds School District #7

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by

Jeffrey J. Wahl

Oregon Department of Justice

6/3/2024

Date

EXHIBIT A

Part 1 Statement of Work

1. Purpose.

The Rehabilitation Act, as reauthorized under the Workforce Innovation and Opportunity Act (WIOA), mandates that Pre-Employment Transition Services (pre-ETS) be specifically provided (and therefore only provided) to “students with disabilities” who may need such services. Pre-ETS may be provided to students who are applicants of or eligible for the Vocational Rehabilitation (VR) program (participants) and students with disabilities who may be potentially eligible for the VR program (recipients). If a student with a disability requires services that are beyond the scope of pre-ETS, the student must apply for and be determined eligible for VR services and develop an individualized plan for employment (IPE) for the receipt of those services.

Priorities inherent in this Agreement include maximizing the availability of pre-ETS to the largest number and widest span of students who request and are in need of these services as determined by VR. Also, in accordance with WIOA this Agreement honors the developmentally appropriate nature of students that in most cases are exploring and refining their employment goal during the age when pre-ETS are available (14-21). Finally, while pre-ETS alone are a powerful service for potentially eligible recipients, in many cases they are intended to be an onramp to accessing the full array of VR services, including more substantial services that invest in a student’s path toward a living wage career.

2. Definitions:

The following terms shall have the following meaning in this Agreement:

- a. **Authorization for Purchase** or “**AFP**” means a document created by VR in the Oregon Rehabilitation Case Automation (ORCA) system that allows expenditures to occur on behalf of a Participant or Recipient. An AFP serves as Oregon VR’s guarantee of payment to a vendor or a Participant or Recipient for the purchase of goods or Services.
- b. **Coaching services:**
 - (1) Assist the eligible student with a disability to perform the tasks assigned during the work-based learning experience,
 - (2) If needed by an eligible student with a disability, in accordance with an approved individualized plan for employment (IPE), to participate in pre-employment transition services,
 - (3) Coaching as a Program service is only allowable for work-based learning experiences when the student with disabilities is determined eligible by the Program; and
 - (4) Has a signed individualized plan for employment (IPE) with the Program,

- (5) Coaching services may be provided by other programs, agencies or organizations if the student is only potentially eligible for Program services.

c. **Competitive Integrated Employment** means work that;

- (1) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that;
 - (a) Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
 - (b) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - (c) In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
 - (d) Is eligible for the level of benefits provided to other employees.
- (2) Is at a location;
 - (a) Typically found in the community; and
 - (b) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.
- (3) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

d. **Eligible** means a student who has applied for and been determined eligible for VR services, also referred to as participant.

- e. **Eligible individual** means an applicant for VR services who meets the eligibility requirements of 34 CFR §361.42(a).
- f. **Individual Plan for Employment or “IPE”** means a plan for attaining the individual’s vocational objective.
- g. **Potentially Eligible** means students with disabilities who are:
 - (1) Verified by the Program to receive pre-employment transition services;
 - (2) Considered qualified individuals under the Americans with Disabilities Act for the receipt of pre-employment transition services; and
 - (3) Not yet been determined eligible for the Program and who do not have an approved individual plan for employment.
 - (4) These students may receive auxiliary aids, including American Sign Language interpretation service.
 - (5) Otherwise, these students may not receive any Program services other than pre-employment transition services until they apply and are determined eligible for Program services and have an approved individual plan for employment.
 - (6) This term only applies to pre-employment transition services.
- h. **Pre-Employment Transition Services or “pre-ETS”** The Five Required pre-ETS are:
 - (1) A Job exploration counseling;
 - (2) A Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible;
 - (3) A Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
 - (4) A Workplace readiness training; and
 - (5) A Instruction in self-advocacy which may include instruction in person-centered planning, and peer mentoring.

Arrangement and Provision of the Five Required Pre-ETS includes time spent arranging for and providing Pre-ETS to an individual student or to individual students in a group setting.

Pre-ETS are service which may be provided individually or in a group setting.

- i. **Pre-ETS Coordination** means:
 - (1) Working with the local employers to develop work opportunities for students with disabilities, including internships, summer employment and other employment opportunities available throughout the school year, and apprenticeships.
 - (2) Working with schools, including those carrying out activities under section 614(d) of the IDEA, to coordinate and ensure the provision of pre-employment transition services under this section.
 - (3) Please see the following website to view <https://www.oregon.gov/odhs/providers-partners/vr/pages/yp-contractors.aspx>.
- j. **Skills Trainer** means someone who provides training that is provided to any individual or student learning the new job tasks and responsibilities, regardless of the existence or nature of a disability. A student may be a potentially eligible recipient to receive such supports.
- k. **Student** means a student aged 14 to 21, who is eligible for, and receiving, special education or related services under part B of the Individuals with Disabilities Education Act, and/or is an individual with a disability, for purposes of 29 U.S.C. § 794 (Section 504).
- l. **Student with a disability** means an individual with a disability in a secondary, postsecondary, or other recognized education program who is:
 - (1) As young as 14 years of age as determined by the Oregon Department of Education age range for IDEA transition planning; and
 - (2) Not older than 21 years of age; and
 - (3) Is a student with a disability who is:
 - (a) Eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.) including secondary, post-secondary, and other recognized education programs; or,
 - (b) A student who is an individual with a disability, for purposes of section 504, a recognized educational program may include students with disabilities enrolled in:
 - (c) Home schooling; or
 - (d) A private school; or
 - (e) An alternative schools or justice involved youth or other accredited school program

- m. **Transition services** means a coordinated set of activities for a student or youth with a disability:
 - (1) Designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment, supported employment, continuing and adult education, adult services, independent living, or community participation;
 - (2) Based upon the individual student's or youth's needs, considering the student's or youth's preferences and interests;
 - (3) That include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation;
 - (4) That promote or facilitate the achievement of the employment outcome identified in the student's or youth's individualized plan for employment; and
 - (5) That includes outreach to and engagement of the parents, or, as appropriate, the representative of such a student or youth with a disability.
- n. **Youth means** an individual with a disability who is not younger than 14 years of age and not older than the age of 24.

3. Services to be Provided.

- a. **Pre-ETS.** Arrangement and Provision of the Five Required Pre-Employment Transition Services.
 - (1) Agency shall be responsible for the arrangement and provision of the five required pre-ETS to each student with a disability for whom written permission has been attained, as authorized under Section 113(a) of the Rehabilitation Act and its implementing regulations at 34 CFR 361.48(a). Pre-ETS are a service made available upon request, and the Agency shall not solicit or recruit students for service without first coordinating with VR. Contractor shall work with all Students authorized in their district as directed by VR. VR will be the sole determiner of services, therefore VR will determine which Pre-ETS a student receives. VR will not duplicate services that should be provided by another entity, therefore VR will determine that the Pre-ETS authorized do not duplicate services customarily provided by another entity.
 - (2) The Five Required pre-ETS are:
 - (a) Job exploration counseling;
 - (b) Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an

integrated environment in the community to the maximum extent possible;

- (c) Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
 - (d) Workplace readiness training; and
 - (e) Instruction in self-advocacy which may include instruction in person-centered planning, and peer mentoring.
- (3) Prior to the arrangement or provision of any pre-ETS for a student requesting these services, Agency shall provide VR the Request for Pre-ETS form (Exhibit E). Agency shall also provide any documentation that substantiates disability any documentation that outlines what services are already or planned to be provided by the school.
- (4) The Agency shall ensure that the employees providing pre-ETS have access to student records relating to disability documentation including Special Education Eligibility and IPE documents, 504 documents, and medical records as they pertain to the documentation of disability. This information is used as part of the process to verify the student meets the qualifications for receiving pre-ETS.
- (5) Pre-ETS offered by the Agency shall be carried out in either individual or group settings, virtually or in person. Virtual services shall be offered as a preference and used when appropriate for the student in situations that will require extensive travel. The Agency shall be responsible for arranging and providing pre-ETS in the specific school districts approved by VR and outlined in this contract. The Agency shall seek formal written approval from ODHS prior to any modification or expansion of the service area for pre-ETS. ODHS may request in writing that the Agency expand the provision of pre-ETS to adjoining districts and/or schools. Written approval of expansion of service area shall be in place prior to service expansion.
- Once approved services have been provided, Agency shall provide required documentation as outlined in the Pre-ETS Contract Procedures and Reporting Guide or each pre-ETS provided for each student served. Service hours provided shall be monitored to assure equity among all Students who request Pre-ETS as well as assuring no duplication of school services.
- (6) Resources and curriculum provided by VR or readily available to Contractor shall be used in order to reduce costs whenever possible and appropriate. VR may direct or require specific materials, themes, approaches, or schedules to be used. See Pre-ETS Resources for Contractors available on the VR website.
- (7) At any time during the Agreement period, VR may implement new, additional, or adjusted planning and reporting requirements in order to

address policy and internal control updates or additional federal requirements, terms and condition.

- (8) Agency shall report the provision of pre-ETS in accordance with the terms in the Pre-ETS Contract Procedures and Reporting Guides and shall include:
- (a) Name
 - (b) Date of birth
 - (c) Gender
 - (d) Race and Ethnicity
 - (e) School where the Student is enrolled
 - (f) State School Identifier (SSID)
 - (g) Disability name or description
 - (h) Information regarding the nature of services requested
 - (i) The signature of the Student, parent or guardian, or school official attesting the Student meets the definition of a Student with I/DD.
- (9) Prior to the arrangement or provisions of any Pre-ETS, VR will:
- (a) Verify that the student meets the definition of student with a disability.
 - (b) Authorize the service by determining need for the service, and that the service is not duplicating any service customarily provided by or required by the local education agency responsible for the student, if applicable.
 - (c) Unless approved in writing by VR, each Student authorized to receive services shall be limited to 200 hours of Pre-ETS per Agreement cycle across all 5 Pre-ETS categories.
 - (d) VR has the right to limit or terminate hours of Pre-ETS per category, per Student within this Agreement based on progress reported, continued analysis, and determination of need.
 - (e) Authorization of Pre-ETS service shall be documented on:
 - i. The request for Pre-ETS Form for recipients who are potentially eligible or in application status for VR services, or
 - ii. Through the Pre-ETS Dashboard, or
 - iii. Part of the Student's IPE.

b. Allowable Pre-ETS Coordination Activities.

The Agency shall provide Pre-ETS Coordination activities as outlined in the budget plan as follows:

- (1) Working with employers to develop work opportunities for students with disabilities, including internships, apprenticeships, summer employment and other employment opportunities available throughout the school year,
- (2) Working with schools, including those carrying out activities under section 614(d) of the IDEA, to coordinate and ensure the provision of pre-employment transition services under this section;

c. Standardized Forms.

Contractor shall use the forms created by VR that are made available on the VR website to perform the Work. VR may periodically update the forms to meet programmatic requirements.

<https://www.oregon.gov/dhs/EMPLOYMENT/VR/Pages/Providers-Partners.aspx>

VR's standardized forms include the following: Request for pre-ETS Form (Exhibit E), Pre-ETS Procedure and Reporting Guide (Exhibit F), and Student Reflection Sheet (Exhibit G).

d. Provider Requirements.

All persons and entities the Agency engages under this Agreement, including its employees and approved subcontractors, shall be appropriately trained, licensed, certified and credentialed as required by law.

Staff who are providing Pre-ETS shall meet the following qualifications:

- (1) High school diploma or GED, with a preference for more education,
- (2) Successful completion of a training series determined by VR within 30 days of contract execution or employment,
- (3) Two years relevant experience, or provides 2 references that demonstrate acceptable performance for tasks or work required within this contract,
- (4) Completion of background check and documentation of clearance kept on file with Contractor.

Documentation of staff qualifications and proof of a name-based criminal record background check shall be available upon request to VR.

4. Reporting Requirements.

Monthly Reporting Schedule: Each monthly reporting period ends on the final day of that month. All materials, information, and reports must be submitted by the 5th day of the following month.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

a. As consideration for the services provided by Agency during the period specified in Section 1., **Effective Date and Duration**, of this Agreement, ODHS will pay to Agency, a maximum not-to-exceed amount as specified in Section 3., **Consideration** of this Agreement, to be paid as follows:

(1) Pre-ETS

(a) The rate for arrangement and provision of the five required pre-ETS, as well as Pre-ETS Coordination is \$50.00 per hour. For all reporting and payment provisions see Pre-ETS Contract Procedures and Reporting Guide (Exhibit F).

Billable hours for arrangement and provision of services shall be in accordance with the approved authorization for such services.

For travel requiring 2 or more hours of travel each way, providers shall first offer virtual services if it will meet the student’s needs. When virtual services do not meet the student’s need as determined by VR, and in-person services are required, services shall be for no less than 3 hours and whenever possible, shall take place in a group setting.

Ratios for services shall follow these general guidelines, VR may approve exceptions on an individual basis.

Preparation	Direct Service	Reporting
30 minutes per	3 hours of service	30 minutes

When Pre-ETS are provided in a group setting, hours are billable as follows.

- i. All arrangement of the Pre-ETS activity shall be billed at \$50 per hour per Pre-ETS provider planning the activity.
- ii. Travel to and from an activity shall be billed at \$50 per hour per Pre-ETS provider attending the activity. Travel shall begin from the provider’s place of business. The smallest increment of any allowable travel shall be 15 minutes.

- iii. Hours worked during the actual activity where students are experiencing the activity, and adults are leading or supporting the activity shall be charged at \$50 per hour per student.

When students are independently participating in a Pre-ETS arranged by a Pre-ETS provider, whether individually or in a group setting, the hours the student is participating independently are not billable.

The minimum billable time is 1 hour. This hour may be a culmination of arrangement for services, delivery of services over one or more sessions, and reporting of services as allowable under 34 CFR 361.48(a). The smallest increment of any allowable service shall be 15 minutes.

- (b) Unallowable Costs. The following costs have been identified as unallowable. For a cost to be allowable, it must also be reasonable, necessary, and allocable. This list is not all inclusive as there are many other unallowable costs that are not cited.
 - i. Any cost that is not allocable to, reasonable, and necessary for the performance of the Agreement.
 - ii. Research time spent on completing tasks, surveys, or any other work as part of a research project.
 - iii. Establishment Costs: Construction and costs for the Agency to establish a business and equipment costs necessary to operate the programs are unallowable expenses for this Agreement. The services provided through this Agreement do not meet the requirements for an establishment authority under 34 C.F.R. § 361.49(a)(1). These costs may not be charged as either a direct charge or as part of indirect recovery using federal funding.
 - iv. Marketing and advertising materials, or any time spent either informally or formally at events per CFR 200.421
- (2) VR has the right to deny payment for any Pre-ETS, travel, supplies, coordination activities or student wages not authorized that do not fall within the scope of what is identified in exhibit A.

b. Agency Invoice.

- (1) Agency shall use the invoice template provided by VR and submit all invoices through their Pre-ETS Dashboard, or to any other address as ODHS may indicate in writing, to Agency using the schedule outlined below. Agency's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- (2) Invoice shall include the following; Pre-ETS Direct Services and total hours of services provided, Pre-ETS Coordination Activities, name of

activity, date of activity, purpose of activity, and total hours spent on an activity.

Hours for Pre-ETS Coordination Activities may not exceed 40% in total for the Agreement budget period.

For Student Wages: Expense Reports shall include the following: Pay stubs.

For travel and supplies: Expense Reports shall include the following: Per diem, lodging, mileage reimbursement, and supplies.

- 2. Travel and Other Expenses.** ODHS will reimburse Agency for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of Contractor's obligations under this Contract, and with prior approval by VR.
 - a.** ODHS will reimburse Agency up to the amount specified in Section 2.c. of this Exhibit A, Part 2, "Payment and Financial Reporting" for travel expenses at the rates specified in the Oregon Accounting Manual as of the date Agency incurs the travel expenses. The Oregon Accounting Manual is available at <https://www.oregon.gov/das/Financial/Acctng/Pages/OAM.aspx>. Agency shall travel in the most efficient and cost-effective manner resulting in the best value to ODHS. Travel shall begin from the provider's place of business. The travel must comply with all the requirements specified in this Section and must be for official Agency business under this Agreement only. Agency shall provide ODHS with receipts for all travel expenses incurred, except meals, for which Agency seeks reimbursement.
 - b.** ODHS will reimburse Agency up to the amount specified in Section 2.c. of this Exhibit A, Part 2, "Payment and Financial Reporting" for supplies and student wages for Work Based Learning Experience. Supplies includes materials which are curricular in nature that directly facilitate the provision of Pre-ETS as outlined in this Agreement. Agency shall provide ODHS with receipts for all supply expenses incurred for which Agency seeks reimbursement. Student wages shall be paid at minimum wage or higher and shall occur at a competitive integrated setting within the community. If a work-based learning experience is not available in the community, prior approval by VR is required. Agency shall provide ODHS with student pay stub for reimbursement of actual costs.
 - c.** Additional proportional costs for the provision of direct services, to include:
 - (1) With VR prior approval, travel per OAM rates not to exceed a total of \$18,060.00 for this Agreement which includes.
 - (a) Per diem lodging
 - (b) Per diem meals
 - (c) Per diem mileage reimbursement
 - (2) Supplies not to exceed a total of \$4,000.00 for this Agreement
 - (3) Student wages not to exceed a total of \$42,303.00 for this Agreement

d. Monthly Reporting Schedule:

Each monthly service period ends on the final day of that month. All materials, information and reports must be submitted by the 5th day of the following month. Youth Service Coordinators will process and approve submissions by the 15th of the month. Reports will be provided to the business office on the 16th of each month with Invoices due for submission on the 25th of the month.

The remainder of this page intentionally left blank

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Agency on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Agency, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Agreement, Agency shall comply, and ensure that all of Agency’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of ODHS;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS’ Agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as ODHS’ employees; and
 - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
 - i. Agency and its officers, directors and employees with access to, or who use FTI provided by ODHS must meet

the background check requirements defined in IRS Publication 1075;

- ii. Any FTI made available to Agency shall be used only for the purpose of carrying out the provisions of this Agreement. Agency shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Agency is prohibited;
 - iii. Agency shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (d) Agency may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, ODHS, Agency and any subcontractor will share information as necessary to effectively serve ODHS clients.

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;
 - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
 - (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, Agency shall return or destroy all copies of Confidential Information, and Agency shall certify in writing the return or destruction of all Confidential Information.

- d.** “Client” means any individual, family or provider:
- (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;
 - (3) Who is under the custody, care, or both of ODHS; or
 - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a.** Subject to Section 2.c. below, ODHS reserves the right to amend or extend this Agreement under the following general circumstances:
- (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS’ satisfaction with performance of the work or services provided by the Agency under this Agreement.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** ODHS further reserves the right to amend the Statement of Work for the following:
- (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c.** Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the

modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21., "Amendments" of this Agreement.

3. Agency Requirements to Report Abuse of Certain Classes of Persons.

- a.** Agency shall comply with, and cause all employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse, including but not limited to abuse of the following persons in Oregon:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b.** Agency shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The Agency does not need to know abuse occurred, just suspect abuse, to be required to report.
- c.** In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, Agency shall also notify the local referring ODHS' caseworker within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, Agency shall also notify the local Aging and People with Disabilities Office of ODHS within 24 hours.
- d.** If known, the abuse report must contain the following:
 - (1) The name and address of the abused person and any people responsible for that person's care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

- a.** The following individuals providing services under this Contract are subject to a background check through the Agency's Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370, as such rules may be revised from time to time:

- (1) All employees of Contractor providing care or having access to Agency clients, client information, or client funds.
 - (2) All volunteers of Contractor providing care or having access to Agency clients, client information, or client funds.
 - (3) All subcontractors of Contractor providing care or having access to Agency clients, client information, or client funds.
- b.** All employees, volunteers, and subcontractors of Contractor receiving background checks from the Agency’s Background Check Unit are required to report to Contractor any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
 - c.** Within five business days of such notification, Contractor is required to report to the Agency’s Background Check Unit the employee, volunteer, or subcontractor’s new history. The Agency’s Background Check Unit may request a new background check to reevaluate the ongoing fitness of the Contractor’s employee, volunteer, or subcontractor.
 - d.** The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless if any individual has access to Agency clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, “Standard Terms and Conditions”, Section 15, “Records Maintenance; Access.”
- 5. Equal Access to Services.** Agency shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
 - 6. Media Disclosure.** Agency will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. Agency will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist Agency with an appropriate follow-up response for the media.
 - 7. Nondiscrimination.** Agency must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable Agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Agency shall comply with and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agency and Agreement. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. **Agency’s Representations and Warranties.** Agency represents and warrants to ODHS that:
 - (1) Agency has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Agency’s industry, trade or profession;
 - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
 - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

- a. The State of Oregon’s payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

6. Recovery of Overpayments. IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND ODHS, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, ODHS, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR ODHS TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. Ownership of Work Product.

- a. **Definitions.** As used in this Section, and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) “Agency Intellectual Property” means any intellectual property owned by Agency and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than ODHS or Agency.

- (3) “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to ODHS pursuant to the Work.
- b. Original Works.** All Work Product created by Agency pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of ODHS. ODHS and Agency agree that all Work Product is “work made for hire” of which ODHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Agency hereby irrevocably assigns to ODHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODHS' reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in ODHS. Agency forever waives any and all rights relating to original Work Product created pursuant to the Work, 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.
- c.** In the event that Work Product is Agency Intellectual Property, a derivative work based on Agency Intellectual Property or a compilation that includes Agency Intellectual Property, Agency hereby grants to ODHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency Intellectual Property and the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on ODHS' behalf.
- d.** In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Agency shall secure on ODHS' behalf and in the name of ODHS 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 the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODHS' behalf.
- 8. Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:
- a.** Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b.** Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by ODHS to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;

- c. Agency (1) 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, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency 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 Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by ODHS herein is untrue in any material respect when made.
10. **Termination.**
- a. **Agency Termination.** Agency may terminate this Agreement:
 - (1) For its convenience, upon at least 90 days advance written notice to ODHS;
 - (2) Upon 45 days advance written notice to ODHS, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
 - (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

- b. ODHS Termination.** ODHS may terminate this Agreement
- (1) For its convenience, upon at least thirty days advance written notice to Agency;
 - (2) Upon 45 days advance written notice to Agency, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
 - (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as ODHS may specify in the notice;
 - (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to Agency, if ODHS determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.
- c. Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- d. Return of Property.** Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to ODHS all of ODHS' property (including without limitation any Work Products for which ODHS has made payment in whole or in part) that are in the possession or under the control of

Agency in whatever stage of development and form of recordation such ODHS property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless ODHS expressly directs otherwise in such notice of termination. Upon ODHS' request, Agency shall surrender to anyone ODHS designates, all documents, research or objects or other tangible things needed to complete the Work Products.

11. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, ODHS shall have no further obligation to pay Agency under this Agreement.
- (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. Indemnity/Hold Harmless Provision. ODHS and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and ODHS each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

14. Insurance. Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and

transcripts. Agency 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 final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Agency or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither ODHS nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of ODHS or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** ODHS and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency’s performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly,

indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, fax, or mailing the same, postage prepaid to Agency or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by fax shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by fax must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same

counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
30. **Contribution.** 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 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State 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 the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the 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. The State’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.

With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the 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 the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of the Agency on the one hand and of the State 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. The Agency'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.

- 31. Indemnification by Subcontractors.** Agency shall take all reasonable steps to cause its contractor(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 ("Indemnitee") 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 Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** ODHS may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by the Agency, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with

limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, 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 \$1,000,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract 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 Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and

the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor'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 Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. 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) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this Agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies,

endorsements, self-insurance documents and related insurance documents to Agency/Local Government's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Agency shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** Agency shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Agency under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Agency shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. Agency shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Agency expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Agency expends less than \$750,000 in a fiscal year, Agency is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
8. **Debarment and Suspension.** Agency shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** RESERVE
11. **Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** RESERVE
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Agency, and Agency shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Agency shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E

Request For Pre-ETS From



Request for Pre-Employment Transition Services

You can get this document in other languages, large print, braille or a format you prefer free of charge. Contact your Youth Services coordinator or call 503-945-5880 (877-277-0513 toll-free) or email VR.INFO@odhsoha.oregon.gov. We accept all relay calls.

This form starts the process of accessing [Pre-Employment Transition Services \(Pre-ETS\)](#) These services are listed in [section 2](#). If you meet the requirements for getting Pre-ETS, this request will be put into action.

First name: _____ Middle: _____

Last name: _____ DOB: _____

Preferred name: _____ Gender: _____

School: _____

Social Security number (SSN) (if available): _____

Single Secure Student ID (SSID) number (if known): _____

Phone: _____ Email address: _____

Race: _____ Prefer not to answer (race/ethnicity)

Are you Hispanic or Latino/Latina? Yes No

Tribal Enrollment number or affiliation and Tribe: _____

Describe your disability or disabilities:

Who is making this request?

Student Parent or guardian School Staff Pre-ETS contractor

Other: _____

Student's post-secondary goal (long-term goal for working and learning as an adult after high school):

Still working on it

Goal: _____

Is this part of a group request? Yes No

1. Qualification for Pre-Employment Transition Services

- **Age:** 14 through 21 years old and has a disability
- **Disability:** Documentation showing disability (such as Individualized Education Plan (IEP), a 504 plan, medical records or a doctor's note)
- **Educational enrollment:** Proof the student is enrolled in a secondary school (including private school, home school or other alternative education program), post-secondary education program, or another recognized educational program and has not exited or withdrawn. The signature of school staff can verify enrollment.

2. Services of interest

Vocational Rehabilitation is committed to helping you on your career path journey. Please check the services you are interested in and need. Enter any additional information you want to include in the space provided.

Explore different job and career options (Job Exploration Counseling):

Practical work experience (Work-Based Learning Experience):

Explore next steps after school, learn about college or training programs (Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Education Programs at Institutions of Higher Education):

Learn skills to prepare for work (Workplace Readiness Training):

Learn how to ask for what you need (Instruction in Self-Advocacy):

3. Documentation and signatures

If you have any questions about this request, including about Pre-ETS and Oregon Vocational Rehabilitation (VR), please email VR at Pre.ETS@odhsoha.oregon.gov or reach out to your local VR office. Find your nearest local VR office using this link: <https://rb.gv/z2d8sy>.

Student

I have received information about Pre-ETS, and I agree to be contacted to learn more about these services.

Student signature: _____

School staff acknowledgement (principal, guidance counselor or teacher)

I confirm and attest that _____ is a student and that the student is receiving services under IDEA or section 504 as an individual with a disability.

School staff signature: _____

Parent or guardian acknowledgement

I give the listed school permission to provide VR with information necessary to verify the student meets the [qualifications outlined above](#). Verifying information may or may not include keeping documents. This information may include:

- Individualized Education Program
- 504 accommodation plan
- Psychological evaluations
- Work experience information
- Career exploration information

I also give permission for Oregon VR to exchange information with staff of the school named above. I acknowledge that if other information is necessary a Release of Information will be required.

Parent or guardian signature: _____

General terms and conditions

Oregon VR services are based on the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Pre-ETS are free to students with disabilities who have been verified and authorized by an Oregon VR staff.

Contractor acknowledgement

Once a student is verified and authorized by VR, I agree to provide services to this student as outlined in Pre-ETS Agreement.

What **district** do you work in, if applicable? _____

Contractor signature: _____

For VR staff only

Date received: _____

Assigned to: _____

Position: _____

Pre-ETS authorization

Job Exploration (_____ hrs.) Work-Based Learning Experience (_____ hrs.)

Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Education Programs at Institutions of Higher Education (_____ hrs.)

Workplace Readiness Training (_____ hrs.)

Instruction in Self-Advocacy (_____ hrs.)

VR staff signature: _____

EXHIBIT F

Pre-ETS Procedure and Reporting Guide

Procedural and Reporting Requirements for Pre-ETS Contracts

1. Contract Referral:

- 1) If a new student:
 - i. Contractor will search to see if student exists in Pre-ETS Dashboard.
 - ii. If not, the Contractor initiates a request using the Request for Pre-ETS feature of the Pre-ETS Dashboard.
 - iii. As part of the request, a completed Request for Pre-ETS form must be uploaded in the Pre-ETS Dashboard.
- 2) If a returning student:
 - i. Contractor will search to see if student exists in Pre-ETS Dashboard.
 - ii. If the student exists in Pre-ETS Dashboard, contractor will verify which Pre-ETS categories have been approved. If additional Pre-ETS categories are needed, the contractor will submit a request for additional Pre-ETS categories.

2. Manual Process [Potential Aware Interface for data]-Youth Service Coordinator Review:

- 1) The Youth Service Coordinator reviews the form and returns it if in need of corrections or clarifications.
- 2) Once the form is accurate and complete, the Youth Service Coordinator checks to see if the student is already in ORCA.
 - i. Determination of Assigned VR Employee who will authorize Pre-ETS
 1. For students in IPE when services are being provided by contracted vendors, VRC is assigned VR employee.
 2. For any students prior to an IPE, including students in application and eligible status, the Youth Service Coordinator is assigned VR Employee.
- 3) If the student is eligible and has an approved Individual Plan for Employment (IPE), they notify the VRC of the referral.
- 4) For any students prior to an IPE, including potentially eligible students, the Youth Service Coordinator handles the referral.
- 5) If the student is not yet in ORCA (no open pre-case or VR case), the assigned youth team member opens a new Pre-Case for the student being referred and adds school and education information in the educational goal in ORCA.
- 6) The assigned VR employee determines the student meets the definition of a student with a disability and is indicated as a 'Student with a disability (SWD) in the system.
 - i. Ages 14 through 21.
 - ii. Has IEP, 504 or other documented disability.
 - iii. Is enrolled in a school which leads to credential or certification (high school or post high school).

3. Authorization of Pre-ETS:

- 1) The assigned VR staff determines need for Pre-ETS by assessing the request information and authorizes specific Pre-ETS services for the student. The authorization may also include any auxiliary aids or services necessary for the student to access the Pre-ETS authorized.
 - i. The authorization ensures services are not duplicative of school services and that authorized Pre-ETS are reasonable, allocable, and necessary.

- ii. In the event that the student needs additional services in order to participate in Pre-ETS, the youth coordinator will refer the student to a VRC counselor to apply for VR services, determine eligibility and develop an IPE.

4. VR staff notifies vendor of authorized services for the student. [Potential Aware Interface for data] Service Provision by Contractor:

- 1) The Contractor provides services as authorized, collecting required documentation (See Step 5).

5. Reporting of Pre-ETS services by Contractor:

By the 5th calendar day of the month following the month of service, the contractor submits all reporting for each student served with verification documentation into the Pre-ETS Dashboard. For each student this includes:

- 1) Services provided for each student, uploading required documentation:
 - i. Any supporting documents that serve as evidence of completion of Pre-ETS as authorized.
 1. If producing something, provide the product (resume, results from interest inventory, etc.)
 2. If an experience, use a dated student reflection or a dated sign in sheet.

2) Travel and Supplies

- i. Receipts for supplies
- ii. Receipts for lodging
- iii. Mileage logs
- iv. Per Diem reimbursements as outlined in Contractor expense report

3) Student Wages

- i. Student Pay Stubs

Note: Quarterly Progress: Progress toward completion of services, outcomes, recommendations for further services, and plan for when to submit application for VR if applicable should be discussed no less than quarterly at Pre-ETS Contract Staffing meetings coordinated by Youth Services Coordinator for each branch in their assigned region.

6. Approval of Pre-ETS Services for Payment:

- 1) The assigned VR employee reviews service(s) reported and supporting documentation. If additional information documentation is needed, the VR employee contacts the Contractor to communicate the need.
- 2) Manual Process [Potential Aware Interface for data]-Once the assigned VR employee determines the supporting documentation provided is acceptable, the VR employee flags the service for approval in Pre-ETS Dashboard

7. Invoicing and Payment:

1. On the 16th day of each month, Service Reports will be generated out of the Pre-ETS dashboard based on what the Contractor has submitted for Pre-ETS Services and Pre-ETS Coordination Activities in the Pre-ETS Dashboard, which includes all services reported by the Contractor and approved by the assigned VR employee.

- i. This report is organized by Contractor, student, and sub-category with reported hours and costs.
- 2. The Contractor will have 10 calendar days to review the Service Report, seek clarification and/or request adjustments, create the invoice, and submit to the Pre-ETS Dashboard.
- 3. Within 45 days of submission of the invoice, VR staff checks for accuracy.
 - i. If there are discrepancies, the Youth Contracts Coordinator reaches out to the Contractor to address.
 - ii. The assigned VR employee downloads the invoice and corresponding services report, creates a payment request, and VR processes for payment.

For Pre-ETS Coordination reports and invoices (non-student specific):

- 3) By the 5th day of each month the contractor will submit monthly coordination reports for the prior month with required documentation in the Pre-ETS Dashboard detailing:
 - 1. Total coordination activities and hours
 - i. Pre-ETS Coordination Activities:
 - 1. Name of activity
 - 2. Date of activity
 - 3. Purpose of activity
 - 4. Which of the two allowable Coordination Activities this represents
 - 5. Total hours spent on activity. *Note: Hours for Pre-ETS Coordination Activities may not exceed 40% of the total hours for the budget period.*
 - 2. Total travel cost
 - 3. Total supply costs
- 4) VR staff will review overnight travel and supply costs to ensure they match what was approved.
- 5) Invoice is processed for payment following the schedule outlined in Step 7.

EXHIBIT G

Student Reflection Sheet

Student Name: _____ Date: _____

Pre-ETS Reflection Sheet

--	--	--

3 Things I learned

--	--

2 Things I found interesting

--

1 Question I have

Overall Rating: 1 2 3 4 5



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Overnight Training Camp for RHS Cross Country-Team

Type: Action Item Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- Marginalized Students
- Culturally Responsive Teaching
- Student and Staff Wellness
- Professional Development

Summary / Background:

This camp will improve each athlete's fitness and serve as a team-building opportunity. Of course, it will also be fun, and many of our student-athletes are anxiously looking forward to the opportunity.

The team will be departing from RHS on the morning of Monday, August 26 and return the afternoon of Thursday, August 29. The team will stay in Government Camp at a skiing lodge designed for large groups. The lodge will be used as the base and the team will go from there to different running locations. Over the 4 days the athletes will advance their conditioning, learn about nutrition, and about other aspects of becoming a better athlete.

Previous Board Action:

Similar camps were approved pre-pandemic for the Cross-Country team.

Financial Implications:

\$180 per student. \$90 will be paid through the Cross-Country ASB account, and an additional fee of \$90 paid by the athlete. No athlete will be excluded due to lack of funds.

Cost Breakdown:

Lodging: \$135 per person for the three nights.

Food expenses: \$45 per person. The team will prepare meals at the lodge.

District funds will be used for two Activity Buses for transportation. Both coaches are completing Activity Vehicle Certification to operate these vehicles. These vehicles will be used for transportation from RHS to Government Camp and return. They will also be used for transportation to running trails while at camp.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Cross-Country Training Camp for Reynolds High School students as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Field Trips and Special Events**

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the board through the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;
3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must no unduly delay the return of the bus to the school;
5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;
6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;
7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;
10. Student travel requests over 100 miles out-of-state, one-way or any overnight travel must have prior board approval.

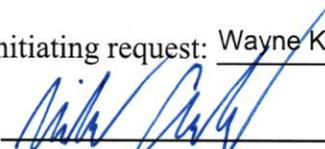
Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: Cross Country Team School: Reynolds High School

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: June 2, 2024 Date(s) of Activity: 08/26/24-08/29/24

If sufficient space is not available on this form, supporting data should be attached.

- 1. Purpose of the trip. (Complete related section on the next page.)
Training camp for Cross Country Team
- 2. List staff member(s) responsible for students. List all other supervisors on trip.
Coach Wayne Kuechler & Coach Gil Gongora (Additional female not yet identified)
- 3. School equipment to be used:
Two school district Activity Vehicles driven by coaches
- 4. Lodging:
Ski Lodge located at: 88405 E. Frontage Rd. ,Government Camp, OR
- 5. Will Student Travel Insurance be obtained? Yes No
- 6. Estimated number of students: 21 Number of supervisors: 3
- 7. Parent permission slip on file: Yes No
- 8. Person or persons initiating request: Wayne Kuechler Date: 06/02/2024
- 9. Principal approval:  Date: 6-2-24

Decision: Preliminary approval to continue with planning Yes No

If denied, reason _____

District Activities Coordinator Date

Final Approval Yes No

District Activities Coordinator Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.
See attached "Fall 2024 Training Camp - Plan & Itinerary"
There is also additional information not contained or requested below contained in "Fall 2024 Training Camp - Plan & Itinerary"
2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
The objective is to advance team training and fitness as well as team cohesion. We will also be teaching lessons on "Nutrition for Endurance Athletes & Injury Prevention"
3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
In addition to the training we will be teaching lessons on, "Nutrition for Endurance Athletes" & "Injury Prevention for Endurance Athletes"
4. What effect does the trip have on other classes or programs?
The trip is before the beginning of regular class sessions.
5. Estimated cost of trip \$ 180/Person . Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)
Athletes will be asked to contribute \$90 each. The other \$90 will be from our Cross Country ASB account. Athletes will not be excluded due to family difficulty in paying \$90. "Scholarships" from the XC ASB funds will be awarded as needed.
6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).
Coach Kuechler and Coach Gongora will each be driving a District Activity Vehicle. Both are in process of completeing or updating certification with District Transportation. We will transport from RHS to lodging and to trailheads for workouts. We will transport back to RHS on completion.
7. Describe supervision plans to ensure maximum safety for students.
The transportation is all controlled. Parents may transport to lodge or students will use provided transportation. Lodging is secure and safe. Genders of athletes will be on seperate floors and rooms at lodge. "Free Time" is limited and students will always remain in pairs (at minimum). Running trails selected are all well used/not isolated.

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: _____

Description of field trip/activity: _____

Location/Destination: _____

Date(s) of field trip/activity: _____

Name(s) of person in charge of field trip/activity: _____

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

Student Signature

Date

Parent Signature

Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____

Birth Date: _____

Address: _____

Home Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____

Relationship: _____

Telephone: _____

Medical Contact Information:

Physician: _____

Telephone: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:

Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.

Activity:

Parent/Guardian Signature

Date

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: OSEA Collective Bargaining Agreement

Type: Action Item Report / Presentation

Policy: BBA: Board Powers and Duties

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |
-

Summary / Background:

The District and Oregon School Employees Association, Chapter 37 agreed on a three year contract effective July 1, 2024 – June 30, 2027.

Please refer to the following attachment(s): OSEA Collective Bargaining Agreement

Previous Board Action:

The Board approved the previous contract on October 27, 2021.

Financial Implications:

This agreement includes a COLA of 5% for 2024-25, 4% for 2025-26, and 2% for 2026-27.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the OSEA Collective Bargaining Agreement, which will serve as the protocol for classified staff for the duration of the agreement.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

COLLECTIVE BARGAINING AGREEMENT

Between the

Reynolds SCHOOL DISTRICT

and the

**OREGON SCHOOL EMPLOYEES ASSOCIATION
Reynolds CHAPTER 37**



Collective Bargaining Agreement - 2024-2027

Table of Contents

Article 1 – Recognition.....	2
Article 2 – District Rights.....	3
Article 3 – Physical Examination.....	4
Article 4 – Fringe Benefits.....	5
Article 5 – Paid Leaves of Absence.....	8
Sick Leave.....	8
Bereavement.....	9
Court Appearances.....	9
Personal Leave.....	9
Worker’s Compensation Leave.....	10
Military Leave.....	11
Workplace Protection for Victims of Domestic Violence, Sexual Assault or Stalking.....	11
Article 6 – Unpaid Leaves of Absence.....	12
Unpaid Medical Leave.....	12
Short Term Leave of Absence.....	12
Long Term Unpaid Leave of Absence.....	12
Military Leave.....	12
Article 7 – Emergency Closure.....	13
Emergency or Inclement Weather Closure.....	13
Late Opening.....	15
Article 8 – Salary.....	16
Salaries.....	16
Longevity Pay.....	16
Salary Duration.....	16
Changes in Position.....	17
Temporary Assignment.....	17
Involuntary Transfer.....	17
Voluntary Transfer.....	17
New Employee Salary Placement.....	17
Step Increase.....	18
Shift Differential.....	18
Overtime.....	18
Compensatory Time.....	19
On Call Compensation.....	19
Automated Timekeeping.....	19
Cell Phone Stipend.....	19
Bilingual Stipend.....	20
Overnight Trip Pay.....	20
Educational and Media Assistants.....	21
Groundskeepers.....	22
Job Reclassification Committee.....	22

Table of Contents

Article 9 – Holidays.....	26
Article 10 – Vacations.....	27
Years of Service.....	27
Article 11 – Work Time.....	28
Workweek.....	28
Workday.....	28
Work Year.....	28
Lunch Period.....	30
Callback Time.....	30
Rest Period.....	31
Work Site Attendance.....	31
Article 12 – Union Rights.....	33
Bulletin Boards.....	34
Access to District Facilities.....	34
Use of Equipment.....	35
Property Loss.....	36
Time Release.....	36
Union Updates.....	36
Right to Receive New Hire Information.....	37
Article 13 – Personnel Records.....	38
Confidential Personnel Files.....	38
File Review.....	38
Written Attachments.....	39
Use of Materials in Files.....	39
Evaluations.....	39
Article 14 – Seniority/Layoff/Recall.....	40
Seniority.....	40
Classification Groups.....	40
Reduction in Force.....	40
Bumping.....	41
Recall.....	41
Benefits.....	42
Insurance Coverage.....	42
Hiring Restrictions.....	42
Reduction of Hours.....	42
Article 15 – Union Dues.....	43
Article 16 – Strikes, Work Stoppage, and Lockout.....	44
Article 17 – Separability.....	45
Article 18 – Funding.....	46

Table of Contents

Article 19 – Discipline, Dismissal, and Performance.....	47
Dismissal and Discipline.....	47
Administrative Leave.....	48
Article 20 – Grievance Procedure/Contract Maintenance.....	49
Definitions.....	49
Purpose.....	49
Procedures.....	49
Rights of Employees to Representation.....	52
Other Employee Concerns.....	53
Article 21 – Transportation.....	54
Certification.....	54
Average Hour Guidelines.....	54
Overtime.....	56
Assignment Guidelines.....	57
Summer Routes.....	59
Overnight Trip Pay.....	60
Article 22 – Meetings and Conventions.....	61
Article 23 – Workshops/Courses.....	62
Article 24 – Job Openings.....	63
Notification.....	63
Appointment.....	63
Probation for New Appointments.....	64
New Employee Probationary Period.....	64
Summer Vacancies.....	64
Summer Job Openings.....	64
Union Copies.....	64
PERS Retirees.....	65
Article 25 – Non-Discrimination.....	66
Article 26 – Workplace and Environmental Safety.....	67
Working Conditions.....	68
Acts of Physical Aggression Causing Employee Injury.....	68
Safety Committee.....	69
Safety Violations.....	69
District Behavior Response Committee.....	70
Article 27– Contracting Out.....	71
Article 28– Classified Staff with Licensure (CSL).....	72
Appendix A: Classifications.....	75
Appendix B: Classified Salary Schedule.....	77
Index.....	70

Contract Agreement between Reynolds School District #7 and Oregon School Employees Association Chapter 37

This Agreement is made and entered into as of the 1st day of July, 2024, by the Oregon School Employees Association, Chapter 37, hereinafter referred to as the "Union," and the Board of Education of School District #7, hereinafter referred to as the "Board" or "District."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for regular classified personnel included in the bargaining unit.

Now, therefore, the parties hereto agree to be bound by the provisions set forth in this agreement.

The duration of this Agreement shall be three (3) years from July 1, 2024, provided, however, that it shall be renewed automatically on its termination date for another one year, in the form in which it has been written and amended or supplemented during its life by mutual agreement; unless one party gives written notice to the other party before its current expiration date of its intention to terminate, amend, or modify the Agreement. However, provisions of this Agreement shall remain in full effect and force during the negotiations for a successive contract and until such time as a successor document is ratified by the employee representative and the District.

In witness thereof, the parties hereby affix their signatures as of the date first written above.

Naomi Bledsoe, OSEA President

Ana Gonzalez Muñoz, Board Chair

Ben Koskela, OSEA Vice President

Frank Caropelo, Superintendent

Teri Staudinger, OSEA Field Rep

Shaunice Silas, Executive Director of HR

Christina Bederka, Bargaining Chair

Holly Langan, Executive Director of Finance

Sue Mutschler

Christy Foote, Director of Nutrition

John Lund

Deb Miller, Director of Special Education

Kristy Cousineau

Chris Ellison, Director of Transportation

Shelly Koetje

Ed Baker

Article 1 - Recognition

- A. The Board recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it recognizes that all supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit, as determined by the Employment Relations Board (ERB).
- B. For the purpose of this Article, substitute employees are those irregular employees called in to replace regular employees who are sick or on an excused absence.
- C. For the purpose of this Article, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help or any specific job) and can be repeated.
- D. An employee hired for a new position may be hired for the balance of the school year with all benefits of the contract except seniority, layoff and recall. Should that employee be rehired by the District the following school year in the same position, **they will become a regular employee, and** their original hire date will be that of their first balance-of-the-year date of hire.
- E. Beginning in March of each school year, the District may identify job openings as “balance of the year” if there is a possibility that the job may not be carried forward to the new school year. The District will notify the Union and the job will be considered temporary. Should an extension of the sixty-five (65) days be needed to complete the school year, the Union and the District will negotiate that extension.
- F. The above recognition of the right of the Union to represent the classified employees in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies; however, the Board agrees to confer and ask for input from the Union on matters of policy affecting the classified school employees. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary, unless specifically nullified by this Agreement.

Article 2 – District Rights

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Board retains all its customary, usual, and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the district or any part of the district. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement and applicable law. The Board retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement or applicable law.
- B. Nothing in this Agreement shall require the District to continue in existence any of its present programs.

In the event the District considers the option of contracting out any bargaining unit work, the District will notify the Union of said consideration at least ninety (90) days prior to implementation. The District agrees to bargain the decision with the Union during that 90-day period.

If, after such bargaining over the decision (if any is requested by the Union), the District decides to contract out, the District shall enter into good faith bargaining with the Union over the impact to the employees of the decision. It is understood that the District may implement its decision thirty (30) days following final Board action regardless of the status of impact bargaining.

- C. Notwithstanding the above, the District shall inform the employee of any action which results in a reduction in staff prior to that decision.
- D. The District email system shall be considered an official form of communication for departmental, District, Union, and school business. Employees with daily access to a computer at work are expected to have an up-to-date District email account and to check it regularly for departmental, District and school communications.

The Union and the District will jointly identify those employees not having daily access to a District email account.

Article 3 – Physical Examination

- A. The district will pay all costs of required physical examinations, including EKG's and eye examinations. The District will establish standards for such physicals and may recommend the physician to be used. If the employee chooses to have the physical exam conducted by a physician other than the one recommended by the District, the District will only be obligated to pay the amount it would have paid to the recommended physician. Any charges beyond that are the responsibility of the employee.

- B. When an employee chooses to have the physical examination performed by a physician of the employee's choice, the District may require a second opinion by a doctor of the District's choice. In such case, the District will pay the cost for the second opinion.

If the employee wishes to know the reasons for a second opinion, a meeting will be scheduled with the supervisor to have the decision explained.

- C. Drug and alcohol testing shall be done in accordance with state and federal law, and district policies GBEC and GBEDA.

Article 4 - Fringe Benefits

A. Eligibility

Employees working half-time or more in regular District programs will be eligible for fringe benefits effective the first day of the month following the first month in which the employee has worked ten (10) days. All members will be provided employee assistance program benefits and group term life insurance, regardless of FTE.

B. For eligible employees, the District will contribute up to the following monthly amounts for the purchase of District-provided major medical, dental (including orthodontics), vision, prescription, disability, and life insurance/annuity programs.

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
Twelve (12) month employees	\$1545	\$1595	\$1645
<i>Employees who work less than twelve months</i>	\$1311	\$1361	\$1411

Any regular full time and regular part time employee who works beyond their work calendar days into the summer for one year may request a review to determine if a change in benefit compensation is warranted.

C. The employee will have the choice of allocating fringe benefit dollars to any major medical, dental (including orthodontics), vision, prescription, disability, and term life insurance currently offered by the District through OEBC and its District agents of record. Any benefit dollars not used for the previous listed options will be reduced by one half and the employee can use them toward any District-provided group insurance currently available through District agents of record in association with the OSEA benefit committee. Should the employee choose not to utilize one of the District health insurance plans, the employee will provide the District with a letter stating the employee has coverage from another source.

D. Insurance Pool

Members will be limited to spending 50% of their unused District insurance contribution dollars for the purchase of insurance plans not covered in Section B of this article. An insurance benefit pool is funded from the district contribution less the cost of member selections to minimize out-of-pocket expenses for benefit-eligible employees. Annually, by January 15, the Association and District will calculate the pool funds to determine any additional amount to be provided to employees with out-of-pocket expenses for basic medical, vision, and dental insurance. The District and Association may meet more frequently than annually to effectively manage the pool, including to increase or to decrease the contribution to members based on the pool fund balance. Prior year pool funds will be carried forward for use by members

E. Long-Term Disability

The District will provide a Long-Term Disability Insurance plan for each member for the duration of this agreement. Benefits begin following a 90-day waiting period.

F. Group Life Insurance

The District will provide, at no cost to the employee, term life insurance in the amount of \$50,000 for each employee in the bargaining unit.

G. Employee Assistance Program

The District will provide an Employee Assistance Program for all bargaining unit members.

H. Joint Benefit Committee

District and Union will **convene** a joint benefit committee for the purpose of **reviewing and** exploring alternatives to the current **benefit package** to members. The **District HR/Finance teams convene the meeting, which** will be **composed** of three (3) members selected by the Union and three (3) individuals selected by the District. The Committee may **be convened as necessary, but not less than once per year, and will have a goal of submitting on or before May 15 of each year a recommendation for changes to the employee benefit package.**

I. Sick Leave Bank

The Sick Leave Bank is a cooperative effort between the District and OSEA. **The intent of the sick leave bank is to bridge the time loss required by an employee's illness or disability and their return to work. Other categories of leave days are not available for that purpose. The sick leave bank is available to supplement sick leave days after exhausting all eligible leave and is not intended to replace other available categories of leave days nor use the availability of unpaid medical leave. Only employees who have contributed to the Sick Leave Bank are eligible. To be eligible, an employee must donate a minimum of one day of sick leave while employed by the District.** To utilize the Sick Leave Bank, please notify OSEA Chapter President and the **Leave Specialist in** Human Resources.

By November 1st of each year, the District shall notify OSEA Leadership of members not participating in the Sick Leave Bank. The District will keep accurate records of leave accumulated and used by the Bank. These records will be available for review by the Joint Benefit Committee as necessary and appropriate. An annual report will

be given to OSEA by November 1st of each year stating a beginning balance, contributions, total requests, days granted, and ending balance.

Article 5 - Paid Leaves of Absence

A. Sick Leave

Employees who are absent because of personal illness, injury, or pregnancy, or for any other reason set forth in ***Paid Family Medical Leave Insurance (PFMLI)*** and the Oregon Sick Time law, will receive compensation during such absence in accordance with those laws.

1. All employees will be granted ten (10) days sick leave during each school year ***in accordance with ORS 332.507.***

Employees who work more than 195 days but less than 12 months will be credited with one additional day for a total of eleven (11) days.

Employees who work 12 months will be credited two additional days for a total of twelve (12) days.

Such sick leave will be credited to said employees on the first school day of the Fall semester. In the case of employees who begin service after commencement of the school year, sick leave days will be credited on the first day of employment and will be prorated.

2. Sick leave will accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, will, upon proper verification, be allowed to transfer into this District the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's attending physician or practitioner that injury or illness prevents the individual from work. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.
5. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
6. Unused sick leave will be reported to Public Employees' Retirement System (PERS) upon retirement in accordance with the law.

B. Bereavement Leave

Upon request, employees will be allowed up to three (3) days of absence with pay for **each** death. The Superintendent may approve additional days. Such leave will not accumulate from year to year. Employees will be eligible for all other bereavement leave benefits as set forth in Oregon law.

When an employee is required to travel out of state for bereavement purposes, up to two (2) additional days of leave may be granted at the Superintendent's discretion. Such leave time granted is with full pay of the employee's normal work schedule and is non-accumulative.

C. Court Appearances

Absence from assigned work for court appearances and/or jury duty will be permitted under the following conditions:

No deduction will be made from the salary of an employee who is called for jury duty or is subpoenaed as a witness in a court case in which they are not personally involved provided the employee provides the District with a copy of the summons or subpoena.

The employee on jury duty or who is to appear as a witness in a case in which they are not personally involved will make every effort to determine in advance whether or not they will actually be required for jury service or as a witness on the day(s) scheduled. ***All employees, including those on swing shift, will not have to report to work on a day they are required to report for jury duty.***

D. Personal Leave

When an employee is absent because of an emergency or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, the District ***shall grant*** the employee three (3) days of personal leave per year or four (4) days personal leave per fiscal year for twelve (12) month employees, not cumulative, with the employee to be paid their daily pay.

Employees will be granted personal leave in not less than half day portions or in full shift/route increments as appropriate. When the District determines that a substitute is not required, employees may use personal leave in increments of two hours or in full shift/route increments as appropriate.

Employees who work more than 195 days per year will be granted four (4) personal days per fiscal year. Personal leave requests will be submitted to the building principal or immediate supervisor of the employee. Personal leave does not accumulate from year to year. Requests for personal leave should be made at the earliest possible time prior to the leave. Absences made necessary by emergencies may be approved if the request is submitted (within three (3) school days of return to work).

1. The principal or supervisor must be notified 48 hours in advance except in the case of an emergency. Employees will not be required to disclose the nature of their personal business when requesting such leave.
2. A denial will be presented to the employee in written form with the explanation stated. If the employee is dissatisfied with the explanation and it falls outside of one of the reasons for denials, they have the right to request a review with **Human Resources**.
3. No personal leave may be granted on days immediately before or after a school holiday, breaks, or vacation period, if applicable, nor on the opening day or closing of the school year without prior approval as noted above.

E. Immediate Family

For purposes of this Article, immediate family will include the employee's spouse or domestic partner (requires a domestic partnership affidavit on file **with Human Resources**), father, mother, son, daughter, brother, sister, grandparents, grandchildren, stepparents, aunts, uncles, nieces, nephews, in-laws, and/or, **if applicable for leave covered by PFMLI, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.**

F. Family Illnesses

For household family illnesses where the employee's presence is required, the employee may choose to use:

- Personal leave (**if available**)
 - **Accrued** sick leave
 - **Accrued** vacation leave (if applicable)
- When applicable, additional days may be used in accordance with:
- Oregon Sick Time Law (OSTL)
 - Oregon Family Leave Act (OFLA)
 - Family Medical Leave Act (FMLA)
 - **Paid Family Medical Leave Insurance (PFMLI)**
- When an employee qualifies for OFLA/FMLA and PFMLI simultaneously, the leave allotments shall run concurrently.**
- Up to four (4) days may be taken without pay

G. Worker's Compensation Leave

The District will reinstate or re-employ injured workers in accordance with applicable laws and regulations.

1. Any employee who has filed a Workers' Compensation claim that includes time loss may be paid during the three (3) day waiting period before insurance carrier payments begin by opting to use accumulated sick leave or vacation leave or personal leave.
2. The employee, or the Union on their behalf, will notify **Human Resources** as to their choice of using sick leave, personal leave, vacation time, or unpaid days to fulfill the

portion of wages lost. If no such notification occurs, the District will use available days in this order: sick leave, personal leave, vacation time, or unpaid leave.

- a. The employee must notify HR leave specialist and supervisor “Workers Comp” as the reason for absence. The District will deduct one (1) day of sick leave from the employee’s accrued sick leave, and the employee will continue to be paid at their regular rate of pay.**
- b. The employee will keep wage loss payments from the insurance carrier, the District will deduct appropriate leave *per a. above*), and the employee will continue to receive their regular rate of pay.**
- c. An employee electing unpaid days (*per a. above*) will not have accrued leave deducted from their leave account (in essence receiving only insurance carrier payments for their time-loss period).**

H. Military Leave

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. The employee will notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

I. Workplace Protections for Victims of Domestic Violence, Sexual Assault, or Stalking

The District will provide those protections and benefits as set forth in ORS 659A.290 for employees who are victims of domestic violence, sexual assault, or stalking.

Leave shall be granted, according to state law, to an employee to address domestic violence, sexual assault or stalking of themselves or a minor child or dependent.

J. Parental Leave

The District shall grant an employee parental/adoption leave in accordance with the Family Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) and/or Paid Family Medical Leave Insurance (PFMLI) Paid Leave Oregon.

K. Paid Family Medical Leave Insurance (PFMLI)

The District will participate in a state plan under PFMLI or an equivalent plan according to state law.

Article 6 - Unpaid Leaves of Absence

A. Unpaid Medical Leave

Employees who have exhausted all paid leave and statutory leave may be granted an unpaid medical leave of absence of up to one (1) year at the discretion of the District.

It is understood the employee must provide medical verification of the need for such leave and a medical release prior to his/her return to work.

B. Short Term Leave of Absence

Once each school year, an employee may request a short-term leave of absence without pay for up to ten (10) days providing:

1. The employee makes the request at least ten (10) days prior to the leave, except in an emergency.
2. The leave is not used for employment purposes.
3. The leave is not used for vacation purposes.

C. Long Term Unpaid Leave of Absence

The District, at its sole discretion, may grant long-term non-medical leaves of absence of up to one (1) year. Employees must apply at least sixty (60) days prior to the start of such leave, except in the case of emergencies, and will return on the mutually-agreed-upon return date unless the leave is extended in writing by the District. Replacement employee(s) will be employed on a temporary contract and will have no rights to recall. Persons on unpaid leaves will accumulate seniority for the period of leave.

D. Military Leave

The District will follow all applicable state and federal laws regarding military leave.

Article 7 – Emergency Closure

A. Emergency or Inclement Weather Closure

The District will notify employees when schools are to be closed for emergencies such as pandemic, acts of nature, or other unforeseen emergencies. Announcement of school closures over television stations, the District website, phone calls, **email, or text message**, to employees will constitute adequate notice.

Non-Essential Employees

When a decision has been made by the District to close school, non-essential employees will not be required to report for work.

Emergency Closure Leave

During the term of this agreement, employees will receive one (1) day paid leave to use for emergency closures per school year. In the event that an emergency closure exceeds the allotted emergency leave of (1) one day emergency leave, up to three (3) additional leave days may be approved by the superintendent for exceptional circumstances on a case-by-case basis. Employees will be notified within five (5) business days if additional leave days are approved.

If District schools and facilities are canceled or delayed during the employees' work year and the District will not be making up school day(s), employees will have the following options:

- Use the District-allocated Emergency Closure Leave day, or
- Report for work on site or remotely if the supervisor determines work is safe and available, or
- Take a paid vacation day(s) if applicable, or
- Take a paid personal leave day(s), or sick day(s), or
- Take unpaid leave (pay deduction), or
- With the supervisor's approval, the day may be scheduled and worked at a later time.

Make-up Days

If the District indicates emergency closure days will be made up later in the school year:

1. Leave or salary deductions taken for closure days that are then made up will be credited back to the employees.
2. Employees will work the make-up days without additional pay.
3. Non-essential employees who work on an emergency closure day and the corresponding make-up day will be paid for the make-up day.

Exceptional Circumstances

1. If non-essential employees are requested and agree to work with custodial, grounds, transportation, or maintenance doing outside inclement weather preparation or snow/ice removal, the employees **shall** receive their hourly rate plus an additional \$10.00 (ten dollars) per hour for the hours worked.
2. In the event a **non-essential** employee voluntarily requests and receives approval from their supervisor to report to work on a closure day due to inclement weather, the employee **shall** receive their hourly rate for the hours worked **plus an additional \$10.00 (ten dollars) per hour for the hours worked.**

Essential Employees

The District will implement a school closure notification for employees who are required to report or remain at work. These employees will be called “essential employees” and will be informed of this status in their job description prior to employment. When a decision has been made by the District to cancel or close school or close the District, only essential employees will be required to report for work or remain at work. ***Employees who are designated by the Superintendent as essential will be defined in writing by October 1 of the school year. Essential employees from the custodial, grounds, transportation, nutrition/warehouse driver or maintenance departments required to report for work on a closure day will receive their hourly rate plus an additional \$10.00 (ten dollars per hour) for the hours worked. Other essential employees required to report for work on a closure day will***

receive their regular hourly rate plus an additional \$5.00 (five dollars) per hour for the hours worked.

An employee who is called back to work on an emergency closure day outside the employee's regular shift will receive compensation for each occurrence but, in no event will the employee be paid less than two (2) hours at the employee's regular rate of pay.

Essential employees not able to attend work because of weather-related causes will notify their supervisor as soon as possible. Essential employees unable to report to work may use the following to account for their absence:

- a. Personal days
- b. Vacation days
- c. Unpaid days
- d. Make-up days (when applicable; paid when worked)***
- e. Sick Leave days

B. Emergency Late Opening/Early Closure

1. On an emergency or inclement weather "late opening," the District will make every effort to notify employees if there is an adjustment to their regularly scheduled shift a minimum of one hour before their start time.
2. In the event of a late opening, all employees will receive their regular daily wages. In addition, employees required to report at their regular time will be compensated at \$5 per hour for work indoors and \$10 per hour for work performed outdoors on site prior to opening. Employees are responsible for submitting hours worked in the current time-keeping system.
3. If employees are sent home early due to emergency closure, they will receive their regular daily wages.
4. Employees may be expected to report at their regular reporting time and work their regular shift without additional compensation when their regular reporting time occurs on or after the late opening.

Article 8 – Salary

A. Salaries

1. Salaries for the classified employees in the bargaining unit for **2024-2027** will be as indicated on the attached salary schedules (Appendix B).
2. The salary schedule for **2024-2025 through 2026-2027** will be as outlined in the attached salary schedule.
3. ***Employees shall have the option to be paid equally over ten (10) or twelve (12) months. The checks will be determined by multiplying their hourly wage by the number of contract hours and then by the number of contract days then dividing by ten (10) or twelve (12), whichever the employee has selected.***

B. Longevity Pay

1. Employees will qualify for a longevity pay at the completion of fifteen (15), twenty (20), twenty-five (25) years, and thirty (30) years of continuous employment with the District.

Longevity pay is an additional \$.35 per hour at fifteen (15) years, an additional \$.55 per hour at twenty (20) years, an additional \$.35 per hour at twenty-five (25) years and an additional \$.50 per hour at thirty (30) years and will be cumulative.

Longevity pay increases will begin the pay day following the employee's fifteenth, twentieth, twenty-fifth, or thirtieth anniversary date with the District.

2. In most cases, "Continuous Employment" will mean unbroken service from last date of hire. In cases where there has been an approved period of unpaid leave or layoff, the employee will receive credit for service before and after the break, but not during the break in calculating eligibility for longevity pay.

C. Salary Duration

Salaries, as indicated on the salary schedule, will be for the term of this Agreement unless amended or supplemented by mutual agreement of the Board and the Union.

D. **Changes in Positions**

Changes in positions involving a new duty of greater responsibility will be accomplished as follows:

1. The employee will first be raised one step on their current salary column.
2. They will then be moved over to the next step on the new salary column that is equal to or exceeds the adjusted step in number 1.
3. An employee at the top of their salary column prior to promotion will have 4% added to their current step before moving to the new salary column.

E. **Temporary Assignment**

An employee temporarily assigned by the District to replace an absent employee who is in a higher classification will assume all the duties and responsibilities of the assigned position and be considered working out-of-classification. Beginning the fifth day, an employee will be entitled to the rate of pay that is the comparable step in the new classification range which provides a salary one (1) step higher than the salary they were receiving prior to the assignment, or the rate of the first step of the new classification range, whichever is greater, from the first day of the assignment.

F. **Involuntary Transfer**

The employee who is transferred involuntarily on a reduction in force to a classification lower than the one under which they are working will be placed on the lower classification salary range at the same salary or the nearest comparable salary as they were receiving at the higher classification range.

G. **Voluntary Transfer**

When a job opening occurs, the District will give preference to requests on file and new applications by employees (as per Article 24 B). An employee may request a transfer by submitting a transfer request to Human Resources. Such a request will include the specific position(s) desired and will be valid for one (1) year from the date the request was submitted.

H. **New Employee Salary Placement**

The District retains the prerogative of salary placement of new employees. However, the District, upon reviewing the qualifications of the new employee, may grant one (1) year's credit on the salary schedule for each two (2) years worked in the job category **or similar work. The parties agree that the district shall have the right to hire a new employee above the third step of any salary range provided they have education or comparable experience in that position. The**

district agrees to notify the Association of such placement. Education credit shall be granted one step for an Associate's Degree and two steps for a Bachelor's Degree; provided, however, that additional steps shall not be awarded for multiple such degrees.

Only in exceptional situations will the District grant credit beyond the third step. In such cases the District will notify the Union President.

I. Placement of Current Employees

Employees who advance their education while employed by the district shall be granted one step for an Associate's Degree and two steps for a Bachelor's Degree; provided, however, that additional steps shall not be awarded for multiple such degrees, and that the employee shall not be granted these steps if they were granted such steps at the time of hire.

J. Step Increase

Employees will receive a step increase on July 1 of each year unless they are at the top of the schedule. However, an employee who is hired between January 1 and June 30 will not be eligible for the step increase in July. Step increases will not be considered part of the status quo, and therefore will not be granted without the mutual agreement of the parties, beyond the current contract.

K. Shift Differential

An employee working the graveyard shift (10:00 P.M. to 6:00 A.M.) will receive thirty (30) cents per hour in addition to the regular hourly rate.

Bus drivers who are in a cover driver position will receive a one dollar (\$1.00) per hour pay differential. A cover driver position is one in which the driver, as their daily assignment, covers other routes such as vacancies, absences, field trips and athletic events. This differential does not apply to drivers who have an assigned route and may assist with covering other routes.

Bus Driver Trainers will receive a one dollar and fifty cent (\$1.50) per hour pay differential for the hours they spend in the Bus Driver Trainer position.

L. Overtime

Overtime rates will be paid as provided for in ORS **653.261** in accordance with appropriate State and federal regulations. Overtime will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay or compensatory time off for all hours worked in excess of forty (40) hours per week or any work required on a legal holiday as defined in Article **9.A and C₂**. It is agreed that where overtime worked on any given day is less than one-half (1/2) hour, it will be taken in the form

of compensatory time at the rate of one and one-half (1-1/2) times the overtime worked (as coordinated through the supervisor).

Overtime will only be paid when an employee's hours worked exceed 40 hours in one week. Other days such as sick leave, holidays, etc., will not be applied to hours worked.

M. Compensatory Time

Compensatory time (either salary or compensatory time) will not exceed 24 hours at any time and will be authorized by the supervisor prior to the overtime worked. It is understood that compensatory time will be taken by the cutoff date for the June payroll, or the balance will be submitted for pay by the cutoff date for the June payroll. Employees who have accumulated compensatory time and wish to use it must coordinate the use of such time with their administrators in order to ensure the least disruption to the work environment.

Employees working unauthorized overtime may be subject to the disciplinary provisions of this agreement.

N. On-Call Compensation

Employees who are scheduled to be "on-call" will be compensated at a rate of four (4) hours of pay at one and one-half (1 ½) times the employee's regular rate of pay per week of on-call status.

Employees who respond to a call while "on call" will be paid a minimum of two (2) hours overtime when called. If the "on call" lasts longer than the initial two (2) hours, any additional time worked will be paid at the contractual overtime rate per L. Overtime.

O. Automated Timekeeping

The District will utilize an automated timekeeping system for the purpose of documenting employee attendance and leave matters and adjusting pay as appropriate. The District may also utilize data from this system for disciplinary purposes. All employees will receive training on how to use the system before they are required to use the system.

P. Cell Phone Stipend

The District recognizes the need for some employees to carry a cell phone to conduct business when working in the community, be accessible outside normal business hours, or respond quickly in the case of emergencies when working away

from District worksites or outside on the grounds. In lieu of the District providing a cell phone, employees, as a need is identified and approved by their supervisor and the **Executive Director of Human Resources**, will be paid a stipend of \$35 (thirty-five dollars) per month to defray the costs of the cell phone expense.

Q. Bilingual Stipend

Employees **who are requested to utilize** bilingual skills **on a regular basis by their supervisor** (i.e., translations between English and other languages verbally or in writing) **and approved by their supervisor** will receive a stipend of **5%**.

Classified employees working as interpreters during conferences shall receive pay of \$25 per hour or their regular hourly wage plus an additional \$5 per hour, whichever is greater, for a guaranteed minimum of two (2) hours. Employees who receive the conference stipend will not be eligible to receive the 5% stipend above concurrently.

R. Overnight Trip Pay

The classified overnight rate will only apply and be paid for those hours during which a classified staff member is responsible for students overnight during sleep time. For all other hours worked, classified staff are to be paid at either the regular hourly rate or at the overtime rate or be given compensatory time as per the provisions outlined in the OSEA Contract, Article 8 – Salary, L. Overtime, or M. Compensatory Time, for all hours worked.

Overnight Rate:

The overnight rate for sleeping time while responsible for students is calculated as follows:

Individual annual salary multiplied by 1.5%, divided by the number of days worked each week equals the amount to be paid for each overnight.

Example:

Annual Salary = \$43,102.80 (**\$32.20** X 8 hours X 195 Days)
X .015 (1.5%) = **\$753.48/5 = \$150.69** per night

Hours will be entered in the timekeeping software, using the appropriate job code provided by the administrator.

See Article 21.**F** – Transportation D. Overnight Trip Pay for Bus Drivers

S. Educational and Media Assistants

Identification of responsibilities qualifying for stipends will be determined by the District with input from the principal. A request to review an assignment may be made by an educational assistant through the Union, but such a request will not be required in order for the District to so designate a responsibility. An approved request for a stipend will be effective upon its approval.

The following classification stipulations will apply:

Educational Assistants

- 1. Classroom Assistants, and Title Assistants will be on schedule IIA as a base salary column. Any assistant changing columns as a result of this classification will move directly to the same step they would have been on previously.***
- 2. Classroom Assistants and Title Assistants whose job requires toileting, or similar attention to bodily fluids will receive a stipend of \$10 per day.***
- 3. Special Education Assistants will be on schedule IIC as a base salary column. Special Education assistants often support students who are emotionally dysregulated or physically aggressive or require assistance with personal care or medical protocols. Special education assistants must maintain current certification in crisis prevention and de-escalation strategies. Special education assistants must also satisfactorily complete any required health trainings and other student-specific protocols for their job assignment.***
- 4. In the event a classified staff substitute is unavailable, a classified employee may be assigned to substitute in a classroom. A Sub EA rate will be paid at the rate for the employee's step, but on the applicable pay scale. Hours worked in a sub position will be submitted via the District timecard system.***

Library/Media Assistants

- 1. Library/Media Assistants perform duties across all sites for students and staff that may include but are not limited to: book processing, inventory, check in/out, repair, technology instruction/support, inventory and repair, TA training, class instruction, and media enrichment. Site specific duties shall include a list of rotating responsibilities that reflect the assignment for that specific Library/Media Center.***

2. When under a media specialist's (**licensed person**) supervision, the **Library**/Media Assistant has the primary assigned responsibility for the designated **Library**/Media Center **and will be on schedule IIB as a base salary column.**
3. In schools without a media specialist (licensed person) in charge, **Library**/Media Assistants **will be on schedule IIIA as a base salary column.**

T. Groundskeepers

Groundskeepers who are assigned by the District to spray pesticides and who carry the necessary licensure will be paid an annual stipend of \$750. The stipend will be divided among all 12 paychecks and will be prorated for new hires and terminations based on start and end date.

U. Job Reclassification Committee

Employees who believe the duties they are performing have changed significantly and on a consistent basis from the current job description may make a request for job reclassification. An administrator/supervisor may also submit a request for reclassification on behalf of an employee. Any request for reclassification will adhere to the procedures set forth below.

1. Reclassification requests must be submitted to the **Executive Director of Human Resources** and the President of the Union in writing by February.

The request will contain the following information:

- a. Current job description and placement, including salary range,
 - b. Job description that the employee believes more accurately meets the duties and responsibilities currently being performed,
 - c. Rationale for the requested placement change, including specific duties/responsibilities believed to be outside of the current placement and the frequency with which those duties/responsibilities are being performed,
 - d. Date of letter, and
 - e. Employee's or supervisor's signature.
2. Upon receipt of a request for reclassification, the Executive Director of Human

Resources will notify the Reclassification Committee that a request has been received. A date will then be established for hearing the request no later than March 1. The Committee will consist of the Executive Director of Human Resources, a supervisor or administrator from the appropriate department, the Union President, and the Union Vice-President. Additional participants may be included with the mutual agreement of the District and Union.

4. At the time of the hearing, the requesting party will have the responsibility of presenting evidence of the need for reclassification. This may be presented either in writing or in person or both. The evidence must relate to the specific job duties that the employee believes they are performing that are outside the scope of their current assignment. The Committee may ask questions of anyone presenting to them and may make such additional inquiries as the Committee deems appropriate.
5. After the close of the hearing, the Committee will confer and reach a decision concerning the reclassification request. The recommendation will be communicated to the Superintendent for final approval. The decision of the Superintendent will be considered final. The Executive Director of Human Resources will inform the requesting party, the Committee, and the Union President of the Superintendent's decision no later than sixty (60) days after the initial request.
6. An employee whose job has been reclassified will be placed on the new column at a step that is not less than the hourly rate that the employee would have received in the previous range. The new salary will be retroactive to February 1 or the date of the Reclassification Request, whichever comes first.
7. Once a request is heard and decided, the employee may not ask again for reclassification for a period of at least one (1) year.
8. Factors not relevant to a reclassification request:
 - a. Skill of incumbent,
 - b. Seniority of incumbent,
 - c. Volume of work,
 - d. Number of interruptions,
 - e. Perceived stress, and
 - f. Duties voluntarily performed.

V. Position Review Committee

The District and the Union agree to form a joint committee for review of selected classifications during the course of this contract. The review will include appropriate job titles, job descriptions, and placement on the salary schedule. The Committee will develop processes and mutually agreed upon outcomes. ***The committee will commence no later than October and recommendations will be completed no later than January of each year of classification reviews. Job descriptions within a classification shall be reviewed once every five (5) years on the following rotation (See Appendix A):***

- a. ***Custodial, Maintenance, Grounds, Nutrition Services***
- b. ***Instruction, Day Care, Student Management, Technology***
- c. ***Secretarial/Clerical School, Specialized/Department, Business Services***
- d. ***Warehouse, Transportation***
- e. ***Other***

W. Salary Schedule

The District agrees to meet with Association leadership quarterly to review the budget.

Article 9 - Holidays

- A. All twelve-month regular classified employees will be paid at their regular rate of pay and will not be required to work, except in emergency situations, on the following holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Juneteenth

- B. Employees required to work on **both the** District-observed holidays and **the same** calendar holidays will be paid at two (2) times their regular hourly rate **for both days**.
- C. All school-year regular classified employees will be paid at their regular rate of pay and will not be required to work on the following holidays **if it is during their regular work calendar**:
- | | |
|------------------------|------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King Day | Labor Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | Christmas Day |
- D. Any school-year employee working an added summer position which begins before and continues after Independence Day, and who is on paid status on their last regularly scheduled workday before, and their first regularly scheduled workday after, will also receive Independence Day as a paid holiday. This will also apply to employees whose regular school year work calendar extends beyond July.
- E. If any of these holidays falls on Saturday or Sunday, it will be observed in accordance with ORS 187.010 and 187.020.
- F. **All employees required to work on a holiday listed above will be paid at two (2) times their regular hourly rate.**

Article 10 - Vacations

A. The following schedule will be implemented for all 12-month employees. To establish a fiscal year of July 1 to June 30, all employees who are hired during the work year will have vacation days prorated during the first year of employment from the time of hire to July 1 and during the final year of employment should the employee leave prior to June 30th. Thereafter;

B. Years of service

with the District	1-5	6	7	8	9	10	11	12
	13	14						

Working:

12 month	11	12	13	14	15	16	17	18
	19	20						

C. Actual use of vacation will be worked out between the supervisor and the employee that best fits the work schedule of the District. If an employee believes that their supervisor is acting in an arbitrary manner regarding the scheduling of vacation, the employee may appeal to the Executive Director of Human **Resources** or the Director of Business Services. If the issue is not resolved at that level, the employee may appeal to the Superintendent, whose decision will be final.

D. Vacation time that is due a twelve (12)-month employee and is unused by August 30 may be carried over into the next school year. The maximum amount to be carried over will be ten (10) days.

Vacation days not able to be used by the employee due to District required needs **shall** be paid by **the pay cycle following June 30th of each year**, leaving a balance of ten (10) days to be carried over.

Article 11 - Work Time

A. Workweek

The standard workweek for Reynolds School District commences at 12:01 A.M. Sunday and concludes at 12:00 midnight Saturday. The work time for regular full-time classified employees (1.0 FTE) will consist of forty (40) hours of work during the five (5) consecutive days within the workweek.

B. Workday

The work shift for an employee begins at the assigned time. Time needed for parking, walking to the work area, etc., should be taken prior to the official shift start time. Work time starts when employees start work duties.

An involuntary permanent change in shift assignment will not occur without five days written notice except in the event of an emergency or a change in special education enrollment or placement.

C. Work Year

Work calendars for each classification will be available on the District website. The District will make calendars for the following year available by the last student contact day.

1. ***The work year for classified employees will be scheduled by the District with the following provisions:***
 - a. ***Business Services classifications shall work a regular established work year.***
 - b. ***Custodial classifications shall work a regular established work year.***
 - c. ***Day Care classifications shall work a regular established work year.***
 - d. ***Grounds shall work a regular established work year.***
 - e. ***Instruction classifications shall work a regular established work year, and:***
 - i. ***Educational Assistants will work an additional four (4) days to be used two (2) days before, one (1) day on a non-student contact day, and (1) one day after the academic year.***
 - ii. ***Media Assistants will work an additional six (6) days to be used four (4) days before and two (2) days after the academic year.***

- f. Maintenance classifications shall work a regular established work year.**
 - g. Nutrition Services classifications work a regular established work year, and for non-12-month positions, an additional three (3) days to be used before the academic year and one (1) day during the academic year and one (1) day after the academic year.**
 - h. Secretarial/Clerical classifications shall work a regular established work year.**
 - i. Registrars will be provided adequate time or support to be able to perform all duties as assigned, which may include the budgeting of overtime, flextime, and substitute coverage.**
 - i. Skills/Trades classifications shall work a regular established work year.**
 - j. Specialized/Department classifications shall work a regular established work year.**
 - k. Student Management classifications shall work a regular established work year, and:**
 - i. Health and Safety Assistants will work an additional one (1) day before and one (1) day after the academic calendar.**
 - ii. Breakfast Assistants shall work the academic calendar plus district required in-service days.**
 - iii. Noon Assistants shall work the academic calendar plus district required in-service days.**
 - iv. Crossing Guards shall work the academic calendar plus district required in-service days.**
 - v. Campus Monitors shall work the academic calendar plus district required in-service days.**
 - l. Transportation Services classifications work a regular established work year and shall work an additional three (3) days prior to the student school year, and one (1) day - up to eight (8) hours - to be used any time during the school year for the required (8) hours class time for the School Bus Certificate.**
 - m. Warehouse classifications shall work a regular established work year.**
- 2. When an employee works for the District beyond the end date of their classification calendar, the employee will accrue and be eligible to use sick leave in accordance with State law.**

3. ***Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities to carry out their work assignment(s).***
4. Two (2) classified employees will be appointed by the Union to serve on the District Academic Calendar Committee.
5. The District can require additional days to be worked for in-service purposes, other necessary work, etc. Such additional days will be submitted via the automated ***timekeeping system***.

D. Lunch Period

Each regular full-time classified employee working over four and one-half (4-1/2) consecutive hours will be scheduled an uninterrupted lunch period of not less than one-half (1/2) hour nor more than one (1) hour as agreed upon with the supervisor. Such lunch period will not be credited as time worked for any purpose and will not be paid time. The lunch period will be scheduled by the supervisor as nearly as is practicable to mid-shift.

Upon mutual agreement of the employee and their supervisor, the employee may work a full shift without a lunch period. Employees who work between four and one-half (4 ½) hours and less than six (6) hours may waive their lunch breaks for the entire work year upon mutual agreement with their supervisors.

For traveling employees, modest travel (such as to a nearby school or eating facility) will be allowed, but the travel time will be included within the lunch period.

E. Callback Time

An employee called back to work will receive overtime pay with a guaranteed minimum of two (2) hours at time and one-half for the work for which they are called back. This provision only applies when callback results in hours which are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or holdover time annexed to the end of the work shift or workday.

F. Rest Period

Each employee will receive a fifteen (15) minute break coming as close as practical in the supervisor's judgment to the middle of a four (4)-hour period. Such break period will be designated by the appropriate supervisor. Rest breaks may not be added to the meal period or deducted from the beginning or end of the work shift so as to reduce the length of the work shift. Rest breaks may not be waived or used to adjust work hours.

For employees who work at multiple worksites rest periods will be taken at the worksite they are presently working. Additional time will not be provided to travel to alternate locations before beginning the rest period.

Numbers of Meal and Rest Periods Required Based on Length of Work Period

Length of Work Period	Rest Breaks Required	Meal Periods Required
2 hrs. or less	0	0
2 hrs. 1 minute - 5 hrs. 59 minutes	1	0
6 hrs.	1	1
6 hrs. 1 minute - 10 hrs.	2	1
10 hrs. 1 minute - 13 hrs. 59 minutes	3	1
14 hrs.	3	2

G. Work Site Attendance

Travel within the district on district time and/or with district vehicles is specifically limited to assigned job-related needs. The only slight exception to this will be the modest travel allowance listed in Section D above for lunch

periods. Employees leaving their work site during the assigned time without express permission will be considered in violation of this Article. This includes, but is not limited to, being in District vehicles assigned to other personnel, being at other job sites, etc.

H. *Certified Staff Coverage*

When a classified employee does not hold an emergency teaching license, the District shall not direct or ask the employee to substitute for the certified employee in a classroom.

When a classified employee covers for a certified employee, they shall be compensated following the District Substitute protocol. The District shall provide all classified employees who request it a copy of the District Substitute protocol.

Article 12 - Union Rights

A. Paid Work Time to Perform Defined Union Activities

The District shall allow designated Union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

1. Investigate and process grievances and other workplace-related complaints,
2. Attend investigatory meetings, hearings and other due process proceedings,
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board,
4. Engage in collective bargaining,
5. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the District and OSEA to discuss employment relations,
6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s),
7. Testify in a professional- or work-related legal proceeding in which the public employee has been subpoenaed as a witness.

B. For purposes of this Article, "designated Union representatives" shall include District employees who are Chapter Executive Board officers, Stewards and Work Site Organizers.

C. There may be circumstances in which a designated Union representative needs an accommodation to their job duties/schedule or requires coverage from other staff members to be able to complete these activities during work hours. Designated Union representatives who require such accommodations or coverage shall provide their immediate supervisors with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities

will be performed; and (3) the approximate length of time the designated representative will spend performing the activities. The supervisors shall make a good faith effort to provide a job accommodation or coverage.

- D. The District shall not reduce the designated Union representative's work hours to accommodate the designated Union representative's performance of the activities listed above. However, the designated Union representative and their supervisor may agree to a flex schedule that allows the designated Union representative to perform the activities above during paid work hours.
- E. The District may refuse to authorize additional work hours that incur overtime pay due to performing the activities listed above.

F. Bulletin Boards

The District agrees to provide the Union with reasonable bulletin board space for the use of the Union in communicating with employees. Such bulletin board space shall be made available in any building where bulletin boards presently exist and where regular classified employees are working.

G. Access to District Facilities and Equipment

1. At employee orientations, the District shall provide the Union with thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The Union shall also be permitted to set up a table at the orientation to meet directly with employees before and after the orientation as well as during breaks. No employee shall suffer a loss in compensation or benefits due to participating in or attending the Union's presentation.
2. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for the designated Union representative attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location within thirty (30) calendar days from the date of hire.

3. The Union shall be permitted to meet with employees during regular work hours at their regular work locations to discuss grievances, complaints and other workplace related matters without loss of compensation or benefits to any employee, including any designated Union representative attending the meeting. The Union will make a good faith effort to schedule these meetings in a manner that minimizes the impact on District operations.
4. The Union shall have the right to use the District's facilities to conduct Union meetings. The principal of the building in question shall be given an advance request for the use of the building. The request shall not be unreasonably denied. If denied, the denial shall be accompanied by a written explanation. The Union agrees to reimburse the District for any actual expenses incurred during building use.
5. The District recognizes the contribution of classified employees to the educational process and, therefore, agrees that all employees shall have equal access to the use of facilities provided for the building staff. As such, all meetings called for the purpose of disseminating information which applies to classified employees shall include the affected classified staff.
6. The District's electronic mail system may be used by the Union for Union-related communications including, but not limited to, communications related to:
 - i. Collective bargaining,
 - ii. Grievance or dispute investigations,
 - iii. Governance of the union.

H. Use of Equipment

The Union shall have the right to use District facilities and equipment including computers and installed software, e-mail service, fax machines, typewriters, other duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall supply its own paper when making copies and pay the reasonable cost of any other materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

I. Property Loss

When the District requires an employee to furnish their own property or tools for District work, the District shall reimburse the employee for the loss of such tools, except personal cell phones, under the following circumstances:

1. The property stolen was accessed by forcible entry on a locked container or as a result of other illegal activity.
2. The employee has filed an inventory of such tools with the appropriate Maintenance, Operations or Transportation supervisor.
4. The employee has cooperated with the District in its investigation and resolution of any reported loss.

Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance reimbursement. Reimbursement shall not be made for losses less than twenty-five dollars (\$25.00) and shall not be made when carelessness or negligence on the part of the employee was evident nor if unattended tools are missing.

J. Time Release

The District may grant members of the Union release time to serve as a representative of the Union and to attend labor-related conferences and other Union sponsored programs that directly relate to the parties' collective bargaining relationship. Requests for release time must be submitted to the supervisor not less than two (2) weeks in advance of the requested time off. These leaves must be approved in advance by administration and the Union will reimburse the District for its costs associated with granting this leave. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

K. Union Updates

A Union representative shall be allowed to make brief announcements at the end of a regularly scheduled building or departmental staff meeting as long as the Union representative has contacted the administrator in advance of the meeting and the administrator agrees there is sufficient time available.

L. Right to Receive New Hire Information

1. The District shall provide the Chapter President, OSEA Field Representative and classified@osea.org with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit, to the extent the District is in possession of this information:
 - a. **The employee's name and his/her date of hire,**
 - b. **Contact information including:**
 - i. **cellular, home and work telephone numbers;**
 - ii. **personal and work electronic mail addresses;**
 - iii. **home or personal mailing address;**
 - c. **Employment information including the employee's job title, salary, and work site location.**

2. The District shall provide such information within ten (10) calendar days from the date of hire for newly hired employees as well as the name of any employee who has separated employment with the District. The District shall provide current contact information to the Union every one-hundred-twenty (120) calendar days for all employees in the bargaining unit, including those not newly hired. The information is to be sent to classified@osea.org.

M. Notification of Job Description Changes

- 1. When the district creates a job description, the Association shall be given notification, including a copy of the proposed position and/or changes, and notified of the placement of the position on the wage scale prior to the posting of the position.***
- 2. The district will inform the Association when it proposes to eliminate a job description.***

Article 13 - Personnel Records

A. Confidential Personnel Files

The official files on classified employees are confidential and as such will be available for inspection only in accordance with District policy relating to personnel files. No information of a critical nature (i.e., a warning, reprimand, evaluation, parental complaint, etc.) may be placed in an employee's personnel file unless the employee has had an opportunity to review the material and sign or initial the copy to be filed. It is understood that the employee's signature may not indicate agreement. A copy will be furnished to the employee with 48 hours' notice.

The District will follow all applicable District policies, including GBA – Equal Employment Opportunity and GBNA/GBNA-AR Hazing/Harassment/Intimidation/Bullying/Menacing Staff, as well as federal and state law in providing a work environment free of bullying/harassment and discrimination, including discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, marital status, age, veterans' status, genetic information and disability.

Human Resources will provide any employee requesting a name change with the District protocol for use of a preferred name within two weeks of the request.

B. File Review

An employee will have the right to review, by prior appointment, all materials in their personnel file. The District agrees that the use of reprimands, warnings, etc., already placed in the personnel file will be weighed against the passage of time, the seriousness of the offense and the employee's work record since the placement of the materials. If the District and Union mutually agree, records of minor offenses may be removed from the personnel file after three years if the removal is not in conflict with state or Federal law or archival regulations. The employee must request in writing the removal of such records.

Each supervisor may maintain a working file to assist in supervisory responsibilities. The employee will be allowed to view the supervisor's working file upon prior request.

C. Written Attachments

The employee will, at the time of review of materials as provided for in paragraph A hereof, or within ten (10) calendar days thereafter, *have the right to attach a written statement of explanation to any material in the personnel file or submit certificates of pertinent training and official commendations for placement in the personnel file.*

D. Use of Materials in Files

Materials placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the District in any disciplinary proceedings involving the employee.

E. Evaluations

All employees *shall* be given a written evaluation annually *by May 31st of each school year.* The information in the evaluation will be reviewed with the employee in an individual conference with the appropriate supervisor, *and shall be signed off by both the supervisor administering the evaluation and the employee receiving the evaluation. It is understood that the employee's signature may not indicate agreement. A print or digitized copy will be furnished to the employee within two (2) business days.*

Article 14 - Seniority/Layoff/Recall

A. Seniority

Seniority shall be defined as the total length of **continuous** service within the District and within the job classification as a classified employee. For the purpose of computing seniority, all authorized leave shall be considered as time worked, with the exception of unpaid leave. **Approved leaves, including OFLA/FMLA leaves, shall not constitute a break in service. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.**

Upon request from the OSEA union president, the District shall provide the Union with a seniority list specifying names, hire dates and divided by classification group.

B. Classification Groups

Classification groups in this agreement shall mean those as listed in Appendix A. Within each classification, employees may not bump into jobs on a higher range. Classifications may be modified during the course of this agreement by mutual agreement of the Union and the District.

C. Reduction in Force (RIF/Layoff)

In the event the Board, at its discretion, determines that a reduction **in** force is **necessary**, regular classified employees **to be laid off and the Union president shall be given** thirty days written notification.

Employees shall be laid off within district-wide classification groups on the basis of seniority and qualifications. In the event two or more employees working in the same classification group and having the same job description are judged by the District to be equally qualified, the employee with the greater seniority shall be retained. **Ties for position in seniority shall be broken by the drawing of lots in the presence of Union and District representatives.**

When reassigning employees, the District will make a reasonable effort to consider hours worked in the previous assignment to mitigate financial loss to the impacted employee(s).

For the purpose of layoff, the Chapter President will be deemed to have greater seniority than any other employee, and the Vice President will be deemed to have seniority second only to that of the President. The OSEA Chapter President and Vice President shall not lose employment as the result of layoff during the life of this contract.

D. **Bumping**

Bumping occurs during a reduction in force when a more senior employee's job is eliminated. Instead of that employee losing employment, they "bump" a less senior employee, taking that employee's job.

Employees notified of an impending layoff who have previously held a position title in another classification may bump into that position title:

- 1. It is the same or lower salary schedule range as the currently held position title, and***
- 2. They have greater District seniority than those holding the position title, and***
- 3. They are qualified for the position title at the time of layoff.***

The employee must notify Human Resources of their intent to bump to an equal or lower position title within that classification within five (5) District working days of notification of their impending layoff. The District may determine the assignment within the position title.

E. **Recall**

Recall will be based on the same points as those enumerated in paragraph C. An employee who is laid off shall remain on the recall list for twenty-seven (27) months unless the employee:

1. Waives ***their*** recall rights verbally or in writing.
2. Fails to accept recall to a substantially equivalent position. (Substantially equivalent shall mean within 80% of the rate of pay and the same number of hours per day of the position previously held or the same rate of pay and at least 80% of the hours.)
3. Fails to report for work within ten (10) ***regular district*** business days of the time the notice was mailed by certified mail. ***If the employee will be unavailable for a period of time and wishes to receive notification, the employee shall supply Human Resources with alternative notification directions.***

Any employee who has bumped into another position in accordance with paragraph D shall have the right to return to ***their*** original classification group in line with ***their*** seniority in that classification group so long as ***their*** documented qualifications meet the job description qualifications for the position.

F. **Benefits**

All earned benefits to which the employee was entitled at the time of layoff shall be restored upon returning to the District.

G. **Insurance Coverage**

The District shall extend coverage under its medical program provided for in Article 4, for the balance of the layoff to permanent and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first month of layoff following such layoff, and such coverage may be continued by the employee under the Comprehensive Omnibus Budget Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage if they are offered medical insurance by the new employer.

H. **Hiring Restrictions**

The District agrees that no new employees shall be hired for specific positions within the bargaining unit during the period of employee layoff so long as there is an employee laid off who had previously held that type of position.

I. **Reduction of Hours**

An employee who has had a reduction of hours equivalent to more than 20% over the course of the contract, shall have the right to be placed in a position that maintains their hours, as close as possible, to the same level of hours held prior to the reduction, provided that such a position exists. Such a placement may require bumping a less senior employee.

For the purpose of reduction of hours, the Chapter President will be deemed to have greater seniority than any other employee, and the Vice President will be deemed to have seniority second only to that of the President. The OSEA Chapter President and Vice President shall not have a reduction in hours without consultation of the OSEA Executive Board.

Article 15 - Union Dues

Any member of the bargaining unit may authorize the District to deduct from their pay the amount of dues, fees, and/or assessments charged by the Union. This authorization must be in writing and forwarded to the Human Resources Office. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing.

The amounts deducted by the District shall be remitted, together with an itemized statement, to the Union by the first day of the month after such deductions are made.

The Union agrees that it will indemnify, defend, and hold the District harmless from all suits, actions, proceedings or claims against the District involving the application of this Article.

Article 16 - Strikes, Work Stoppage, and Lock Out

- A. In consideration of the terms of this agreement, neither the chapter nor the personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slowdown during the length of this contract. The chapter and personnel will act in conformance with the provisions of the Oregon law governing strikes. In the event of a teacher's strike, there shall be no replacement of classified employees. Adjustments in work schedule or duties due to strike shall not be deemed a lockout. In consideration for which, employees will continue to report for work where scheduled or be deemed on strike in violation of this agreement.
- B. **If** any employee or employees in the bargaining unit violates paragraph A above, the District shall serve notice to the Union and the employee or employees of the violation. Employees not returning promptly to work after notice may be disciplined which could result in dismissal following due process.
- C. The District agrees that the employees within the bargaining unit shall not be locked out from performing their duties with the District during the life of this Agreement. Adjustments in work schedules or duties due to a strike shall not be considered a lockout.
- D. **The parties agree to follow the Public Employee Collective Bargaining Act (PECBA) bargaining process:**

Direct Bargaining (minimum 150 days)

Mediation (minimum 15 days)

Impasse

Final Offer and Costing (within 7 days of Impasse)

30-day Cooling Off Period

Employer may implement Final Offer--- Union may Strike (after 10-day notice)

Article 17 - Separability

If any provision of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon request of either the Board or the Union the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

Article 18 - Funding

The parties recognize that all revenue needed to fund the compensation provided by this agreement must be approved by the established budget procedures and is dependent on revenue received from all sources.

All such compensation is, therefore, contingent upon sources of revenue sufficient to fund the economic provisions of this agreement. The District will not reduce the compensation specified in this Agreement because of budgetary limitations unless the compensation is renegotiated with the Union but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

Article 19 – Discipline, Dismissal, and Performance

A. Dismissal and Discipline

Employees will be made aware of all District policies and/or procedures that could cause an employee to suffer disciplinary action. No employee covered by this Agreement will be disciplined without just cause. Prior to administering discipline, the District will conduct a full, fair and objective investigation, and will use the gathered information to determine if there is sufficient evidence to warrant discipline. Except in the case of egregious behavior, the District will utilize progressive discipline. All information forming the basis for disciplinary action, including video and/or audio evidence, will be made available to the employee and the Union. For the purpose of this Article, discipline will include verbal warnings, written warnings and reprimands placed in the employee's personnel file; suspension; demotion; and dismissal (including suspension, demotion, and dismissal for performance reasons). Prior to administering discipline, the District will determine if the employee's service record with the District mitigates the level of discipline to be administered.

In the event disciplinary action for dismissal, demotion, and suspension is taken by the District, the following steps will be implemented to afford the employee just cause:

1. An employee being disciplined in accordance with these provisions will be notified in writing. The written notification will include notification that the employee is entitled to Union representation.

Should an employee be represented by legal counsel, District, Regional or State level Union personnel, the **Executive Director of Human Resources** will be notified prior to that meeting to offer the District the opportunity to determine whom they wish to have present to represent the District. Failure to so notify may result in the postponement or cancellation of the meeting.

2. In cases of misconduct a meeting will be held with the employee, the Union Representative if so requested by the employee, and the supervisor. At that **meeting**, reasons which are regarded as cause for suspension or termination and specific examples of such will be given.
3. In cases of inadequate performance, the supervisor will inform the employee in writing of the performance concerns and how the desired improvement is to be achieved. In such cases, a minimum of five (5) workdays will be provided for improvement before proceeding to a written Plan of Assistance.

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- a. A written Plan of Assistance will be provided that:
 - (i) identifies the work deficiency;
 - (ii) establishes a sufficient time period for correcting the deficiency;
 - (iii) provides suggestions for improvement;
 - (iv) may include the use of Union or peer coaching;
 - (v) provides, at a minimum, a mid-plan status check-in;
 - (vi) cites District-provided resources and/or training and other assistance necessary to assist in the employee's performance improvement, if appropriate.

The Plan of Assistance will be delivered to the employee at a formal **meeting** and be signed by both the immediate supervisor and employee.

- b. Following the expiration of the corrective period, the supervisor, the employee, and the Union representative (and other attendee(s) upon mutual prior agreement with the District), if the employee so chooses, will meet to discuss the employee's progress or lack thereof towards the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided nothing will preclude the supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less-than-full improvement has been shown.

4. The District will comply with ORS 332.544 as it relates to discipline and dismissal.

B. Administrative Leave

1. The employee may be placed on paid administrative leave from employment with the District until the charges are investigated by the **Executive Director** of Human Resources, or their designee, and a decision is made to continue or to discontinue said employee's employment. If the employee is cleared of the charges, said employee will be reinstated without loss of pay or accrued benefits.
2. If the charges are upheld, the termination day will be the date that the Superintendent or their designee takes final action to terminate the individual's employment. If the District determines that the charges do not warrant termination, a less severe discipline measure may be taken.

Article 20 - Grievance Procedure/Contract Maintenance

A. Definitions

1. Grievance — A “grievance” is a claim by an employee, or the Union based upon the interpretation, application, or violation of this Agreement.
2. Aggrieved Person—An “aggrieved person” is the person or persons or the Union making the claim.
3. Party-in-Interest—A “party-in-interest” is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Representation – A grievant shall be entitled to a Union representative at each stage of the grievance procedure. With prior agreement from the District, a grievant may include other attendees.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Union, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. The Union and District shall meet on an established, regular basis to review contractual concerns of the Union or the District. It shall be the responsibility of the Union to have initially investigated any concern brought to them as to its accuracy and to provide the District with all pertinent information.

C. Procedures

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the calendar for time limits shall not begin as long as the Union and District are discussing the matter. The time limits specified will begin after five (5) days written notification by either the Union or the District to the other party that discussions have ended.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party-in-interest, the time limits set forth herein shall be reduced so that the grievance procedures may be exhausted prior to the end of the school year or as soon thereafter as is mutually agreed upon.

3. Informal Level

- a. ***An employee shall first discuss their grievance with their principal or immediate supervisor who has the authority to remedy the alleged violation, either directly or with a chapter designated union representative, with the objective of resolving the matter informally***
- b. ***If the principal or immediate supervisor does not have the authority to grant the remedy, the grievance may be filed at Level Two-Superintendent or Designee.***

If the grievance is not resolved informally, the grievance will proceed in the following manner:

4. Level One—Principal or Immediate Supervisor

- a. **If the principal or immediate supervisor has the authority to grant the remedy, the grievance shall be reduced to writing *and submitted* to the principal or immediate supervisor. If the employee does not submit *their* grievance to the principal or immediate supervisor in writing within twenty (20) work days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The aggrieved employee may be accompanied and represented by *a chapter designated union representative* when presenting the written grievance.**

The principal or immediate supervisor shall reply in writing to the aggrieved employee within five (5) work days after receipt of the written grievance. The Union president **and field representative** shall receive a copy of the written response.

5. Level Two—Superintendent (Or Designee)

a. If:

i. ***The principal or immediate supervisor does not have the authority to grant the remedy, or***

ii. The aggrieved person is not satisfied with the disposition of ***their*** grievance ***at Level One, or if***

iii. no decision has been rendered within five (5) workdays after the presentation of the ***Level One*** grievance

The grievant may file the grievance in writing with the superintendent, with a copy to the Union within five (5) workdays after the decision at Level One, or ten (10) workdays after the grievance was presented, whichever is sooner.

b. After five (5) workdays, but within ten (10) workdays after the superintendent receives the written grievance, ***they*** will meet with the aggrieved person and, if so desired, the ***chapter designated*** Union representative selected by aggrieved in an effort to resolve ***the grievance***. A decision, in writing, will be forwarded to all parties within five (5) workdays following the meeting.

6. Level Three—School Board

If the decision recommended by the superintendent does not resolve the problem, the employee ***may request a hearing before the School*** Board, through the superintendent's office, within five (5) workdays of receipt of the superintendent's decision.

The School Board may decline to review the superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four. The grievant shall be notified within five (5) days if the Board will hear their appeal.

If the School Board agrees to review the superintendent's decision, it will be discussed informally at the next regularly scheduled Board meeting which occurs at least five (5) workdays after the superintendent has received the employee's appeal, in an executive session of the Board, except where prohibited by Oregon State Statute, with the employee ***their*** Union representative and the superintendent.

Within five (5) workdays following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) workdays following the regular Board meeting, the grievance may proceed to Level Four.

7. Level Four—Arbitration

If the School Board declines to review the superintendent's decision, or if the grievance is not settled in Level Three of this grievance procedure, the ***grievance*** may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made to the superintendent by the Union within ten (10) work days of receipt of ***their*** answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) work days of the appeal, request the Employment Relations Board (ERB) to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the employee, the Union, and the District. The arbitrator shall have no power to substitute ***their*** discretion for that of the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of ***their*** authority, be binding upon the parties. Procedures shall follow ERB rules unless herein designated otherwise.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

Employee and Union — Any aggrieved person may be represented at all stages of the grievance procedure by ***themselves***, and/or, at ***their*** option, a ***chapter designated*** Union representative. Commencing at Level Two of the grievance procedure, the Union shall have the right to be present and to state its views.

E. Miscellaneous

1. Group Grievance—If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced to Level Two.

Prior to this, informal discussions must be held per Article 20. B. 3.

This provision shall be utilized only when the allegations involve the same contractual provision and the same alleged violation.

2. Separate Grievance File—All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If the grievance is based upon information in the personnel file, such information will remain in the file unless found to be invalid by the grievance procedure.

F. Other Employee Concerns

All employee concerns outside the contractual definition shall be handled through the established complaint procedure per District policy. The District and Union may agree to discuss such concerns informally and to resolve such issues. Beyond this, the terms of Article 20 shall not apply.

Article 21 – Transportation

A. Certification

Only bus drivers holding an Oregon School Bus Driver's **Permit or Certificate** (issued by the Oregon State Department of Education) may drive school buses. **Type 10 Van Drivers must maintain a valid driver's license.**

B. Route Hours and Average Hour Guidelines for Paid Absences

The District is using a time clock for route and payroll purposes. The following guidelines shall be used to calculate Route Hours and Average Hours for Paid Absences.

1. Calculation of Route Hours

- a. **AM start time is the "Report Time" printed on the route sheet. The AM "Leave Time" will be 20 minutes after the "Report Time". This time includes time to collect the keys and a 15 minute pre-trip vehicle inspection. AM end time is the return time listed on the route sheet plus the time needed for a post-trip inspection and to return the keys.**
- b. **PM start time is the "Report Time" printed on the route sheet. The PM "Leave Time" will be 15 minutes after the "Report Time". This time includes time to collect the keys and a 10 minute pre-trip vehicle inspection. PM end time is the return time listed on the route sheet plus the time needed for a post-trip inspection and to return the keys.**
- c. **MD start time is the "Report Time" printed on the route sheet. The MD "Leave Time" will be 15 minutes after the "Report Time". This time includes time to collect the keys and a 10 minute pre-trip vehicle inspection. MD end time is the return time listed on the route sheet plus the time needed for a post-trip inspection and to return the keys.**
- d. **Extended Day Opportunity (EDO) Route times begin at the end of the PM route. EDO end time is the return time listed on the route sheet plus the time needed for a post-trip inspection and to return the keys.**
- e. **All daily Miscellaneous Time (sweeping, fueling, paperwork, shuttle routes, extra work, meetings, etc.) will be timecarded.**

f. An adjusted start or end time, other than the time printed on the route sheet, may be approved by a supervisor if it is determined that the routing program is unable to provide an accurate time.

g. All regular and special education routes shall be based on a guaranteed weekly minimum (Monday-Friday) falling into one of the following categories:

- i. Regular drivers are guaranteed a minimum of twenty-five (25) hours weekly**
- ii. Drivers with a midday route or EDO (Extended Day Opportunity) are guaranteed a minimum of thirty (30) hours weekly**
- iii. Drivers with a midday and an EDO (Extended Day Opportunity) are guaranteed a minimum of forty (40) hours weekly**

h. Each of these routes shall provide a guaranteed minimum number of hours each week, except during those weeks when not all school and/or programs on a route are in session. The “minimum” is intended to provide a guaranteed base and does not limit the number of hours that may be assigned to any route.

i. The District’s obligation to weekly assignment minimums can be met by assigning transportation work, other than bus driving, on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. Any work which a driver volunteers to perform during the week (Monday – Friday) will count towards the weekly assignment minimum.

j. Route assignments designed to meet the weekly minimum on a specific route are mandatory work assignments and may not be refused. These mandatory assignments will not include after-school route segments (Extended Day Opportunity).

k. Calculation of Average Hours for Paid Absences – Variable Hours Paid Absences.

Employees whose number of hours varies (Drivers and Aides) shall have their pay for paid absences calculated as follows:

Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status under the Collective Bargaining Agreement with Oregon School Employees Association, Chapter 37 / Reynolds School District for at least five (5) days, the District shall compute the employee's average workday. This average shall be computed based on all the hours the employee was in a paid status during the previous month on contract days excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result shall be the number of hours in the employee's average workday up to a maximum of eight (8) hours. The resulting average workday shall be used to calculate paid leave benefits.

C. Type 10 Van Routes

The District will utilize Type 10 vans to transport students to and from school and approved school activities. The use of these vans is to supplement yellow school bus service, and will not be utilized as a sole District wide transportation option.

D. Overtime

The District ***shall*** pay overtime at one and one-half (1-1/2) times the regular rate when bus drivers work more than twelve (12) hours a day or if forty (40) hours have been worked within the workweek. The work week ***shall*** commence on Sunday at 12:01 a.m.

Drivers who have an additional job at Reynolds School District in a different department and thus do not have the flexibility of modifying their work schedule, ***shall*** have trip assignments made in a manner that minimizes overtime.

To keep overtime hours at a minimum, drivers who work solely in the Transportation Department ***shall*** relinquish part of their regular schedule to take trips

E. Assignment Guidelines

The following **shall** be considered as guidelines for driving assignments in the Transportation Department:

1. Route Definitions:

- a. Regular Bus Routes are defined as all bus routes necessary to transport students from home to school and school to home at established school bell times.
- b. Midday Routes are defined as routes occurring between starting and ending school bell times and not specifically connected to a Regular Bus Route.
- c. Extended Day Opportunity (EDO) Routes are defined as evening bus routes necessary to transport students from school to home later than the established ending school bell times.
- d. Shuttle Routes are defined as routes transporting students between school sites or to an alternative site other than home.

2. Routine Route Assignments

Route assignments **shall** first be determined by a District review of assignment need. If no specific District need is identified, then the route award **shall** be based on seniority.

When assigning EDO and Shuttle Routes, the Supervisor will consider, in no particular order: seniority, student need, impact on other driving assignments, and hours. An attempt to balance assignments among all drivers **shall** be made.

- a. Routes **shall** be considered “vacant” when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on an approved leave), or if there is a change to all routes due to boundary or bell time changes.
- b. Newly created routes **shall** be considered “vacant.”
- c. Vacant routes **shall** be posted for five (5) workdays unless student needs warrant fewer days.
- d. All drivers who worked a Midday Route the previous school year **shall** be given preference for Midday Route assignments.

- e. Drivers having one (1) hour or less between routes or between routes and trips **shall** be in “paid” status if they remain available for duty. If a driver is on the clock continuously for 4.75 hours and has thirty (30) minutes of uninterrupted time, thirty (30) minutes **shall** be deducted for lunch. Layover time exceeding one (1) hour **shall** be considered “out of service” and thus unpaid. This standard applies to the regular/customary workday.
- f. After Transportation Department needs are met remaining EDO and Shuttle Routes that can be added on to the Regular Routes **shall** be posted. EDO and Shuttle Routes **shall** be awarded by seniority providing the additional route does not add more time than the assignment due to paid layover time.

3. Extra Driving Assignments

Extra Trips are defined as athletic trips or field trips which are requested by the schools specifying specific dates.

Cover Routes are defined as an unassigned route or a route in which the assigned driver is unable to drive.

4. Extra Trip and Cover Route Assignments

- a. All regular drivers **shall** be given the opportunity to sign up for Extra Trips or Cover Routes with the understanding that drivers not on the sign-up list may be required to accept such assignments based on District needs.
- b. Drivers who sign up for trips must be available for all extra trips beyond their regularly assigned routes.
- c. A driver may not select specific dates or situations when they are willing to cover trips.
- d. Extra driving assignments to Midday Route drivers **shall** normally be limited to evenings and weekends; however, the District **shall** make exceptions as appropriate.
- e. A driver may give preferences for refusing certain trips or certain days, but District needs (e.g., the unavailability of other drivers) may take precedence.
- f. The **route** hours a driver works per week **shall** be taken into consideration when making assignments. Hours **shall** be distributed based on District need(s), driver training/ability, student safety, availability of drivers, and the impact on other driving assignments. There **shall** be an attempt made to balance the distribution of extra assignments.

- g. A bus driver **shall** be paid a minimum of two (2) hours at the regular hourly rate (except as provided in Article 8., Section L) for all trips not attached to a normal workday.
- h. Drivers who report for a scheduled trip which had been canceled without notification to the driver **shall** be entitled to the scheduled trip time up to two (2) hours' pay at their regular hourly rate. Trips referenced in Article 21, Section E, Subsection 4.g., **shall** receive a minimum of two (2) hours' pay.

5. Calendar for Trips

An Extra Trip calendar **shall** be provided and will be utilized by the trip drivers. Drivers may use the calendar to request temporary removal from trip assignments for a particular day or time.

To ensure equity for employees' access to trip assignments, any employee who fails to request temporary removal from trip assignments with a minimum of seven (7) working days of the trip date may be subject to temporary removal from trip assignments for the following seven days.

F. Summer Routes

- 1. All drivers **shall** be given the opportunity to apply for Summer Routes. All drivers interested in driving Summer Routes **shall** notify the Transportation Supervisor in writing by May 15.
- 2. A driver must be able to drive their regular assigned Summer Route from the start date to the end date unless time off has been approved by the Transportation Supervisor.
- 3. Summer Route drivers **shall** be selected based on a District review of assignment needs. If no specific District need is identified, the selection **shall** be based on seniority.

G. Overnight Trip Pay

- 1. Drivers **shall** be paid a minimum of 8 hours per day for any Overnight Trips.
- 2. Paid work time for such trips includes:
 - a. Bus pre-trip inspection,
 - b. Driving time to and from the location destination, additional time **shall** be paid for:
 - Continual shuttles throughout the day when the driver does not have down time,
 - Driving time shuttling students between the event location and restaurants or lodging locations,
 - Shuttling students to different areas within the destination site,
 - The time driver must remain at the student event location due to

- an undetermined end time,
 - Driving to tournament competitions where the schedule is determined by wins or losses.
3. Drivers report to the **Transportation supervisor** the actual time spent driving beyond eight (8) hours to determine how extra time will be paid. All overtime hours **shall** be paid as outlined in Article 8 - Salary.

H. Mechanics Reimbursement

The District **shall** reimburse mechanics for the cost of steel-toed work boots up to \$250 annually. Boot selection **shall** align with OSHA approved footwear.

I. Transportation Handbook Committee

A transportation handbook committee shall be convened to review and revise the transportation handbook on a bi-annual basis. The committee shall consist of two (2) active union bus drivers who shall work collaboratively with transportation management and the training and safety lead. All proposed changes shall be reviewed by and authorized by the Director of Transportation. The Director of Transportation has the right to reconvene the committee together, more often if necessary.

Article 22 - Meetings and Conventions

- A. The Union shall be allowed to send **up to five members of the Executive Board at their** regular rate of pay to attend the annual OSEA Conference (for a total of two {2} days) **should the conference fall on regularly scheduled workdays** upon presentation of proper application and approval by the superintendent **or designee**.
- B. The Union shall be allowed two (2) days per year without pay to be used by the employee group for attendance at the **annual OSEA Conference**. Such absence shall be granted upon proper application and approval by the superintendent **or designee**.
- C. When a Union officer is required to miss work in order to attend regularly scheduled union meetings, the Union will work with the District to arrange schedules and make-up time for the Union officer requesting the absence, in advance of the meeting. The Union will reimburse the District for the cost of a substitute, if required.

Article 23 - Workshops/Courses

- A. Classified employees may be required by the District to attend training schools, workshops, **conferences, conventions**, or courses of instruction. When such attendance is required, the **District** will pay mileage expense and/or fees and salary resulting from attendance.
- B. The **District** also agrees to pay the tuition cost or fee for classes and/or District-approved workshops taken by employees to improve job efficiency, extend job capabilities for positions within the same job category (e.g., food services, custodial/maintenance, etc.) or pursue opportunities for other positions within the district.

An employee shall be eligible for a reimbursement equivalent to six (6) hours per year at the current Fall Portland State University graduate rate. Should the tuition amount for licensed teachers be increased during the term of this agreement, the amount shall be increased at a like amount on a prorated yearly basis. Payment for courses will be made on a reimbursement basis unless otherwise arranged with the District. If the employee does not receive a passing grade (C) for the course, does not complete the course, or leaves the District's employment before course completion, the District shall not be responsible for payment and may recoup any advanced fees through payroll deduction or other means.

- C. **Nutrition Services** employees shall be reimbursed in accordance with paragraph A of this article for all required classes or workshops relating to the attainment of a Food Handler's Certificate.
- D. The District shall provide each classification a minimum of one (1) day of in-service training per year or allow attendance at available outside workshops. This requirement shall be subject to the availability of such training or workshop.
- E. Tuition Credit

For each accumulation of twenty (20) credit hours of approved college/university credit or approved workshop hours (ten (10) seat hours equivalent to one credit hour), an employee shall receive a one (1)-time bonus of \$500.

Article 24 - Job Openings

A. Notification

When a vacancy or newly created position occurs within the bargaining unit, an employee who is part of the bargaining unit may **apply** for the open position by making written application to the Human Resources office. The District shall make the vacancy known to all classified employees by posting a notice of said vacancy at the District office **and** on the District web site for a period of not less than five (5) working days. Such notice shall include ***an accurate accounting of the job title, duties, qualifications, salary range, work schedule and physical location of the assignment.***

B. Appointment

When an opening occurs, the district will:

1. Interview all qualified in-district applicants unless an in-district candidate has previously been interviewed by the same supervisor for the same position in the previous twelve (12) months. The supervisor may agree to interview the applicant again within the twelve (12) month period. Qualified applicants will include employees who may have skills, either newly acquired or from previous experience, matching the skills required for the new position. The employee, upon notifying Human Resources, will be given the opportunity to outline those skills.
2. No vacant position will be posted for hours less than previously assigned without review by the Union and the District.
3. Award the position to the candidate who is determined by the District to best meet the qualifications based ***on the job interview and the following criteria:***
 - a. ***Employee's skills, experience, and qualifications based on the job description,***
 - b. ***Employee's success in former positions based on references,***
 - c. ***Employee's length of service in the district and in the position presently held,***
 - d. ***Recommendations of the employee's supervisors.***

In the event two (2) or more current employees are equally qualified, the position shall be awarded to the employee with the greatest seniority.

4. In the event an employee is not selected and wishes to know the reasons, a meeting will be scheduled with the supervisor to discuss the reasons for not being considered.

5. At the employee's request, a meeting may be held with the Executive Director of Human Resources to explain, if possible, needed training, interviewing techniques, etc.

C. Probation for New Appointments

The ability of the employee to perform the duties of the new position shall be determined by the employee's performance in the new position for a duration of thirty (30) working days. Following the conclusion of thirty (30) working days, if, in the opinion of the employee and/or the employee's supervisor, the employee is not performing the duties of the position at a satisfactory level, the employee will be returned to their previously held position **at their former rate of pay** with the district.

D. New Employee Probationary Period

Employees new to the District shall serve a probationary period of one hundred twenty (120) workdays from the date of hire.

E. Summer Vacancies

In the event vacancies occur during the summer, the following shall apply:

1. From June 16 through August 30, notices of the vacancies shall be posted in the central office, and on the District website.
2. Any less-than-twelve (12)-month employee interested in applying for a position which may be posted from June 16 through August 30, may file a written request by June 1 to be notified of such vacancies. The District will send copies of postings to employees who have expressed such an interest.

F. Summer Job Openings

All employees will be given the opportunity to apply for summer positions and, if interested, will notify Human Resources by April 1, in writing. For transportation personnel, summer routes will be covered by Article 21.

G. Union Copies

The District shall furnish the president of the Union with copies of all job postings via the Jobs Listserv. When the position is filled, the president shall receive a list of all in-district applicants and notice of who was selected for the position. All in-district applicants for a position shall be notified of the final decision.

H. PERS Retirees

The District may elect, in accordance with District procedures and PERS guidelines, to hire employees who have retired with PERS but are still eligible to work in public employment. Employees who are retired with PERS shall have the privileges and benefits of membership with the following exceptions - PERS retirees hired by the District shall not retain seniority status or layoff and recall rights, although they will not be required to complete an additional probationary period. In addition, they will not be eligible to bid on newly created or vacant positions. Separation from the District due to retirement constitutes a break in service, and the employee's seniority will revert to zero. A retiree hired in a temporary position identical to the one held at time of retirement for over twelve weeks will be paid the rate of pay in effect at the time of retirement.

Article 25 – Non-Discrimination

The Union shall represent all classified employees in the school district within the bargaining unit equally and without discrimination.

The District will follow all applicable District policies, including GBA – Equal Employment Opportunity and GBNA/GBNA-AR – Hazing/Harassment/Intimidation/Bullying/Menacing Staff, as well as federal and state law in providing a work environment free of bullying/harassment and discrimination, including discrimination on the basis of race, color, religion, sex, sexual orientation, **gender identity, gender expression**, national origin, marital status, age, veterans' status, genetic information and disability.

Article 26 – Workplace and Environmental Safety

The District and the Union mutually agree to work together to promote a safe and healthy work environment. ***School districts have a duty to protect and safeguard students and educators.*** The District will comply with state and federal laws and regulations pertaining to workplace and equipment safety, including OAR 839-004-0001 through 839-004-002 and ***Oregon Senate Bill 756, board policy, OSHA, and IDEA.***

A. Training and Safety Supports

- 1. The District will provide training in compliance with the statues and OARs listed above.***
- 2. IEPs, 504s and safety and behavioral support plans will be reviewed by the employee when available two (2) days prior to any location changes for a student or employee.***
- 3. Employees assigned to work with a student with specialized and/or medical needs must be provided by the District with adequate training to safely carry out each of the specialized duties assigned and be informed of potential risks, including, but not limited to:***
 - a. Training of employees on proper lifting techniques,***
 - b. Lifting equipment (back supporter, mechanical lift) when the student's size warrants,***
 - c. Safety equipment (such as PPE equipment, bite guards, spit guards, protective gloves, shield, and climbing prevention equipment),***
 - d. Elopement prevention equipment,***
 - e. First aid and crisis prevention and intervention training for identified staff, training renewals, first aid, prior to the start of the school year.***

When staff identify a need for something not noted on this list, the staff member agrees to notify their supervisor immediately.

- 4. The district and Union agree to follow the hygiene protocols outlined in the RSD Personal Care and Toileting Guidelines.***

B. Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions to perform tasks which endanger their health, safety, or wellbeing as provided for under Oregon law. Any unsafe or hazardous conditions will be reported to the immediate supervisor **and site administrator**.

When a student demonstrates a behavior that is seriously disrupting the instructional program by engaging in behavior that causes harm to self or other classified member(s) or student(s), then the employee shall notify the administrator and certified staff member in the classroom.

The affected employee will be provided with 30 minutes on the clock for an emergency safety meeting at the end of the day and to submit an incident report to ensure safety, efficiency, and equity within the school.

C. Acts of Physical Aggression Causing Employee Injury

After an event where an employee suffers a serious **or repeated** injury/**injuries** due to **physical aggression or sexual contact** the employee shall not be required to work with the individual who caused the injury until such time as the employee and the building administrator/program director or supervisor have met and conferred. The employee may have union representation with them at the meeting.

Employees shall immediately report the incident, in writing, to the appropriate Principal and the Principal shall immediately report to Human Resources any instances of threat, assault or injury suffered by the employee or caused by the employee in the course of their employment. Within twenty-four (24) hours the Principal will notify the employee of actions taken and planning for next steps. Employee will be notified of final resolution.

The District will comply with the requirements of ORS 343.154 to create appropriate plans for students who qualify.

The District shall assure that there are emergency protocols at all worksites, including non-district worksites where district employees work. These protocols shall include procedures for supporting employees who experience physical attack/harm and/or threat/causing fear of harm.

D. Safety Committees

1. There shall be a separate Safety Committee designated for each location in the district as well as a District Safety Committee. All Safety Committees shall have at least two classified employee representatives as members **and shall meet monthly. If a building has a specialized classroom, the Safety Committee will have one classified employee representative from a specialized classroom.**
2. **Staff can call for an emergency safety meeting within two (2) days of a student incident that involves restraint, seclusion, or injury/potential injury to a staff member. A minimum of 30 minutes on the clock will be provided for these meetings.**
3. When a safety committee determines that a hazard or safety issue exists and offers a structural solution or the need for specialized equipment, the district **may** provide a plan of action regarding the existing hazard, structural issue, or equipment needed within five business days to the safety committee.

E. Safety Violations

The Union and The District are committed to the health and safety of all employees. Unsafe conditions and acts will be addressed appropriately in line with the shared commitment.

An employee who believes there is an unsafe or hazardous working condition, shall first report the matter to their supervisor and the Building Safety Committee. If the matter remains unresolved with the supervisor and the Safety Committee, then any allegation that the District has violated the provisions in this article must be made to the appropriate state agency and may not be processed through the contractual grievance procedure.

In order to address broad issues of concern regarding health and safety, the District will meet and consult with the Union at least annually, to review relevant policies and procedures regarding health, safety, vandalism, student discipline, and protocols involving immediate threat assessments, together with appropriate annual training regarding the same.

F. District Behavior Response Committee

The Union shall have equal representation on the District Behavior Response Committee. ***Representation shall include a minimum of two SPED EA's and two SMTs.*** The committee meets monthly during the school year, reviews the District's student discipline procedures, recommends changes that it feels would be in the best interest of the District, and provides quarterly reports to the School Board.

Article 27 – Contracting Out

- A. The District shall agree to not contract out any bargaining unit position without notification to OSEA.**
- B. The District will continue to post all classified positions that remain unfilled by District employees.**
- C. The District agrees to hire candidates as District employees who apply for posted classified positions and are selected through the District’s hiring process.**
- D. Employees hired through a contracting out process are defined as “agency employees.” Agency employees are not members of the bargaining unit and therefore not eligible for any retention/recruitment bonus and/or stipend provided to bargaining unit members.**
- E. Agency employees are not represented by OSEA, and therefore have no rights under the Collective Bargaining Agreement.**
- F. Under the requirements of state law, if the District decides to take steps to contract out work done exclusively by bargaining unit members, the District will notify the Union in writing of the proposed action and if the Union demands to bargain within fourteen (14) days, the decision and impact of contracting out will be bargained in accordance with ORS 243.698, except that the ninety (90) day period shall be reduced to a forty-five (45) day period. In the event of contracting out, current employees shall be given first consideration for all positions. The Association retains its right to bargain over the impact of the decision.**

Article 28 - Classified Staff with Licensure (CSL)

Classified staff with licensure (CSL) are Board Licensed medical professionals such as Occupational Therapy Assistants (OTA), Physical Therapy Assistants (PTA), and Speech-Language Pathologist Assistants (SLPA) or similar positions requiring licenses.

A. Compliance:

- 1. CSLs are state licensed medical professionals who must remain in compliance with all laws pertaining to their respective licensing boards.**
- 2. The District will support Licensed Specialist Teams (Licensed Specialist + Occupational Therapist Assistant (OTA), Physical Therapist Assistant (PTA), or Speech-Language Pathologist Assistant (SLPA), assigned to co-treat) to remain in accordance with state laws of said licensing boards at all times, including level of supervision, documentation, etc.**
- 3. If issues arise that the CSL suspects could lead to potential noncompliance in accordance with board laws, CSL can:
 - i. Discuss with team member,**
 - ii. Discuss options with District supervisor,**
 - iii. Cease services in accordance with the law.****
- 4. If the District receives a report of noncompliance from a licensing board the District will comply with the board's recommendations.**
- 5. Exception to OSEA Article 16 Section A: In the event of a teachers' strike, CSLs will not be required to serve students due to state law.**

B. CSLs:

- 1. Shall be assigned one SPED administrator as the Primary Evaluator and District Supervisor. The designated administrator will complete an annual formal evaluation.**
- 2. Due to the itinerant nature of the positions, shall be excluded from building specific duties and requirements such as but not limited to: bus duty, crossing guard, recess/hall duty, committee meetings, assignments, and bathrooming, etc. in accordance with state law.**

Can be excluded from School/District training when approved by their Supervisor and provided with alternative work or training.

3. *Shall be given access to the resources necessary for fulfilling their job duties.*

C. License Requirements:

1. *The District shall reimburse CSLs for license related costs to maintain current position such as renewals and fees.*
2. *Licensed Specialists shall be permitted to miss student facing time for the purposes of attending department and Specialists meetings, CEUs, and trainings with prior permission of their supervisor.*

D. Medicaid Billing

It is understood that all CSLs will bill Medicaid in accordance with OHA/ODE guidelines, district procedure and job descriptions.

CSLs may request up to 4 additional days per year for the purposes of completing Medicaid billing.

Index (By Article)

Appendix A: Classifications

Secretarial/Clerical		Instruction	
School		Library/Media Assistant.....	<i>IIB/IIIA</i>
Assistant Records Secretary.....	IIA	SAS Instructional Assistant.....	IB
Assistant Secretary — HS.....	IIC	ELL Department Liaison.....	IIC
Assistant Secretary Elementary/MS.....	IIA	Educational Assistant.....	IIC
Athletic Secretary.....	IIC	Skills Trainer.....	IIB
Attendance Secretary - HS.....	IIC	Transition Specialist.....	IIIC
Clerk	IC	Language Services Coordinator.....	IIIC
Counseling Secretary.....	IIB		
High School Bookkeeper.....	IIIA	Day Care	
Lead School Secretary.....	IIIA	Day Care Aide.....	IA
Receptionist — School.....	IC	Day Care Worker (For Head Start Effective 8/2016).....	IIA
Registrar — High School.....	IIC	Day Care Lead (For Head Start Effective 8/2016).....	IIIA
		Preschool Assistant	IB
Specialized/Department		Skills/Trades	
Community Resources Secretary.....	IIIA	MYC Crew Leader.....	IIC
Curriculum Secretary.....	IIIA	MYC Program Coordinator.....	IIIC
ELL Secretary.....	IIIA/IIIB	Trades Crew Leader	IIC
Facilities Secretary.....	IIC	Auto/Metal Assistant	IB
Facilities Support Specialist.....	IIIA		
Federal Programs Secretary.....	IIIA/IIIB	Maintenance	
Media Department Secretary.....	IIIA/IIIB	Maintenance Worker —General.....	IIC
Media Department Assistant Secretary.....	IIA	Maintenance Worker — Skilled.....	IIIC
Nutrition Services Secretary.....	IIIA/IIIB	Maintenance Worker — Lead.....	IIIA
Nutrition Services Assistant Secretary.....	IIA	Painter.....	IIIA
Clerk	IC		
Operations Secretary.....	IIIA	Grounds	
Receptionist — District.....	IIC	Groundskeeper — I.....	IIC
Student Services Secretary.....	IIIA/IIIB	Groundskeeper Lead.....	IIIA
Transportation Assistant Secretary.....	IIA		
Transportation Secretary.....	IIIA	Student Management	
		Breakfast Assistant.....	IA
Business Services:		Campus Monitor.....	IIB
Accounts Payable Technician.....	IIIB	Crossing Guard.....	IB
Business Services Assistant.....	IIC	ISS Monitor	IIA
Business Services Secretary.....	IIIA	Noon Assistant.....	IA
General Ledger Technician.....	IIIC	Health and Safety Assistant	IB
Payroll Technician.....	IIIB		
Procurement & Accounting Specialist.....	IIIB	Transportation	
		Mechanic I.....	MI/Bus Driver
Custodial:		Mechanic II.....	MII
Custodian.....	IC	Mechanic III.....	MIII
Custodian Night Lead, Elem.....	IIA	School Bus Assistant.....	IC
Custodian Night Lead MS/HS.....	IIB	School Bus Driver.....	MI/Bus Driver
Custodian Elem/MS/HS Lead.....	IIIA	School Bus Trainer.....	MI/Bus Driver
		Dispatch Receptionist.....	IIC
Nutrition Services		Dispatcher.....	IIIA
Assistant Manager, MS.....	IC	Routing/Technology Lead.....	IIIC
Assistant Manager, HS.....	IIA	Routing Specialist	IIIA
Cook.....	IB	Training and Safety Lead.....	IIIC
Manager, Elem.....	IIB	Transportation Time & Attendance Processor.....	IIIA
Manager, MS.....	IIB		
Manager, HS.....	IIC		

Warehouse/Driver.....	IIB		
Warehouse			
Warehouse Worker I.....	IIA		
Warehouse Worker II.....	IIIB		
Delivery Driver.....	IIA		
Technology			
Digital Imaging Technician.....	IIIA		
Student Information System Support Specialist.....	IIIA		
Technical/Computer Specialist.....	IIIC		
Technical Computer Specialist II	IIIC+ \$4 Per Hour		
		Other Positions	
		(No Bumping to Other Positions Within This Group):	
		Aquatic Assistant.....	IIB
		Aquatic Director.....	IIC
		Assistive Technology Assistant.....	IIA
		Assistive Technology Technician	IIIC
		<i>Certified Occupational Therapy Assistant.....</i>	<i>IVA</i>
		<i>Certified Speech Language Pathologist Assistant.....</i>	<i>IVA</i>
		<i>Licensed Physical Therapy Assistant.....</i>	<i>IVA</i>
		Communications Department Liaison	IIC
		Communications Technician	IIIC
		District Courier.....	IIIA
		Coordinator of Career & Post Secondary Prep.....	IIIA
		College and Career Center Coordinator.....	IIC
		CTE Internship Coordinator.....	IIC
		Fine and Performing Arts Center Coordinator	IIC
		High School Student Engagement Coordinator.....	IIC
		Testing Coordinator.....	IIC
		Student Services/Federal Programs Bookkeeper.....	IIIB
		HVAC DDC Controls and Low-Voltage Lead Technician....	IIIC

**Appendix B Classified Salary Schedule
Reynolds School District**

**2024–2025: 5% COLA increase is applied over 2023–2024 rates; Steps 1 & 2 eliminated;
Bus No COLA; 4% Increase Between Steps Maintained**

STEP	Level IA	Level IB	Level IC	Level IIA	Level IIB	Level IIC	Level IIIA	Level IIIB	Level IIIC	MECH I	MECH II	MECH III	BUS	Level IVA	Level IVB
15	28.09	29.45	30.47	31.20	32.31	34.99	35.58	37.21	41.14	37.42	42.12	46.18	46.14	59.65	63.03
14	27.01	28.31	29.30	30.00	31.07	33.64	34.21	35.78	39.55	35.98	40.50	44.40	44.36	57.36	60.61
13	25.97	27.22	28.17	28.84	29.87	32.35	32.89	34.41	38.03	34.59	38.94	42.70	42.65	55.15	58.28
12	24.97	26.18	27.09	27.73	28.72	31.11	31.63	33.08	36.57	33.26	37.44	41.05	41.01	53.03	56.04
11	24.01	25.17	26.04	26.67	27.62	29.91	30.41	31.81	35.16	31.98	36.00	39.48	39.44	50.99	53.88
10	23.09	24.20	25.04	25.64	26.55	28.76	29.24	30.59	33.81	30.75	34.62	37.96	37.92	49.03	51.81
9	22.20	23.27	24.08	24.65	25.53	27.65	28.11	29.40	32.51	29.57	33.29	36.50	36.46	47.15	49.82
8	21.35	22.38	23.16	23.71	24.55	26.59	27.04	28.28	31.26	28.43	32.00	35.10	35.05	45.33	47.90
7	20.53	21.53	22.26	22.80	23.60	25.57	25.99	27.17	30.05	27.33	30.78	33.75	33.71	43.59	46.06
6	19.74	20.69	21.41	21.91	22.69	24.58	24.99	26.13	28.90	26.28	29.60	32.45	32.42	41.91	44.29
5	18.97	19.90	20.58	21.08	21.83	23.64	24.02	25.13	27.78	25.27	28.46	31.19	31.17	40.30	42.58
4	18.25	19.13	19.78	20.27	20.98	22.73	23.10	24.16	26.71	24.30	27.37	30.00	29.98	38.75	40.94
3	17.55	18.39	19.03	19.49	20.18	21.85	22.22	23.24	25.68	23.36	26.31	28.83	28.82	37.26	39.37
2	16.87	17.69	18.29	18.74	19.40	21.01	21.37	22.33	24.69	22.47	25.31	27.72	27.72	35.83	37.86
1	16.22	17.00	17.59	18.02	18.66	20.20	20.54	21.48	23.74	21.61	24.33	26.65	26.65	34.45	36.40

**2025–2026: 4% COLA increase is applied over 2024–2025 rates; Steps 1 & 2 eliminated;
Bus No COLA; 4% Increase Between Steps Maintained**

STEP	Level IA	Level IB	Level IC	Level IIA	Level IIB	Level IIC	Level IIIA	Level IIIB	Level IIIC	MECH I	MECH II	MECH III	BUS	Level IVA	Level IVB
15	29.22	30.62	31.69	32.44	33.60	36.39	37.00	38.70	42.78	38.91	43.80	48.03	46.14	62.04	65.55
14	28.09	29.45	30.47	31.20	32.31	34.99	35.58	37.21	41.14	37.42	42.12	46.18	44.36	59.65	63.03
13	27.01	28.31	29.30	30.00	31.07	33.64	34.21	35.78	39.55	35.98	40.50	44.40	42.65	57.36	60.61
12	25.97	27.22	28.17	28.84	29.87	32.35	32.89	34.41	38.03	34.59	38.94	42.70	41.01	55.15	58.28
11	24.97	26.18	27.09	27.73	28.72	31.11	31.63	33.08	36.57	33.26	37.44	41.05	39.44	53.03	56.04
10	24.01	25.17	26.04	26.67	27.62	29.91	30.41	31.81	35.16	31.98	36.00	39.48	37.92	50.99	53.88
9	23.08	24.20	25.04	25.64	26.55	28.75	29.23	30.58	33.81	30.75	34.62	37.96	36.46	49.03	51.81
8	22.20	23.27	24.08	24.66	25.53	27.65	28.12	29.41	32.51	29.57	33.28	36.51	35.05	47.15	49.82
7	21.35	22.38	23.16	23.71	24.55	26.59	27.03	28.26	31.25	28.42	32.01	35.10	33.71	45.33	47.90
6	20.53	21.53	22.26	22.79	23.60	25.56	25.99	27.18	30.05	27.33	30.78	33.74	32.42	43.59	46.06
5	19.73	20.69	21.40	21.93	22.70	24.58	24.98	26.13	28.89	26.28	29.59	32.43	31.17	41.91	44.29
4	18.98	19.90	20.57	21.08	21.82	23.64	24.02	25.13	27.78	25.27	28.47	31.20	29.98	40.30	42.58
3	18.25	19.12	19.79	20.27	20.99	22.72	23.11	24.17	26.71	24.30	27.37	29.99	28.82	38.75	40.94
2	17.55	18.40	19.02	19.49	20.18	21.85	22.22	23.23	25.67	23.37	26.32	28.83	27.72	37.26	39.37
1	16.87	17.68	18.29	18.74	19.40	21.01	21.36	22.34	24.69	22.47	25.30	27.71	26.65	35.83	37.86

**2026–2027 2% COLA increase is applied over 2025–2026 rates; Steps 1 & 2 eliminated;
Bus 2% COLA; 4% Increase Between Steps Maintained**

STEP	Level IA	Level IB	Level IC	Level IIA	Level IIB	Level IIC	Level IIIA	Level IIIB	Level IIIC	MECH I	MECH II	MECH III	BUS	Level IVA	Level IVB
15	29.80	31.24	32.32	33.09	34.27	37.12	37.74	39.48	43.64	39.69	44.68	48.99	47.06	63.28	66.87
14	28.65	30.03	31.08	31.82	32.95	35.69	36.29	37.96	41.96	38.17	42.96	47.10	45.25	60.85	64.29
13	27.55	28.88	29.88	30.60	31.69	34.32	34.89	36.50	40.34	36.70	41.31	45.29	43.51	58.51	61.82
12	26.49	27.77	28.73	29.42	30.47	33.00	33.55	35.09	38.79	35.29	39.72	43.55	41.83	56.26	59.44
11	25.47	26.70	27.63	28.29	29.30	31.73	32.26	33.74	37.30	33.93	38.19	41.88	40.23	54.09	57.16
10	24.49	25.67	26.57	27.20	28.17	30.51	31.02	32.45	35.87	32.62	36.72	40.27	38.68	52.01	54.96
9	23.55	24.68	25.54	26.15	27.08	29.33	29.82	31.19	34.48	31.37	35.31	38.72	37.19	50.01	52.84
8	22.64	23.74	24.57	25.15	26.04	28.20	28.68	30.00	33.16	30.16	33.95	37.24	35.75	48.09	50.81
7	21.78	22.83	23.61	24.18	25.04	27.12	27.57	28.83	31.88	28.99	32.65	35.80	34.38	46.24	48.86
6	20.94	21.94	22.71	23.25	24.07	26.07	26.51	27.72	30.65	27.88	31.40	34.42	33.07	44.46	46.98
5	20.13	21.11	21.83	22.37	23.16	25.07	25.48	26.65	29.47	26.81	30.19	33.08	31.79	42.75	45.17
4	19.36	20.29	20.98	21.50	22.25	24.11	24.50	25.63	28.34	25.77	29.04	31.82	30.58	41.11	43.43
3	18.61	19.50	20.18	20.67	21.41	23.18	23.57	24.65	27.24	24.78	27.91	30.59	29.40	39.53	41.76
2	17.90	18.77	19.40	19.88	20.58	22.29	22.67	23.69	26.19	23.84	26.84	29.41	28.27	38.01	40.16
1	17.21	18.03	18.66	19.11	19.79	21.43	21.79	22.79	25.18	22.92	25.81	28.27	27.18	36.54	38.61

Longevity 30 = +\$.50 added to current hourly rate (longevity steps are cumulative). Total = \$1.75
 Longevity 25 = +\$.35 added to current hourly rate (longevity steps are cumulative). Total = \$1.25
 Longevity 20 = +\$.55 added to current hourly rate (longevity steps are cumulative). Total = \$0.90
 Longevity 15 = +\$.35 added to current hourly rate (longevity steps are cumulative). Total = \$0.35

Index (By Article)

	-A-			
Administrative Leave		19		
Alcohol/Drug Testing		3	Medical	4
Automated Timekeeping		8	Medical Leave, Unpaid	6
	-B-		Meetings and Conventions	22
Benefits		4, 14	Military Leave	5, 6
Bereavement		5		
Bumping		14	-N-	
			Non-Discrimination	25
	-C-			
Callback Time		11	-O-	
Changes in Position		8	On Call Compensation	8
Classification		14	Overnight Trip Pay	8, 21
Compensatory Time		8	Overtime Pay	8
Cost of Substitute Leave		5		
Courses/Workshops		23	-P-	
Court Appearances		5	Personal Leave	5
	-D-		Personnel Records	13
Dental		4	Physical Examinations	3
Discipline, Employee		19	Postings	23
District Rights		2	Probationary Periods	24
Drug/Alcohol Testing		3		
Dues		15	-R-	
			Recall	14
	-E-		Recognition	1
Early Retirement		26	Reduction of Hours	14
Educational Assistants		8	Rest Period	11
Employee Assistance Program		4	RIF (Reduction in Force)	14
			-S	
	-F-		Separability	17
Family Illness Leave		5	Shift Differential	8
Fringe Benefits		4	Short Term Leave of Absence	6
Funding		18	Sick Leave	5
			Step Increase	8
	-G-		Stipends	8
Grievance Procedure		20	Strikes	16
			Summer Vacancies	24
	-H-			
Holidays		9	-T-	
			Temporary Assignment	8
	-I-		Transfers	8
Immediate Family (defined)		5	Transportation Guidelines	21
Insurance		4, 14	Tax Shelters (TSA)	4
			Tuition	23
	-J-			
Safety Committee		26	-U-	
Safety Violations		26	Union Dues	15
Salaries		8	Union Rights	12
Salary Placement		8		
Seniority		14		
Job Openings		24		
Job Reclassification Committee		8		
	-L-			
Late Opening		7		
Layoff		12		
Leaves		5, 6		
Life Insurance		4		
Long Term Leave of Absence		6		
Longevity Pay		8		
Lunch Period		11		
	-M-			
Media Assistants		8		

Index
(By Article) continued

		-V-
Vacations	10	
Vision	4	
		-W-
Work Site Attendance	11	
Work Stoppages	16	
Workday	11	
Workers Compensation Leave	5	
Working Conditions	26	
Workplace and Environmental Safety	26	
Workplace Protections for Victims of Domestic Violence, Sexual Assault, or Stalking	5	
Workshops/Courses	23	
Work week/Work year	11	

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Reynolds Administrative Group 2024-2027 Agreement

Type: Action Item Report / Presentation

Policy: BBA: Powers and Duties of the Board

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |
-

Summary / Background:

The Reynolds Administrative Group’s current agreement ends on June 30, 2024. The Board is asked to approve a new three-year agreement, effective July 1, 2024 to June 30, 2027.

Previous Board Action:

The Board approved the previous agreement on October 27, 2021.

Financial Implications:

This agreement includes a COLA of 5% for 2024-25, 4% for 2025-26, and 2% for 2026-27. It also includes an annual stipend for administrators who have earned doctorate level degrees, and increases the number of paid holidays from 11 to 12 to include Juneteenth.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Reynolds Administrative Group agreement for 2024-2027 as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

THIS AGREEMENT is made and entered into on the 1st Day of July 2024, by and between Reynolds School District No. 7, acting through its Superintendent, hereinafter referred to as “District” and the Reynolds Administrative Group, representing all licensed administrators, non-licensed administrators, supervisory staff, administrative professionals and all district office confidential staff as defined in Appendix A, hereinafter referred to as “Administrative Group.”

WHEREAS, certain Administrative Staff and Office Staff employed by the Reynolds School District have been placed together for the purpose of applying common terms of employment and benefits; and

WHEREAS, the District has entered into an agreement with the Administrative Group dated July 1, 2024 and which covers the period from July 1, 2024 through June 30, 2027.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. STATUS OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2027, subject to all of the provisions set forth herein, unless modified by mutual consent or agreement in writing by the District and the Administrative Group. Proposed modifications to this Agreement shall be subject to discussion at mutually arranged meetings between the District through its Board representative(s) and the Administrative Group representatives.

No later than December 15th of the school year prior to the year in which this agreement expires, both parties agree to enter into discussion over a successor agreement with the intent to reach mutually satisfactory terms by June 1 of that school year.

It is understood that all monetary provisions of this agreement are contingent upon resources of revenue sufficient to fund such provisions. Should district funding fall short of meeting the economic provisions of this agreement, Board of Education representatives and/or their designee shall meet with Reynolds Administrative Group representatives in a meet and confer session to discuss the related issue(s).

2. COMPENSATION

SALARY

For the period of July 1, 2024 through June 30, 2027 the District shall pay each member of the Administrative Group in accordance with the revised salary schedule in Appendix A of this Agreement.

Any member of the Administrative Group who holds a doctoral degree (Ph.D., Ed.D., J.D., etc) shall receive an additional \$3000 per year in salary in recognition.

**Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027**

The District shall deduct payroll taxes as required by law. This compensation shall be paid in twelve (12) equal monthly installments and shall begin no later than 30 days following the Administrative Group member's first day of employment, in accordance with the rules of the Board governing payment of other professional staff members in the District.

Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract.

BENEFITS

TAX DEFERRED ACCOUNTS

Each licensed administrator and non-licensed administrator will be paid a \$400 (four hundred dollar) monthly amount to be used for a qualified 403B plan.

Each administrative professional employee will be paid a \$200 (two hundred dollar) monthly amount to be used for a qualified 403B plan.

Confidential employees are eligible for overtime and are therefore not paid a benefit for tax deferred accounts.

CELL PHONE

The District recognizes the need for some members of the Administrative Group to carry a cell phone to conduct business and comply with the emergency communication plan utilizing text communications. In lieu of the District providing a cell phone, members of the Administrative Group, as need is identified by their supervisor, shall be paid a stipend of \$60.00 per month to defray the costs of the cell phone usage.

IN-DISTRICT & PORTLAND METROPOLITAN AREA TRANSPORTATION

Each licensed administrator and non-licensed administrator will be paid a monthly stipend for in-district and Portland metropolitan area travel or may elect a Tax Sheltered Annuity (TSA) plan in place of the travel allowance, as an estimated mileage payment.

Type	Elementary	Middle School/RLA	Central Office/RHS
Travel Allowance	\$50	\$75	\$125
TSA Plan	\$50	\$75	\$125

This payment election may be changed each year by July 1, by informing HR in writing.

Each supervisor, administrative professional and district office confidential staff will be reimbursed for in-district and Portland metropolitan area travel at the current IRS rate, unless using a district provided vehicle.

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

INSURANCE COMPENSATION

MEDICAL, VISION & DENTAL

The District shall provide a choice from any district-approved medical, vision and dental coverage insurance programs available at single, two-party or family rate at no cost to the Administrative Group.

For Administrative Group members selecting high deductible insurance plans, that may be accompanied by a Health Savings Account (HSA), the District will, upon request, frontload the HSA up to the IRS allowable maximum. If the Administrative Group member leaves the District prior to completing the year, the Administrative Group member shall repay the monthly contribution(s) that were frontloaded for any months that have not yet been earned.

The District shall provide a \$600 per month TSA option for any Administrative Group member who provides proof of other creditable coverage and elects not to use a district provided medical insurance plan.

The District shall attempt to maintain the existing carrier and coverage; however, the District has the sole discretion to change plans as determined by the District.

New employees starting work prior to the 15th day of a month shall be eligible for insurance effective the first of the next month. New employees starting work on or after the 15th day of a month shall be eligible for insurance effective the first of the second month after beginning employment.

LONG-TERM DISABILITY INSURANCE

The District provides a Long-Term Disability Insurance plan for each Administrative Group member for the duration of this agreement. Please see Appendix B. Benefits begin following a 90-day waiting period.

TERM LIFE INSURANCE

Each Administrative Group member working a minimum of 1.0 FTE will receive a Term Life Insurance benefit of \$150,000 with premiums paid for by the District.

3. RETIREMENT PROVISIONS

When an administrative group member retires, under the provision of PERS, and has been employed by the district for the past consecutive nine years, the following retirement package will be extended:

1. The administrator will receive individual or two-party medical and vision coverage and individual dental insurance until Medicare age. At the time of retirement, the

**Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027**

cost of the coverage becomes the cap on the district's cost. If the insurance premiums go up, the retired employee will pay the difference between the new cost and the cap amount.

2. If the retired administrator reaches Medicare age before the spouse, he/she may continue spouse's coverage at his/her own expense.
3. After the maximum payout for coverage is reached, the administrator may choose to continue coverage out of pocket, until reaching Medicare qualification.
4. There are no provisions for pay out of unused sick pay or vacation days.

Any administrator group member hired after the 2013-2014 school year will not receive the above listed retirement provisions.

4. WORK YEAR/HOLIDAYS/VACATIONS/SICK LEAVE/PAID LEAVE

WORK YEAR

All licensed and non-licensed administrators will receive a contract for a 235 day work year. All supervisors, administrative professionals and district office confidential staff will work a 240 day work year.

Of these days, 12 will be paid holidays as noted below. By July 1 of each contract year, all members of the Administrative Group will submit to their supervisor, a calendar outlining their work year. The administrative work year must include one week after teachers are finished for their year and the two weeks before teachers are to return or a start date communicated by the Superintendent to coordinate start of the year training and meeting schedules. Building administrators will schedule all non-contract days on non-student contact days.

Any requests for an exception to these parameters will be submitted in writing to the superintendent for consideration.

Administrators required to work beyond their contract days must be pre-approved by the superintendent.

PAID HOLIDAYS

The following Days, or the days they are observed, will be honored as "Paid Holidays," and are included in the Administrative Group work year, as outlined above:

- | | | |
|---------------------|---------------------------|---------------------------|
| 1. Independence Day | 5. Day After Thanksgiving | 9. Martin Luther King Day |
| 2. Labor Day | 6. Christmas Eve Day | 10. President's Day |
| 3. Veteran's Day | 7. Christmas Day | 11. Memorial Day |
| 4. Thanksgiving Day | 8. New Years Day | 12. Juneteenth |

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

NON-CONTRACT DAYS

All licensed and non-licensed administrators with unused non-contract days must submit a plan by June 30 of the current contract year to their supervisor and to Human Resources to use them by the second Monday of August of the new contract year.

SICK LEAVE

Employees who are absent because of personal illness or injury or pregnancy shall receive compensation during such absence in accordance with the following provisions:

1. All employees shall be granted twelve (12) days sick leave during each school year. Such sick leave shall be credited to said employees on the first day of the fiscal year. In the case of employees who begin service after the first day of the fiscal year, sick leave days shall be credited on the first day of the employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification, be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.

Employees who leave the district shall, upon proper verification, be allowed to transfer to another district the number of sick leave days so accumulated, as allowed by Oregon Statute.

4. It is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
5. Family Illness: Accumulated sick leave may be used in accordance with current FMLA/OFLA leave laws in the case of an employee's own serious illness or to care for the employee's immediate family members.
6. During the month of May, each employee shall be given a written accounting of his/her accumulated sick leave.
7. Verification – a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's attending physician or practitioner that the injury or illness prevents the individual from work. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

indicate the length of absence.

Illness of less than five (5) days' duration may require verification, if requested by the Superintendent or designee.

8. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.
9. Any employee who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician, but in no case for more than the balance of the school year.

PAID LEAVE

Employees shall be entitled to the following leaves of absences with full pay each school year:

1. Emergency Leave

Employees shall be granted emergency leave with full pay in the amount of up to four (4) days per school fiscal year. Emergency leave does not accumulate from year to year.

This leave may be granted for the following reasons:

- Serious illness or serious injury to a party in the employee's immediate family*
- Major family events (such as, but not limited to, graduation, wedding, birth, return from overseas military deployment)
- Serious household emergencies (any emergency which cannot be cared for outside of the regular work day)
- Funerals for close friends
- Personal emergency. A maximum of one day per year may be granted in the event of an emergency of a confidential nature. However, the employee must indicate the general category of the personal emergency on the appropriate request leave form.

Requests for emergency leave should be made at least five (5) days in advance, when such action is feasible. Absences made necessary for emergencies may be approved if application is made immediately (within three (3) school days) upon return to service. All denials will be reviewed automatically by the Superintendent or designee.

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

Upon request, an additional three (3) days of emergency leave may be approved at the discretion of the Superintendent or designee.

Other days missed because of personal business or emergencies will be taken as non-contract days or be non-paid. The exception to this shall be religious obligations which cannot be satisfied outside of the regular workday.

2. Legal Proceedings

Any employee summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the employee against the District. In a case initiated by the employee for the purpose of promoting the employee's business interests, such leave shall be considered under the provisions of Personal Leave. Any fee the employee receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

3. Injury on Duty

Absence due to a compensable injury, as defined in ORS 656.005(7)(A) and incurred in the course of the employee's employment, shall not be charged totally against the employee's sick leave day(s). The District shall pay to such employee the difference between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's salary. The District's obligation ends when the employee's sick leave days are exhausted.

4. Military Leave

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

5. Bereavement

District employees shall be allowed up to three (3) days of absence with pay per occurrence for a death in the immediate family*.

At the discretion of the Superintendent or designee, leaves may be extended.

* *Immediate family* shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles,

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

5. PROFESSIONAL DEVELOPMENT

TUITION

The District will provide full tuition cost for up to six (6) Graduate Level hours at an accredited institution per year of this agreement for each licensed and non-licensed administrator and supervisor at a cost basis of a Portland State University (PSU) graduate level credit course.

Tuition reimbursement shall be used for approved work related coursework and towards all course fees, excluding books.

Tuition pre-payments may be made in advance of a class, on approval from the Executive Director of Human Resources, with a District purchase order. Successful completion of the class will be submitted to Human Resources. If the class is not successfully completed within three

(3) months or one (1) class term, the tuition payment will be returned to the District by the employee.

CONFERENCES (This section shall be suspended for the 2024-25 school year)

Each member of the Administrative Group may receive up to \$1,500.00 (one thousand five hundred dollars) per year towards conference related expenses including registration, travel, lodging and meals. Funds must be applied for through the Executive Director of Human Resources and approval will come from the Superintendent or designee. Application must show the correlation between the content of the conference and the District Goals.

Administrators may elect to use the unused remaining conference dollars towards additional tuition reimbursement costs for a given year, with the approval of the Superintendent or designee.

PROFESSIONAL DUES

For licensed and non-licensed administrators, the District will pay up to \$850 per fiscal year of COSA or other appropriate professional dues and the appropriate related state organization and the national parent organization. As examples, but not limited to: (local) *AOSE, OASSA, OESPA, OACOA* and (national) *AASA, NASSP, NAESP, NWEA, OMLA, and OALA*.

For supervisors and District office confidential staff, the District will pay up to \$350 of professional dues per fiscal year for associations and organizations that relate to current position in the District.

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

6. EVALUATION OF ADMINISTRATORS

All evaluation procedures will be those as described in District policy, state law or state regulation.

GOALS AND EVALUATION FOR CONTRACT ADMINISTRATORS

Before November 15th of the first year of the licensed administrator's contract, the administrator and the Superintendent or Superintendent's designee shall confer and establish reasonable performance goals for the administrator. Before June 30th of the second year of the contract, the District shall provide to the licensed administrator, in writing, a performance evaluation based upon these goals.

7. EXTENSION OF CONTRACTS

The District will follow ORS 342.

8. TRANSFER AND REASSIGNMENT

The District reserves the right to transfer or reassign all administrators.

9. LAY OFF

If a lay off is necessary due to the District's lack of funds or an administrative decision, lay off decisions will be based on seniority and qualifications as determined by the Superintendent.

10. NUMBER, GENDER AND CAPTION

As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement.

11. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Department of Education, and rules and regulations of this Board, all of which are made a part of the terms and conditions of this Agreement as set forth herein.

12. ENTIRE AGREEMENT

The parties declare and represent that no promise, inducement, or agreement not expressed herein has been made to the parties and that this release contains the entire

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

13. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. WAIVER

A provision of this Agreement may be waived only by a written instrument executed by the party waiving the compliance thereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision or any other provision.

14. AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by all parties.

Reynolds Administrative Agreement
July 1, 2024 to June 30, 2027

IN WITNESS, WHEREOF, the District, pursuant to the authority of its Superintendent, has caused two originals of this Agreement to be signed in the name of the District by the Superintendent, and the designees of the Administrative Group has hereunto affixed her hand and seal the day and year herein above mentioned.

Administrator Representative,

Date

Confidential/Supervisor Representative, Jill Hunter

Date

Superintendent, Dr. Frank Caropelo

Date

Board Chair, Ana Gonzalez-Muñoz

Date

Reynolds Administrative Agreement: Appendix A

Salary Schedules for July 1, 2024 to June 30, 2027

Executive Administrator = Executive Director, High School Principal

Administrator II = Assistant Director, Coordinator

Administrator IV = Director, Middle School Principal, High School Asst Principal

Administrator I = Elementary & Middle Asst Principals, Alt Ed. Asst Principal

Administrator III = Elementary Principal, Alt Ed. Principal

YEAR 1 - 2024-25									
Steps Issued & 5% COLA	Days	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Administrators									
Executive Administrator	235	LA	144,400	147,288	150,234	153,239	156,304	159,430	162,618
Senior Administrator	235	LA	136,872	139,610	142,402	145,250	148,155	151,118	154,141
Administrator IV	235	LA	129,737	132,332	134,978	137,678	140,431	143,240	146,105
Administrator III	235	LA	124,150	126,633	129,166	131,749	134,384	137,072	139,813
Administrator II	235	LA	120,534	122,945	125,404	127,912	130,470	133,079	135,741
Administrator I	235	LA	117,023	119,364	121,751	124,186	126,670	129,203	131,787
Administrative Professional									
Supervisor II	240	S	95,660	97,573	99,523	101,513	103,543	105,612	107,725
Supervisor I / Specialist III	240	S	89,421	91,207	93,031	94,891	96,787	98,722	100,696
Specialist II	240	S	83,584	85,256	86,960	88,698	90,471	92,279	94,124
Specialist I	240	S	78,133	79,695	81,289	82,912	84,570	86,260	87,985
Specialist	240	S	66,081	67,402	68,748	70,123	71,524	72,955	74,414

YEAR 2 - 2025-26									
Steps Issued & 4% COLA	Days	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Administrators									
Executive Administrator	235	LA	150,176	153,180	156,244	159,369	162,556	165,807	169,123
Senior Administrator	235	LA	142,347	145,194	148,098	151,060	154,081	157,163	160,306
Administrator IV	235	LA	134,926	137,625	140,377	143,185	146,049	148,970	151,949
Administrator III	235	LA	129,116	131,699	134,333	137,019	139,760	142,555	145,406
Administrator II	235	LA	125,356	127,863	130,420	133,028	135,689	138,403	141,171
Administrator I	235	LA	121,704	124,138	126,621	129,154	131,737	134,372	137,059
Administrative Professional									
Supervisor II	240	S	99,487	101,476	103,504	105,573	107,685	109,836	112,034
Supervisor I / Specialist III	240	S	92,997	94,855	96,752	98,686	100,659	102,671	104,724
Specialist II	240	S	86,928	88,666	90,438	92,246	94,090	95,971	97,889
Specialist I	240	S	81,258	82,883	84,540	86,229	87,953	89,710	91,505
Specialist	240	S	68,724	70,098	71,498	72,927	74,385	75,873	77,391

YEAR 3 - 2026-27									
Steps Issued & 2% COLA	Days	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Administrators									
Executive Administrator	235	LA	153,180	156,244	159,369	162,556	165,807	169,123	172,506
Senior Administrator	235	LA	145,194	148,098	151,060	154,081	157,163	160,306	163,512
Administrator IV	235	LA	137,625	140,377	143,185	146,049	148,970	151,949	154,988
Administrator III	235	LA	131,699	134,333	137,019	139,760	142,555	145,406	148,314
Administrator II	235	LA	127,863	130,420	133,028	135,689	138,403	141,171	143,994
Administrator I	235	LA	124,138	126,621	129,154	131,737	134,372	137,059	139,800
Administrative Professional									
Supervisor II	240	S	101,477	103,505	105,574	107,685	109,839	112,033	114,275
Supervisor I / Specialist III	240	S	94,857	96,752	98,687	100,660	102,672	104,725	106,818
Specialist II	240	S	88,666	90,440	92,247	94,091	95,972	97,890	99,847
Specialist I	240	S	82,883	84,541	86,231	87,953	89,712	91,504	93,335
Specialist	240	S	70,098	71,500	72,928	74,386	75,873	77,391	78,939

Longevity Stipend (Years Under RAA Agreement):

Starting after the fifth year (5) under this agreement, RAA members shall receive a 1% salary adjustment, then an additional 1% increase for every five (5) years of service (5 yrs. = 1%, 10 yrs. = 2%, 15 yrs. = 3%, etc.).

5 Years	10 Years	15 Years	20 Years	25 Years
1% of Salary	2% of Salary	3% of Salary	4% of Salary	5% of Salary



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Charter Renewal: Reynolds Arthur Academy (RAA)

Type: Action Item Report / Presentation

Policy: LBE: Public Charter Schools

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |

Summary / Background:

The current 10 year charter agreement between the Reynolds Arthur Academy (RAA) and Reynolds School District expires on June 30, 2024. RAA has submitted all required reports and documentation to district staff. Attached is the proposed RAA renewal agreement for the next 10 years.

Previous Board Action:

The Board approved a renewal of the RAA Charter agreement on April 9, 2014 for 10 years.

Financial Implications:

The financial terms are outlined in the agreement. The proposal is for the district to pay 92% of ADMw to RAA.

Motion:

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

CHARTER SCHOOL AGREEMENT

DATED: June 26, 2024

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

AND: MASTERY LEARNING INSTITUTE
an Oregon nonprofit corporation
operating the Reynolds Arthur Academy (“Corporation”)

RECITALS

- A. The District and the Corporation are parties to a Charter School Agreement originally executed August 10, 2004 for a five-year term.
- B. The District agreed to a renewal effective July 1, 2024, to be in effect for a period of 10 years, subject to renewal in accordance with this Agreement and ORS Chapter 338.
- C. The parties desire that the Corporation be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

CHARTER AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, covenants, and payments herein described, the parties agree as follows:

1. Grant of Charter.

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

2. Effective Date; Term; Renewal.

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

2.2 Term. The Charter School shall be permitted to operate the Charter School for a term of ten (10) school years, subject to the other terms of this Agreement. The first school year under this renewal shall begin in September 2024, and thus this renewal term shall expire June 30, 2034.

2.3 Renewal of Term. Renewal of this Agreement will be governed by ORS 338.065.

2.4 Negotiation of Changes to Agreement. If, at any time during the term of this Agreement, either party desires to amend the Agreement, it may send the proposed amendment(s) to the other party, and thereafter the parties will in good faith discuss and negotiate possible amendments. This subsection does not impose on either party any duty to accept any amendment proposed by the other party.

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

- (a) Failure to meet the terms of this Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance stated in this Agreement.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065.
- (g) Endangering the health or safety of Charter School students.

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

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

4. Relationship Between Corporation and Charter School.

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

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

5.1 Number of Grades. The Charter School may provide instruction to students in grades kindergarten through fifth grade.

5.2 Number of Students in Classrooms and Grades. The Charter School shall not allow more than 30 students in a classroom.

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

5.4 Maximum Number of Students in School. The Charter School shall not have more than two classrooms for any grade.

6. Enrollment and Admissions.

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

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

6.3 Application Process; First Phase of Enrollment Process. Beginning January 1 of each year or a date set thereafter by the Charter School, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed for each grade under Section 5.2, then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the maximum number of students for a grade is 25, and if 20 applications are received, then all 20 applicants will be accepted. The remaining five "available spaces" will be filled in the second or third phases.

If the number of applications received for any grade is greater than the maximum number of students allowed for that grade, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the maximum number of students for a grade is 25, and if 40 applications are received, then 25 applicants will be accepted through the lottery process, and a waiting list of 15 can be determined [with order of priority on the waiting list also determined through the lottery process]. Available spaces for each grade can be defined by school administration.

6.4 Second and Additional Phases of Enrollment. If the Charter School receives fewer applications than the maximum number of students allowed for any grade, then the Charter School will set a second application deadline. The admissions process will be the same as with the first phase, but will apply only with respect to the “available spaces,” if any, for each grade. However, the Charter School may also accept additional applicants in order to create or expand a waiting list for any grade.

Finally, if after the second enrollment there still remain “available spaces” in any grade, or the Charter School desires to create or expand a waiting list for any grade, the Charter School will set a third application deadline shortly before the school year begins. The admissions process will be the same as with the second phase, again applying only with respect to the “available spaces” for each grade (or to create or expand a waiting list for any grade). Thereafter, including during the school year, additional students who apply will be added to the waiting list in the order the applications are received.

6.5 Use of Waiting List; Filling Spaces if No Waiting List. If at any time a student who has been enrolled declines to attend the Charter School, or if an attending student withdraws or is permanently expelled, the Charter School may admit the next student on its waiting list for the applicable grade. The Charter School may enroll the first student who applies after a space becomes available in a situation where (a) the final phase of enrollment under Section 6.4 has been completed, or the space becomes available during the school year; and (b) either there is no waiting list for the applicable grade or all students on the waiting list for that grade have already enrolled or have been extended an offer to enroll and have declined. The Charter School must hold a space for the next student up to 24 hours before contacting the next name on the list.

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

6.7 Nondiscrimination. As provided in ORS 338.125(2), the Charter School may not limit student enrollment based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

6.8 Nonresident Students; Limitations. As provided in ORS 338.125(2), if space is available, the Charter School may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference. Nonresident applicants may be accepted to fill any “available spaces” (including spaces on waiting lists). The parties recognize that acceptance of a nonresident applicant at the first or later phase could create uncertainty and unfairness because of the possibility that the law requires that a resident applicant who is accepted at a later phase must be given priority and thus could “bump” the previously accepted nonresident. Therefore, the parties agree that once a nonresident is accepted, the nonresident will not be “bumped” by a resident who has submitted an application as part of a later phase of enrollment; if necessary, the parties will work together to seek a waiver of the applicable state law. If the Charter School plans to accept a student who is

not a resident within the District, the Charter School may issue a conditional acceptance to such student, subject to any legal requirements that preference be given to residents of the District.

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

- (a) Provide written notice of the student's enrollment to the District within 10 days. The written notice must include contact information for the enrolled student's parent or guardian.
- (b) Provide written notice of the student's withdrawal (for any reason other than graduation from high school) to the District within 10 days. The written notice must include contact information for the enrolled student's parent or guardian.

6.9 Dual Enrollment. During a school year, if the Charter School learns that one of its students remains enrolled at another private or public school, the Charter School will notify the other school of this fact and will inform the student's parents that they should take whatever steps may be required to have their child withdrawn from enrollment in the other school or from enrollment in the Charter School.

7. Special Education Students.

7.1 Special Education Students; IDEA. In this Agreement, the term "special education students" means children with disabilities to whom the Individuals with Disabilities Education Act ("IDEA") applies.

7.2 Application and Enrollment. The Charter School will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws. The Charter School will notify the District if a Charter School student may need an evaluation to determine eligibility for special education.

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

7.4 Administering the IEP's.

7.4.1 The Charter School will work cooperatively with the District to ensure that special education services are provided.

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

- (a) The Charter School will have a staff member on the IEP team of each enrolled special education student.
- (b) The Charter School will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. The Charter School will abide by the IEP team's decision on program and placement.
- (c) The Charter School and the District may negotiate a contract under which the District may compensate the Charter School for the special education services, accommodations, and modifications that the Charter School may be providing, based upon each student's IEP, in accordance with federal and state special education laws.
- (d) For those services that the IEP team, the District and the Charter School mutually agree would be best delivered by District employees, the Charter School will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either on-site or pull-out service delivery.
- (e) The Charter School will see to it that its staff has received special training and certification when necessary for the delivery of special education services that will be conducted by its staff, as agreed to by the District, the IEP team and the Charter School.

7.5 Funding for Special Education Students. The additional ADM weight for any student served by an IEP will be allocated to whichever party provides the special education services. If the District provides the provides the special education services, the District will retain 100% of the second ADM weight; if the Charter School provides the provides the special education services, the District will pay 92% of the second ADM weight to the Charter School. For all students receiving special education services, the Charter School agrees to:

- (a) Inform the District within ten business days whenever a new student served by an IEP enrolls;
- (b) Provide the District progress reports for IEP meetings, using criteria-based assessments;
- (c) Inform the District within ten business days if the student withdraws from the Charter School.

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

The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar shall generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. If the Charter School adopts a calendar different from the District's calendar that results in additional service costs to the District for services the Charter School either requests or requires under separate contract on those days that the Charter School is open but the District is not open (for example, costs of providing special education services), the Charter School shall reimburse the District for these costs. The number of instructional hours during each school year shall comply with the requirements of state law.

9. Records.

The Charter School shall comply with all recordkeeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Before the first year of operation, and from time to time thereafter as state requirements change, the District shall provide the Charter School with a list of records and information required for the District to meet its state reporting requirements. The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the District.

10. Program and Curriculum, Goals, and Evaluation.

10.1 Acceptance by District of Program and Curriculum.

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

10.1.2 The parties agree that the Application sets forth the overall goals, standards and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific programs, policies, procedures or other specific terms of operation that supplement or otherwise differ from those in the Application, the Charter School shall be permitted to implement such programs, policies, procedures and specific terms of operation,

provided that they are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement and ORS chapter 338.

10.1.3 The Core Knowledge sequence and materials will be expanded to include an up-to-date alignment with CCSS that may require additional materials that implement the new standards.

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

10.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.

10.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.

10.2.3 Providing required services, if any, to students who are English language learners (ESL students) under ORS 336.079 and other provisions of the law.

10.2.4 Providing required services, if any, to academically low achieving students.

10.2.5 Implementing the state-required assessments as provided in ORS 338.115.

10.2.6 Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

10.3 Participating in District Extracurricular Activities.

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

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

10.4 Types of Assessments and Achievement Goals.

10.4.1 Oregon Statewide Assessments:

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

10.4.1.2 **Results.** The average score of each Charter School grade will be at or above the average score of the same grade in the District.

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

10.4.2 **Measures of Academic Achievement: Assessments.** In addition to the state assessments, a summative nationally normed standardized test, as well as frequent formative curriculum mastery tests, will be used to guide the Charter school's instruction,

10.4.3 **Non-Academic Performance Objectives: Parent Satisfaction.** The Charter School will conduct an annual survey of parent satisfaction. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using a scale of 1 through 4 (e.g. highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will show that at least 80% of parents consider their overall satisfaction or the education their child receives at the Charter School to be either the highest or second highest rating (e.g. highly satisfied or satisfied, rating it a 1 or 2 on the 1-4 scale).

10.5 Annual Report. The Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students by October 1 of each year applicable to the preceding fiscal/school year. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 10.4.

11. School Facility and Transportation.

11.1 Facility. The Charter School will be located at the 123 SW 21st St., Troutdale, Oregon 97060 for the foreseeable future.

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

11.3 Transportation. The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School, to the extent seats are

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

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

12.1 No Tuition; Fees. The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1), the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for instructional materials, after-school programs, and student activities. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

12.2 Annual Funding.

12.2.1 Keeping Count. The Charter School shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013. The Charter School shall use the District's student information system and shall be responsible for proper input of required information.

12.2.2 Calculating ADMw and Funding.

- (a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2). Specifically, the funding shall be the product of the District's "Charter School Rate," as determined by the Oregon Department of Education; multiplied by the Charter School ADMw, then multiplied by 92%.
- (b) The Charter School shall determine its ADMw for the period to be covered by reports given to the District [using projected ADMw for the first reports specified below].
- (c) The calculation of the additional amounts under ORS 327.013 shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in an English as a Second Language program under ORS 336.079.
- (d) In addition, to take into account the "poverty factor" under ORS 327.013, and as required by ORS 338.157, the parties will use the same percentage used in calculating the District's adjusted poverty factor, as that percentage

may be changed from time to time. To illustrate, suppose the poverty factor used for the District is 16% of ADM; assume the ADM for the Charter School is 100 students; then 100 would be multiplied by 16%; and this would be multiplied by 0.25; thus, a total of 4.0 would be added to the Charter School's ADM in calculating ADMw.

- (e) This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of charter schools.

12.2.3 **Reports to District.** The Charter School shall give written reports to the District, containing the data set forth in Sections 7.2.1, on or before the tenth (10th) day of each month of each school year. The reports submitted before school begins each fall (that is, reports for July and August), and thus the payments due from the District based on those reports, will be based on the Charter School projected ADMw.

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

- (a) Pursuant to ORS 338.155(8), the District shall send payment to the Charter School in the percentages set out below within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095, which payments from the state are due on the following dates”

- July 15- 16.67%
- August 15 - 8.33%
- September 15 - 8.33%
- October 15 - 8.33%
- November 15 - 8.33%
- December 15 - 8.33%
- January 15 - 8.33%
- February 15 - 8.33%
- March 15 - 8.33%
- April 15- 8.33%
- May 15- balance

- (b) The parties recognize that there may be fluctuations from month to month in the total sum on which these percentage amounts are calculated due to fluctuations in the Charter School ADMw during a school year, as well as due to possible changes in the state's determination of the general purpose grant or Charter School's Rate, and thus the amount payable by the District to the Charter School may change from month to month. There will be an adjustment with the final [May] payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the general purpose grant amount that are not finalized until after the end of a school year.

12.2.5 **End-of-State Funding.** The financial commitment on the part of the District contained in this Agreement is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if state funding does not occur.

12.3 **Annual Budgets.** On or before May 1 of each year, the Charter School shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of the Charter School's financial stability. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.

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

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

12.6 **Financial Records, Audits and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School shall have audits performed in compliance with any applicable laws, as such laws may be changed from time to time. At the present time, ORS 338.095 requires the Charter School to have an annual audit of the accounts of the Charter School prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the District, the State Board of Education, and the Department of Education. The audit shall be conducted no later than September 30th of each year, and a copy of the audit shall be given to the District no later than November 1st of each year. The cost for the audit shall be borne by the Charter School.

12.7 **Financial Management.** The Charter School shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that the Charter School's accounting method shall comply in all instances with governmental accounting requirements that explicitly apply to charter schools. Subject to this Agreement, the Charter School through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Charter School. The Charter School's budget and accounting system must be compatible with the District's budget and accounting system.

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

13. Governance and Operation.

13.1 Corporate Status; Governing Board.

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

13.1.2 The Corporation will give the District a copy of its Articles of Incorporation and Bylaws. If the Corporation makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will so notify the Corporation. If the Corporation agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 19.8.

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

13.2 Exempt Status under Section 501(c)(3) of Internal Revenue Code. The Corporation has obtained a letter from the IRS stating that the Corporation is qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

13.3 Nonreligious, Nonsectarian Status. As provided in ORS 338.035(8), the Charter School shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or section 5, Article I of the Oregon Constitution, or be religion based.

13.4 Public Meetings. The Corporation and its Board of Directors, when acting as the Governing Body of the Charter School, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.705.

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

14. Employment Matters.

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

be the employer of the staff at Charter School. The Corporation shall control the selection of employees.

14.2 Staff Hiring, Compensation, Benefits, PERS.

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

14.2.2 At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the Charter School shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, the Charter School shall provide the District with evidence of licensure, if any, or other qualification within 60 days after the individual's initial date of hire. In addition, no later than August 15 of each year, the Charter School will send to the District a list of all licensed (teaching) staff and their licensure and with the Teachers Standards and Practices Commission. Any teaching or administrative staff not licensed by the Oregon Teacher Standard and Practice Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005.

14.2.3 All teachers employed by the Charter School that are licensed or registered with TSPC shall also comply with OAR 584-100-0090 or 584-100-0095, whichever is applicable, provided that such rules apply to the Charter School.

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

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

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

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

14.4 Placement Upon Revocation of Charter. When this Agreement is terminated and upon dissolution of the Charter School, the Board and administrators of the Charter School will work with the District to assist resident students of the District with placement at another school within the District. Student records will be forwarded to the student's next school. School records will be returned to the District.

14.5 Criminal Records Checks. As provided in ORS 338.115(1)(h), ORS 181A.195, 326.603, 326.607, and 342.223 (relating to criminal records checks) shall apply to the Charter School. The Corporation shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15th of each school year that the Charter School is in operation under this Agreement, the Corporation shall provide to the District a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

15. Application of and Compliance with Laws.

15.1 Compliance with Laws; Non-Exemption from Certain Laws. The Corporation and the Charter School shall comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). Although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to the Charter School, the laws listed in ORS 338.115, currently and as it may be amended during the term of this Agreement, shall apply to the Charter School. Pursuant to District policy LBE-AR, the following laws shall also apply to the Charter School:

- (a) Sexual harassment (ORS 342.700, 342.704);
- (b) Pregnant and parenting students (ORS 336.640);
- (c) Special English classes for certain children (ORS 336.079);
- (d) Student conduct (ORS 339.250);
- (e) Alcohol and drug abuse program (ORS 336.222);
- (f) Oregon Report Card (ORS 329.115);
- (g) Recovery of costs associated with property damage (ORS 339.270) and withholding records until property damage or fees are paid (ORS 339.260); and
- (h) Use of school facilities (ORS 332.172).

15.2 Waiver. As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver twenty (20) days prior to submitting it. The Charter School shall give the District a copy of any grant of a waiver promptly after receiving it.

15.3 Amendment of Agreement to Conform to New and Changed Laws. The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to charter schools. To illustrate, under Section 12.6 of this Agreement, the Charter School is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(3) requires this to be done. However, if ORS 338.095(3) were to be amended so that different audit standards were to apply to charter schools, the parties intend that thereafter they would be bound by the law as amended; the Charter School would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 12.6. If, at any time during the term of this Agreement,

the state amends existing statutes or develops any new rules, regulations or statutes that may affect the terms of this Agreement, change restrictions or requirements on the Charter School, or otherwise affect the Charter School, the Charter School and the District shall review this Agreement and conform it accordingly.

15.4 School and District Policies. The Charter School shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School; the Charter School shall provide copies of such policies to the District.

16. Insurance and Indemnification.

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

16.2 Property Insurance. The Corporation shall ensure that any lease or other agreement relating to the Charter School facility provides that (a) the facility is to be insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by the Corporation]; and (b) such policy is a replacement cost policy of the building and/or equipment on an "all risk of direct physical loss basis," including earthquake and flood perils.

16.3 Commercial General Liability Insurance.

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

16.3.2 Subject to the following sentence, the limit of the Corporation's policy shall be a minimum of \$1,000,000 for bodily injury and property damage per occurrence, \$2,000,000 annual aggregate covering the Charter School, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, the Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

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

16.4 Liability Insurance for Directors and Officers. The Corporation shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 annual aggregate, covering the Charter School, the Corporation, the governing board of the Charter School, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous “claims made” coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

16.5 Business Auto Liability Insurance. The Corporation shall procure and maintain business auto liability insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

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

16.7 Honesty Bond. The Corporation shall procure and maintain an honesty bond to cover all employees and volunteers of the Charter School. Limits are to be determined by the Charter School governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.

16.8 Policy Requirements. The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the District as an additional insured; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the State of Oregon; and (iv) shall contain a provision that they cannot be cancelled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.

16.9 Indemnification.

16.9.1 Charter School Indemnifies District. To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Corporation agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of Charter School (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Charter School’s operations. The Corporation agrees to indemnify, hold harmless and defend the District from all contract claims in which the Corporation or the Charter School has obligated the District without the District’s prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of the Corporation or the Charter School that is later determined to be required by law or this

Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

16.9.2 **District Indemnifies Charter School.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold the Corporation and the Charter School, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Corporation or Charter School Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at the Charter School whose negligent or wrongful act or omission is caused or directed by the Corporation or the Charter School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

16.9.3 **Survival of Indemnification.** This indemnification, defense and hold harmless obligation on behalf of the Corporation and the District shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

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

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

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

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

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

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

18. Termination.

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

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

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

18.2.1 The parties recognize that the grounds for termination in Section 18.1 may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and, therefore, the following process is agreed to as a means for dealing with alleged breaches of this Agreement.

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

18.2.3 If the Charter School agrees that a breach has occurred, the Charter School will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that the Charter School, by acting with due diligence, could not reasonably complete the cure within such time, the Charter School shall not be in default unless the Charter School either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after the District gives such notice.

18.2.4 If the Charter School does not agree that a breach has occurred, the Charter School will give the District a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith to resolve their differences, and either party may at any time demand resolution of the dispute under Section 19.8.

18.3 Notice of Intent to Terminate; Hearing; Appeal.

18.3.1 If the breach by the Charter School has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the District may decide to

terminate this Agreement, in which case it will give the Charter School 60 days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

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

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

18.4 Prompt Termination for Health and Safety Reasons.

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

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

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

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

18.5 Termination by Charter School; Dissolution.

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

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

18.6 Effects of Termination or Dissolution. Until the effective date of termination of this Agreement, the District shall continue to make the funding payments under Section 12. As provided in ORS 338.105(5), termination of this Agreement shall not abridge Charter School's legal authority to operate as a private or nonchartered public school. Upon dissolution or termination, all permanent records, including student education records, shall be transferred to the District.

18.7 Assets Currently Owned by Charter School; Property Inventory Control. The Corporation shall maintain records of purchase orders for all assets relating to the Charter School that cost \$500.00 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 18.8) or non-public funds. No later than October 15 of each year that the Charter School is in operation, the Corporation shall provide the District with a copy of this purchase order record for the preceding fiscal year.

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

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

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

18.8.3 By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.

18.9 Distribution of Assets upon Termination.

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

18.9.2 If any of the foregoing events in Section 18.9.1 occurs, all assets purchased with public funds and still owned by the Corporation shall be given to the state Board of Education in accordance with ORS 338.105(6). The Corporation will be entitled to retain ownership of (a) any asset that is listed on Exhibit C and is identified as being purchased with non-public funds, (b) any other asset that the Corporation has acquired through the expenditure of non-public funds, and (c) any other asset that the Corporation has acquired through public funds provided to another charter school operated by the Corporation.

18.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 18.9 applies. Therefore, the Corporation will not be held responsible by the District for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the District does not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If the Corporation does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with

public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

19. Miscellaneous Provisions.

19.1 Entire Agreement. This Agreement, with Exhibits and the Application, contains all terms, conditions and provisions of the agreement between the parties relating to creation and operation of the Charter School and contains the entire understanding and all representations, understandings, and discussions of the parties relating thereto. All prior agreements, representations, drafts, statements, understandings, and discussions are merged herein and superseded and canceled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written agreement made concurrently herewith.

19.2 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Agreement.

19.3 Amendment. This Agreement may be modified or amended only by written agreement between the Charter School and the District Superintendent (or designee) or District Board.

19.4 No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

19.5 Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

19.6 Assignment; Successors and Assigns. This Agreement may not be assigned by the Corporation under any circumstances, it being expressly understood that the charter granted by this Agreement runs solely and exclusively to the Charter School. This does not limit the Corporation's or the Charter School's right to enter into contracts and Agreements to the full extent allowed to charter schools under Oregon law. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement bind and benefit the legal representatives, successors and assigns of the parties.

19.7 Notice. Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 19.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

- (a) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);
- (b) By facsimile to the facsimile number set out on the execution page of this Agreement, provided that the original notice is sent by one of the other

methods described in this Section or by first class U.S. Mail [notice by facsimile to be deemed effective when receipt either is acknowledged by the addressee or its office or is confirmed by confirming transmission equipment (provided this occurs before 5:00 p.m. Pacific Time on a business day, otherwise it will be deemed effective on the next business day)];

- (c) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or
- (d) By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing.

19.8 Dispute Resolution; Mediation.

19.8.1 If any dispute arises between the District and the Charter School concerning this Agreement, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute.

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

19.8.3 At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Board.

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

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

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

19.9 Attorney Fees. If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Agreement, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trial or arbitration, and on any reviews and appeals. Such sums shall be determined by the court or arbitrator.

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

Superintendent’s designee, provided that any ultimate decision regarding renewal, non-renewal, or termination of this Agreement may be made only by the District Board.

19.11 Prior Actions. As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, the Corporation shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this Agreement null and void.

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

19.13 Definition of Business Day. For purpose of this Agreement, “business day” means a day in which the District administrative offices are open. “Business day” does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) District scheduled spring vacation, (f) any day(s) in which the administrative office is closed due to inclement weather, or (g) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or the Board’s designee, or the government of the City or County in which the District is located, or the State of Oregon, or the federal government.

[This space intentionally left blank to allow the signatures to remain on one page.]

EXECUTED this 26 day of June, 2024.

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

By: _____

Title: _____

Address for Notice Purposes:
13809 SE Division Street Ste. A
Portland, OR 97236
Telephone: (503) 762-6061
Fax: 503-761-4143

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

By: _____

Title: School Board Chairperson

Address for Notice Purposes:
Frank Caropelo
Superintendent
1204 NE 201 Ave.
Fairview, Oregon 97024
Telephone: 503-661-7200
FAX: 503-667-6932

Approved as to form:

By: _____

District Legal Counsel

**EXHIBIT B
TO CHARTER SCHOOL AGREEMENT**

CHARTER SCHOOL GOALS AND EVALUATION GUIDELINES

As provided in Section 10.4 of the Agreement, only the following specific goals relating to student performance are to be considered in evaluating whether the Charter School has failed to meet the requirements for student performance (and thus could be a basis for termination of this Agreement) under ORS 338.105 (1)(b).

If a conflict exists between any provision of this Exhibit B and Exhibit A (the charter application submitted by Arthur Academy), this Exhibit B provision will govern and supersede any provision contained in the charter application.

1. Oregon Statewide Assessments.

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

1.2 Results.

1.2.1 Of all Charter School students in each grade, regardless of time in attendance, and for each assessment area (reading, math and science), the Charter School will calculate the average scale score; that average scale score will be as high as or higher than the average scale scores of students attending the other Reynolds District schools for the same grade and assessment area. Also, the Charter School's average scores and/or outcomes for the student groups identified in any state or federal accountability system applying to the District (e.g. the Achievement Compact) shall meet or exceed the scores of District students in those same groups.

1.2.2 At any time that federal or state regulations require higher performance levels, the Charter School will meet or exceed such levels.

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

2. Summative Nationally Normed Standardized Test.

2.1 Assessment. The Charter School plans to use a summative nationally normed standardized test as its method of measuring and reporting student achievements in grades K, 1 and 2. The Charter School will administer the test in the spring for all students in grades K, 1 and 2, and in the fall for new students in those grades..

2.2 Results.

2.2.1 Of those special education students who have an IEP and whose IQ is 69 or lower, each student's IEP will include expected test results, if any.

2.2.2 In the spring testing utilizing a summative nationally normed standardized test, more than 50% of the students will score above average [above the 40th percentile] on both the reading and math in each grade in the school.

3. Reports of Assessment Results.

3.1 Reports to District. After the Charter School receives results of the assessments in Sections 1 and 2, it will give the District a report of the results. The Charter School will also include assessment results in its annual reports to the District.

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

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

5. Non-Academic Performance Objectives.

5.1 Parent Satisfaction. The Charter School will conduct an annual survey of parent satisfaction. At least one of the questions will ask parents to rate either their overall satisfaction or the overall quality of education of their child or children. Using a scale of 1 through 4 (e.g. highly satisfied, satisfied, fairly satisfied, and not satisfied), the survey results will show that at least 80% of parents consider their overall satisfaction or the education their child receives at the Charter School to be either the highest or second highest rating (e.g. highly satisfied or satisfied, rating it a 1 or 2 on the 1-4 scale). The Charter School will include the results of this survey in its annual report to the District.

5.2 Voluntary Parental and Community Involvement. Parental and community involvement in the Charter School will be maintained at consistently high levels and will be reported in the Annual Report.

**EXHIBIT C
LIST OF ASSETS**



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Charter Renewal: Rockwood Preparatory Academy (RPA)

Type: Action Item Report / Presentation

Policy: LBE: Public Charter Schools

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |

Summary / Background:

The current 5 year charter agreement between the Rockwood Preparatory Academy (RPA) and Reynolds School District expires on June 30, 2025. RPA has submitted all required reports and documentation to district staff. Attached is the proposed RPA renewal agreement for the next 10 years.

Previous Board Action:

The Board approved a renewal of the RPA Charter agreement on February 26, 2020 for 5 years.

Financial Implications:

The financial terms are outlined in the agreement. The proposal is for the district to pay 91% of ADMw to RPA.

Motion:

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

CHARTER SCHOOL AGREEMENT

DATED: June 26, 2024

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

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

RECITALS

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

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

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

D. By resolution adopted June 26, 2024, the District Board voted to renew the Charter School’s Charter Agreement for an additional ten (10) year term; and

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

F. The parties desire that the Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

CHARTER AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, covenants, and payments herein described, the parties agree as follows:

1. Grant of Charter.

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

2. Effective Date; Term; Renewal.

2.1 Effective Date. When this Agreement has been duly executed by both the District Board and the Corporation’s board of directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment of the KNOVA Reynolds Public Charter School as a public Charter School, as provided in ORS 338.065(1) and shall expire at midnight on June 30, 2034 .

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

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

teachers; (vii) establish additional forms of accountability for schools and (viii) create innovative measurement tools.

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

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

4. Relationship Between Corporation and Charter School.

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

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

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

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

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

6. Enrollment and Admissions.

6.1 Voluntary Enrollment; Who is Eligible. Student enrollment in the Charter School shall be voluntary. All students who meet legal age requirements applicable to a particular grade level [for example, minimum ages for children entering kindergarten and first grade] will be eligible for enrollment. These requirements will be consistent with District policies relating to admission of students into any grade. Other than the age of a student and the preferences allowed by law (see Section 6.6), there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 7.

6.2 Phased Enrollments; Deadlines. The Charter School may, in its discretion, elect to conduct a series of open enrollments for each school year, provided the process conforms to this Agreement. Each year, the Charter School will set deadlines by which applications must be received for each phase of the enrollment process and will determine the number of students to be admitted in each grade. These deadlines may change from year to year at the discretion of the Charter School, except that the first phase of enrollment under Section 6.3 shall take place no earlier than February 15 and no later than April 1 of each year. The Charter School Board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best. The Charter School will accumulate all applications received on or before the deadline for each phase of enrollment; applicants are not accepted on a "first come, first served" basis, except as provided in Section 6.5 [after waiting list is exhausted].

6.3 Application Process; First Phase of Enrollment Process. Beginning on a date set each year by the Charter School and up through the deadline for the first phase of enrollment set under Section 6.2, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the number of students to be admitted for each grade as determined under Section 6.2, then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the determined number of students to be admitted for a grade is 30, and if 20 applications are received, then all 20 applicants will be accepted. The remaining ten "available spaces" will be filled in the second or later phases.

If the number of applications received for any grade is greater than the number of students to be admitted for that grade, then the Charter School will conduct an

equitable lottery, in a manner determined by the Charter School and consistent with state law and District policy, to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the number of students to be admitted for a grade is 30, and if 40 applications are received, then 30 applicants will be accepted through the lottery process, and a waiting list of 10 can be determined [with order of priority on the waiting list also determined through the lottery process].

To take into account the priority given by law to resident students (as provided in Section 6.8), if, out of the 40 applications, 35 are from resident students and 5 are from nonresidents, then a lottery will be held first as to the 35 resident applications and 30 will be accepted, with five going on the waiting list. Then a lottery will be held among the 5 nonresidents to determine order of priority on the waiting list.

6.4 Second and Additional Phases of Enrollment. If the Charter School receives fewer applications than the maximum number of students allowed for any grade, then the Charter School will set a second application deadline. The Charter School estimates that the second phase enrollment will take place about one month after the first phase and the third phase will take place about one month after the second phase; to illustrate, if the first phase deadline is March 1, the second phase deadline will probably be about April 1 and the third phase deadline will probably be about May 1. The admissions process will be the same as with the first phase, but will apply only with respect to the “available spaces,” if any, for each grade. However, the Charter School may also accept additional applicants in order to create or expand a waiting list for any grade.

Finally, if after the second enrollment there still remain “available spaces” in any grade, or the Charter School desires to create or expand a waiting list for any grade, the Charter School may set a third and additional application deadlines before the school year begins. The admissions process will be the same as with the second phase, again applying only with respect to the “available spaces” for each grade (or to create or expand a waiting list for any grade). Thereafter, including during the school year, additional students who apply will be added to the waiting list in the order the applications are received.

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

grade or all students on the waiting list for that grade have already enrolled or have been extended an offer to enroll and have declined.

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

6.7 Nondiscrimination; Target Student Population; Weighted Lottery. As provided in ORS 338.125, the Charter School may not limit student admission based on race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level. However, the Charter School’s academic programs are specifically designed to meet the educational needs of students from low-income homes and prepare them for competitive colleges and careers. Toward this end, in its recruitment efforts the Charter School will conduct focused advertising, marketing, and other outreach efforts to students from low-income neighborhoods. The Charter School may also implement a weighted lottery as authorized by ORS 338.125 for the purpose of ameliorating the impact of discrimination against historically underserved students.

6.8 Nonresident Students; Limitations. As provided in ORS 338.125(2), if space is available the Charter School may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference. Nonresident applicants may be accepted to fill any “available spaces” (including spaces on waiting lists). The parties recognize that acceptance of a nonresident applicant at the first or later phase could create uncertainty and unfairness because of the possibility that the law requires that a resident applicant who is accepted at a later phase must be given priority and thus could “bump” the previously accepted nonresident. Therefore, the parties agree that once a nonresident is accepted, the nonresident will not be “bumped” by a resident who has submitted an application as part of a later phase of enrollment; if necessary, the parties will work together to seek a waiver of the applicable state law. If the Charter School plans to accept a student who is not a resident within the District, the Charter School may issue a conditional acceptance to such student, subject to any legal requirements that preference be given to residents of the District.

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

- a) Provide written notice of the student's enrollment to the District within 10 days. The written notice must include contact information for the enrolled student's parent or guardian.
- b) Provide written notice of the student's withdrawal (for any reason other than graduation from high school) to the District within 10 days. The written notice must include contact information for the enrolled student's parent or guardian.

6.9 Dual Enrollment. During a school year, if the Charter School learns that one of its students remains enrolled at another private or public school, the Charter School will notify the other school of this fact and will inform the student's parents that they should take whatever steps may be required to have their child withdrawn from enrollment in the other school or from enrollment in the Charter School.

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

7. Special Education Students.

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

7.2 Application and Enrollment.

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

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

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

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

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

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

7.4 Administering the IEPs.

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

7.4.2 Each IEP team must include a District representative and appropriate District specialists. The Charter School will have a staff member on the IEP team of each enrolled special education student. The Charter School will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. The Charter School will not change the student's program without IEP team action.

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

7.4.4 The District has the discretion to determine which specialized programs will be offered on site at the Charter School facility. For those services that the IEP team, the District, and the Charter School mutually agree would be best delivered by District employees, the Charter School will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either on-site or pull-out service delivery. The Charter School will provide space within its facility (such as a small room that can accommodate a special education teacher plus several students) for the providing of such services.

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

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

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

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

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

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

7.4.7 The Charter School shall protect all personally identifiable student information relating to special education students attending the Charter School and will maintain a complete special education file. The Charter School will cooperate with the District in the event the District is required to participate in a special education administrative complaint or due process proceeding.

7.4.8

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

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

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

(d) If, however, any IEP requires that special education services be provided during the Extended Period, the Charter School will be responsible for providing such services. To provide such services, the Charter School will either have its own employees provide such services (if qualified to do so) or will enter into contracts with other qualified service providers to provide such services.

(e) The Charter School’s indemnity obligation under Section 16.9.1 shall apply to any liability, claims, or demands arising from the District not providing special education services during the Extended

Period, unless such services are deemed "extended school year services" under 34 CFR 300.106 or OAR 581-015-2065. The Charter School and District acknowledge that the District remains responsible for all the provision of a free appropriate public education to all special education students at the Charter School, and that nothing in this section shall be construed as relieving the District of its responsibility. The Charter School acknowledges that if it is required to respond to any complaint under the IDEA, whether by way of a due process complaint or a complaint filed with the Office for Civil Rights or the Oregon Department of Education, relating to the District's failure to provide special education services for any eligible student during an "Extended Period" [other than services deemed "extended school year services" and required to be provided in accordance with the student's IEP under 34 CFR 300.106 or OAR 581-015-2065], the Charter School will reimburse the District for any of its actual costs relating to this complaint, including (1) attorneys fees expended by the District in the due process or complaint process; (2) the actual cost to the District of providing compensatory services relating to the "Extended Period"; and (3) and costs or attorney fees awarded to the parents of a student raising a complaint related to the "Extended Period."

7.5 Funding for Special Education Students. ORS 338.165 governs funding relating to special education students. Each special education student counts as 2.0 ADM [not counting other "additional amounts" for English as a Second Language or other items described in ORS 327.013]. Therefore, the 40% of the General Purpose Grant that is payable to the Charter School under ORS 338.165(2)(a) for special education students equates to 80% of 1.0 times the General Purpose Grant. To illustrate, if the District's General Purpose Grant were to be \$6,000, the District would receive 2.0 times that amount, or \$12,000 for each special education student; the amount payable to the Charter School for each special education student would be \$4,800; the District would retain the remainder of \$7,200; any portion of such \$7,200 payable to the Charter School for services provided under Section 7.4 would be governed by the separate contract described in Section 7.4.5.

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

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

The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. The Charter School anticipates that its school year will begin and conclude the same day as the District's

elementary schools , and that during the school year the Charter School will observe the same holidays and break schedules as the District.

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

9. Records.

The Charter School shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. From time to time as state requirements change, the District shall provide the Charter School with a list of records and information required for the District to meet its state reporting requirements. The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the District.

10. Program and Curriculum, Goals, and Evaluation.

10.1 Acceptance by District of Program and Curriculum.

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

10.1.2 The parties agree that the Application sets forth the overall goals, standards, and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School's

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

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

- 10.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.
- 10.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.
- 10.2.3 Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.
- 10.2.4 Providing required services, if any, to academically low achieving students.
- 10.2.5 Implementing the state-required assessments as provided in ORS 338.115.
 - 10.2.5.1 Developing and implementing a plan for identifying students whose primary language is other than English (“English Language Learners” or “ELL”) and providing such students with appropriate programs until they are able to use the English language in a manner that allows effective and relevant participation in regular classroom instruction and other educational activities under ORS 336.079 and OAR 581-021-0046(9).

10.3 Student Performance.

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

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

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

10.3.2.2 For purposes of Section 10.3, the parties agree the timelines are set to take into account the date the Oregon Department of Education distributes the official results of testing and to allow Charter School a reasonable time for staff input and board approval of the test scores and plan to be submitted to the District. If the initial testing results are not distributed by July 1, the parties agree to mutually consent to a reasonable extension of the timeline herein.

10.4 Annual Report and School Improvement Plan. By October 31 of each year, the Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students during the immediately preceding school year. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 10.3; goals for improvement, specific actions different from normal school operations that will be taken to help achieve such goals; and any suggested changes to the methods of measurement and reporting set forth in Exhibit B.

11. School Facility and Transportation.

11.1 Facility. The Charter School facility is located at 740 SE 182nd Ave., Portland, Oregon.

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

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

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

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

12.1 No Tuition; Fees. The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115, the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for after-school programs and student activities. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

12.2 Annual Funding.

12.2.1 Keeping Count. The Charter School shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013. The Charter School shall use the District's student information system (Synergy) and shall be responsible for proper input of required information.

12.2.2 Calculating ADMw and Funding.

(a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2), as that formula may be changed from time to time. Until the law is changed, the funding shall be calculated according to the following formula:

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

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

(c) The calculation of the additional amounts under ORS 327.013 shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in an English as a Second Language program under ORS 336.079. The Charter School shall provide all services related to identifying, serving, and testing ELL students at the Charter School.

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

(e) This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of Charter Schools.

12.2.3 Reports to District. The Charter School shall give written reports to the District, containing the data set forth in Sections 12.2.1 and 12.2.2, on or before the tenth (10th) day of each of the following months of each school year: July, August, September, October, November, December, January, February, March, April, and May. The July and August reports (and possibly the September

report), and thus the payments due from the District based on those reports, will be based on the Charter School projected ADMw.

12.2.4 Dates of Payments by District to Charter School.

(a) Pursuant to ORS 338.155(8), the District shall send payment to the Charter School in the percentages set out by applicable law (generally 8.33% per month but currently 16.67% in July) within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095.

(b) The parties recognize that there may be fluctuations from month to month in the total sum on which the monthly percentage amounts are calculated due to fluctuations in the Charter School ADMw during a school year, as well as due to possible changes in the state's determination of the general purpose grant or Charter Schools Rate, and thus the amount payable by the District to the Charter School may change from month to month. There will be an adjustment with the final [May or June] payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount or Charter Schools Rate, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the general purpose grant amount or Charter Schools Rate that are not finalized until after the end of a school year.

12.3 Initial Budget; Annual Budgets. On or before May 1 of each year, the Charter School shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of the Charter School's financial stability. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.

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

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

12.6 Financial Records, Audits and Accounting Reports. The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School shall have audits performed in compliance with any applicable laws, as such laws may be changed from time to time. At the present time, ORS 338.095 requires the Charter School to have an annual audit of the accounts

of the Charter School prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the District, the State Board of Education, and the Department of Education. The Charter School will direct its auditor to cooperate and coordinate with the District's auditor to ensure that the District's auditor obtains, in a timely manner and no later than November 1, the Charter School's audit and related information that the District's auditor needs in order to complete the audit covering the entire District.

12.7 Financial Management. The Charter School shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that the Charter School's accounting method shall comply in all instances with governmental accounting requirements that explicitly apply to Charter Schools. Subject to this Agreement, the Charter School through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Charter School. The Charter School' budget and accounting system must be compatible with the District's budget and accounting system.

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

13. Governance and Operation.

13.1 Corporate Status; Governing Board.

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

13.1.2 At the request of the District, the Corporation will give the District a copy of its Articles of Incorporation and Bylaws. If the Corporation makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will so notify the Corporation. If the Corporation agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 19.8.

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

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

13.3 Nonreligious, Nonsectarian Status. As provided in ORS 338.035, the Charter School shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115, the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or section 5, Article I of the Oregon Constitution, or be religion based.

13.4 Public Meetings. The Corporation and its Board of Directors, when acting as the Governing Body of the Charter School, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.705.

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

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

14. Employment Matters.

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

14.2 Staff Hiring, Compensation, Benefits, PERS.

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

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

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

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

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

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

14.4 Criminal Records Checks. As provided in ORS 338.115(1), ORS 181A.195, 326.603, 326.607, and 342.223 (relating to criminal records checks) shall apply to the Charter School. The Corporation shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15th of each school year that the Charter School is in operation under this Agreement, the Charter School shall provide to the District a list containing the names and job positions of all Charter School employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

15. Application of and Compliance with Laws.

15.1 Compliance with Laws; Non-Exemption from Certain Laws. The Corporation and the Charter School shall comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding Charter Schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts, or other public schools shall generally not apply to the Charter School, the laws listed in ORS 338.115(1), as amended from time to time, shall apply to the Charter School.

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

15.3 Amendment of Agreement to Conform to New and Changed Laws. The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to Charter Schools. To illustrate, under Section 12.6 of this Agreement, the Charter School is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(3) requires this to be done. However, if ORS 338.095(3) were to be amended so that different audit standards were to apply to Charter Schools, the parties intend that thereafter they would be bound

by the law as amended; the Charter School would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 12.6. If, at any time during the term of this Agreement, the state amends existing statutes or develops any new rules, regulations or statutes that may affect the terms of this Agreement, change restrictions or requirements on the Charter School, or otherwise affect the Charter School, the Charter School and the District shall review this Agreement and conform it accordingly.

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

16. Insurance and Indemnification.

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

16.2 Property Insurance. The parties understand that the Corporation has entered into a lease or other agreement relating to the Charter School facility. The Corporation shall ensure that such lease or other agreement provides that (a) the facility is to be insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by the Corporation]; and (b) such policy is a replacement cost policy.

16.3 Commercial General Liability Insurance.

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

policy thereafter throughout the term of the Agreement, including all extensions and renewals.

16.3.2 Subject to the following sentence, the limit of the Corporation policy shall be a minimum of \$1,000,000 for bodily injury and property damage per occurrence, \$3,000,000 annual aggregate. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, the Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

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

16.4 Liability Insurance for Directors and Officers. The Corporation shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 annual aggregate, covering the Charter School, the Corporation, the governing board of the Charter School, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

16.5 Business Auto Liability Insurance. The Corporation shall procure and maintain business auto liability insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

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

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

16.8 Policy Requirements. The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the District as an additional insured; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the State of Oregon; and (iv) shall contain a

provision that they cannot be canceled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.

16.9 Indemnification.

16.9.1 Charter School Indemnifies District. To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Corporation agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of Charter School (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, claims brought pursuant to Section 504 of the Rehabilitation Act of 1973, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Charter School's operations. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act or omission of any District Board member, officer, agent, or employee. The Corporation agrees to indemnify, hold harmless and defend the District from all contract claims in which the Corporation or the Charter School has obligated the District without the District's prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of the Corporation or the Charter School that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

16.9.2 District Indemnifies Charter School. To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold the Corporation and the Charter School, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from civil rights violation, claims brought pursuant to the Individuals with Disabilities Education Act, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Corporation or Charter School Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at the Charter School whose negligent or wrongful act

or omission is caused or directed by the Corporation or the Charter School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

16.9.3 Survival of Indemnification. This indemnification, defense and hold harmless obligation on behalf of the Corporation and the District shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

17. Relationship between District and Charter School.

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

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

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

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

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

18. Termination.

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

- (a) Failure to meet the terms of the Agreement or ORS Chapter 338.
- (b) Failure to meet the requirements for student performance as set forth in Section 10.3 and Exhibit B.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system.

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

18.2.1 The parties recognize that the grounds for termination in Section 18.1 may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and therefore the following process is agreed to as a means for dealing with alleged breaches of this Agreement.

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

18.2.3 If the Charter School agrees that a breach has occurred, the Charter School will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that the Charter School, by acting with due diligence, could not reasonably complete the cure within such time, the Charter School shall not be in default unless the Charter School either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after the District gives such notice.

18.2.4 If the Charter School does not agree that a breach has occurred, the Charter School will give the District a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith

to resolve their differences, and either party may at any time demand resolution of the dispute under Section 19.8.

18.3 Notice of Intent to Terminate; Hearing; Appeal.

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

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

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

18.4 Prompt Termination for Health and Safety Reasons.

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

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

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

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

18.5 Termination by Charter School; Dissolution.

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

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

18.6 Effects of Termination or Dissolution. Until the effective date of termination of this Agreement, the District shall continue to make the funding payments under Section 12. As provided in ORS 338.105(5), termination of this Agreement shall not abridge the Charter School's legal authority to operate as a private or non-chartered public school. Upon dissolution or termination, all student records shall be transferred to the District.

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

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

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

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

18.8.3 By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.

18.9 Distribution of Assets upon Termination.

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

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

18.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 18.9 applies. Therefore, the Corporation will not be held responsible by the District for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the District does not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If the Corporation does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

19. Miscellaneous Provisions.

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

relating thereto. All prior agreements, representations, drafts, statements, understandings, and discussions are merged herein and superseded and cancelled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written agreement made concurrently herewith.

19.2 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Agreement.

19.3 Amendment. This Agreement may be modified or amended only by written agreement between the Corporation and the District Superintendent (or designee) or District Board. If, at any time during the term of this Agreement, either party desires to amend the Agreement, it may send the proposed amendment(s) to the other party, and thereafter the parties will in good faith discuss and negotiate possible amendments. This subsection does not impose on either party any duty to accept any amendment proposed by the other party.

19.4 No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

19.5 Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

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

19.7 Notice. Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 19.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

- (a) By email if it is an email address used regularly in communications regarding Charter School operations;
- (b) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);
- (c) By facsimile to the facsimile number set out on the execution page of this Agreement, provided that the original notice is sent by one of the other methods described in this Section or by first class U.S. Mail [notice by facsimile to be deemed effective when receipt either is acknowledged by the addressee or its office or is confirmed by confirming transmission equipment (provided this occurs before 5:00 p.m. Pacific Time on a business day, otherwise it will be deemed effective on the next business day)];
- (d) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or
- (e) By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing.

19.8 Dispute Resolution; Mediation.

19.8.1 If any dispute arises between the District and the Charter School concerning this Agreement, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. Mediation shall not be mandatory, and therefore mediation shall take place only if both parties consent.

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

19.8.3 At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Board.

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

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

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

19.9 Attorney Fees. If any suit or action is commenced or instituted to interpret or enforce the terms of this Agreement, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trial, and on any reviews and appeals. Such sums shall be determined by the court.

19.10 Delegation by District. The parties agree and acknowledge that the functions and powers of the District Board may be exercised by the Superintendent of the District, or by the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal, or termination of this Agreement may be made only by the District Board.

19.11 Prior Actions. As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, the Corporation shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this Agreement null and void.

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

19.13 Definition of Business Day. For purpose of this Agreement, “business day” means a day in which the District administrative offices are open. “Business day” does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) District scheduled spring vacation, (f) any day(s) in which the administrative office is closed due to inclement weather, or (g) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or the Board’s designee, or the government of the City or County in which the District is located, or the State of Oregon, or the federal government.

[The rest of this page is blank.]

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

EXECUTED this 26 day of June, 2024.

KNOVA LEARNING OREGON

an Oregon nonprofit corporation
operating the KNOVA Reynolds
Public Charter School

By: _____

Title: Executive Director

Address for Notice Purposes:

KNOVA learning Oregon

P.O. Box 16596

Portland Oregon 97292

Telephone: 503-206-8578

Fax: 503-252-4025

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

By: _____

Title: School Board Chairperson

Approved as to form:

By: _____

District Legal Counsel

Address for Notice Purposes:

Superintendent

Reynolds School District #7

1204 NE 201st Ave.

Fairview, OR 97024

Tel: 503-661-7200

Fax: 503-667-6932

**EXHIBIT B
TO CHARTER SCHOOL AGREEMENT**

CHARTER SCHOOL STUDENT PERFORMANCE GOALS AND EVALUATION GUIDELINES

As provided in Section 10.3 of the Agreement, only the following specific goals relating to student performance are to be considered in evaluating whether the Charter School has failed to meet the requirements for student performance (and thus could be a basis for termination of this Agreement) under ORS 338.105(1)(b).

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

1. Oregon Statewide Assessments.

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

1.2 Results.

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

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

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

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

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

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

2. Reports of Assessment Results.

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

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

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

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

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

4. Addressing Deficiencies; School Improvement Plan. Either the Charter School or the District may identify student performance that has fallen below these

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

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

6. Calendar for Use of Performance Framework

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

Date	Description
By July 31	School Improvement Plan submitted to District
By August 15	School Improvement plan approved by District
Before school starts	Review operational performance for start of the year (e.g. teacher qualifications, background checks, and trainings)
By September 30	Meet with school leadership to set specific dates for scheduled onsite reviews and the Annual Site Visit
By October 31	Review student assessment systems (state and Charter School)
By December 1	Annual report submitted to District for prior year

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

7. Status of Periodic and Annual Reporting Requirements

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

8. Status of Nutrition Services Facilities Inspection

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

To: Board of Directors

From: Frank Caropelo, Budget Officer

Subject: Resolution Authorizing the Transfer of Expenditure Appropriations within the Federal Programs Fund

Type: Action Item Report / Presentation

Policy: DBK-AR Budget Transfer Authority

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |
-

Summary / Background:

As required by ORS 294.463, the District School Board must approve appropriation transfers between categories. This resolution seeks to transfer funds from Function 4000 Facilities Acquisitions & Construction to the other functions to reflect actual spending due to changes in ESSER grant funds. The adopted budget reflected the intent to expend funds for multiple facilities projects, however, due to general fund constraints, services in the other functions were prioritized. For this reason, the district expects to spend less in function 4000 and more in functions 1000 Instruction, 2000 Support Services, and 3000 Community Services.

Previous Board Action:

The Board adopted the 2023-24 Budget through Resolution #2022-2023-028 based on assumptions and information known at that time.

Financial Implications:

Oregon local budget laws require the Board to review and pass by resolution any appropriation transfers between categories. Without this resolution, the district would either be in violation of appropriation authority or would need to use general fund for expenditures reallocated to ESSER grant funds.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board adopt Resolution 2023-2024-029, a resolution transferring appropriation of \$12,100,000 within the Federal Programs fund due to changes in ESSER grant spending.
- B. Motion Seconded by Another Board Member

- C. Points of Clarification / Discussion
- D. Call for Board Vote

Resolution #2023-2024-029

**A RESOLUTION AUTHORIZING THE TRANSFER OF EXPENDITURE APPROPRIATIONS
WITHIN THE FEDERAL PROGRAMS FUND**

WHEREAS, the Board adopted the 2023-24 Budget through Resolution #2022-2023-028 based on assumptions and information known at that time, and

WHEREAS, Oregon Local Budget Law, ORS 294.463, permits transfers of appropriations within a fund when authorized by resolution of the governing body, stating the need for the transfer, the purpose for the expenditure, and the amount transferred; and

WHEREAS, FY24 Intra-fund transfers are provided below and show the need to balance appropriations within the fund; and

WHEREAS, the Federal Programs Fund requires an intra-fund transfer from the facilities acquisitions and construction function to the instruction, support services and community services functions due the updated expense plan for the ESSER grant, which eliminated most capital projects and added instruction program support:

FEDERAL PROGRAMS				
Major Function	Function Description	Adopted Budget 2023-24	Intra-fund Transfer	Amended Budget 2023-24
1000	Instruction	\$ 5,945,011	10,500,000	\$ 16,445,011
2000	Support Services	11,424,315	1,350,000	12,774,315
3000	Community Services	684,284	250,000	934,284
4000	Facilities Acquisitions & Construction	12,300,000	(12,100,000)	200,000
TOTAL		\$30,353,610	0.00	\$30,353,610

NOW, THEREFORE, IT IS HEREBY RESOLVED that the intra-fund transfers set forth above are approved.

Passed and adopted by the Reynolds School Board this 26th day of June 2024.

Signed:

Attest:

Chair, Reynolds School Board of Directors

Superintendent of Schools / Clerk



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

To: Board of Directors

From: Frank Caropelo, Budget Officer

Subject: Resolutions to Adopt the Budget, Make Appropriations, and Declare and Categorize taxes

Type: Action Item Report / Presentation

Policy: DB District Budget & DBH Budget Adoption Procedures

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |

Summary / Background:

As required by ORS 294.456, the District School Board must annually enact resolutions to adopt the budget; make appropriations for each fund for which expenditures are budgeted; and declare, categorize, and impose the tax rate or amount of each levy.

Previous Board Action:

The Board annually adopts the budget, makes appropriations, and declares, imposes, and categorizes taxes in accordance with district and state policies.

Financial Implications:

Oregon local budget laws require the Board to hold a public hearing prior to adopting the annual budget. The budget must be approved before July 1. There is no provision in law for adopting the budget after June 30, which would prevent the district from expending funds for any purpose.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board adopt Resolution 2023-2024-030, a resolution adopting the budget for fiscal year 2024–2025 now on file at the District office in the sum of \$243,111,860, which are appropriated for the purposes listed by resolution.
 - b. I move that the Board adopt Resolution 2023-2024-031, a resolution declaring, imposing, and categorizing taxes for fiscal year 2024-25.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Resolution #2024-2025-030

A RESOLUTION ADOPTING THE 2024-25 BUDGET AND APPROPRIATING FUNDS

WHEREAS, Oregon Local Budget Law requires school districts to adopt a budget authorizing expenditures for each fiscal year, and

WHEREAS, the Budget Committee held a public hearing to gain public input on the proposed budget and subsequently approved the 2024-25 Budget, and

WHEREAS, the Board of Directors approved changes to the Approved Budget within the legal limitations allowed following a public hearing on the 2024-25 Approved Budget, and

WHEREAS, the Board desires to adopt the 2024-25 Budget as amended and appropriate expenditures for the 2024-25 fiscal year, and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Reynolds District No. 7 to adopt the 2024-25 Budget as amended in the total sum of **\$243,111,860**, said budget being on file in the District's Administrative Offices; and

BE IT FURTHER RESOLVED by the Board of Directors of the Reynolds School District No 7 that the requirements for the fiscal year beginning July 1, 2025 are hereby appropriated as follows:

Major Function	Item Description	Approved Budget 2024-25	Recommended Amendment	Adopted Budget 2024-25
100 GENERAL FUND				
1000	Instruction Support	92,311,281	(342,548)	91,968,733
2000	Support Services	59,825,463	342,548	60,168,011
3000	Community Services	174,163	-	174,163
5110	Long-Term Debt Service	200,000	-	200,000
5200	Transfers	1,781,250	-	1,781,250
7000	Ending Fund Balance	8,591,750	-	8,591,750
TOTAL		162,883,907	0	162,883,907
200 SPECIAL REVENUE FUNDS				
1000	Instruction Support	17,298,869	3,230,835	20,529,704
2000	Support Services	18,578,752	451,977	19,030,729
3000	Community Services	7,842,673	31,492	7,874,165

4000	Facilities Acquisition & Construction	5,000	-	5,000
5200	Transfers	45,000	-	45,000
TOTAL		43,770,294	3,714,304	47,484,598
300 DEBT SERVICE FUND				
5110	Long-Term Debt Service	21,798,332	-	21,798,332
7000	Ending Fund Balance	3,841,668	1,300,000	5,141,668
TOTAL		25,640,000	1,300,000	26,940,000
400 CAPITAL PROJECTS FUND				
4000	Facilities Acquisition & Construction	4,398,305	-	4,398,305
5110	Long-Term Debt Service	1,405,050	-	1,405,050
TOTAL		5,803,355	-	5,803,355
TOTAL ALL FUNDS				
1000	Instruction Support	109,610,150	2,888,287	112,498,437
2000	Support Services	78,404,215	794,525	79,198,740
3000	Community Services	8,016,836	31,492	8,048,328
4000	Facilities Acquisition & Construction	4,403,305	-	4,403,305
5110	Long-Term Debt Service	23,403,382	-	23,403,382
5200	Transfers	1,826,250	-	1,826,250
7000	Ending Fund Balance	12,433,418	1,300,000	13,733,418
TOTAL		238,097,556	5,014,304	243,111,860

Effective Date: Upon Adoption

Passed and adopted by the Reynolds School Board this 26th Day of June 2024.

Ana Gonzalez Muñoz,
Board Chair

Frank Caropelo,
Superintendent of Schools/Clerk

**Resolution #2024-2025-031
A RESOLUTION DECLARING, IMPOSING AND CATEGORIZING TAXES
FISCAL YEAR 2024-25**

WHEREAS, Oregon Law requires school districts to declare and categorize taxes annually, and

WHEREAS, the Board has adopted the 2024-25 Budget in the sum of **\$243,111,860**, including property tax revenues, and

WHEREAS, the Board desires to declare, impose and categorize taxes for Fiscal Year 2024-25 as allowed by law.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Reynolds District No. 7 to declare the permanent tax rate to be \$4.4626 per \$1,000 of assessed valuation, to be levied upon the taxable property within the District; and

BE IT FURTHER RESOLVED by the Board of Directors of the Reynolds School District No. 7 that the tax of \$12,200,000 be levied upon all taxable property and categorized as education within the District to retire a portion of the District's long-term debt obligation, and the amounts are declared and categorized as follows:

2024-25 Tax Rates	
Levy within Tax Base (Permanent Rate - Education Limitation)	\$4.4626
Levy for Bonded Debt (excluded from all limitations)	\$12,200,000

Effective Date: July 1, 2024
Passed and adopted by the Reynolds School Board this 26th Day of June 2024.

Ana Gonzalez Muñoz,
Board Chair

Frank Caropelo,
Superintendent of Schools/Clerk



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Board Discussion and Reports

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |

Summary / Background:

- A. Individual Board Member Reports or Announcements
- B. Student Board Rep Announcements
- C. Upcoming Board Meetings
 - a. Business Meeting: TBD
- D. Board Discussion

Previous Board Action:

Not Applicable.

Financial Implications:

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: Frank Caropelo, Superintendent

Subject: Adjournment of Meeting

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: June 26, 2024

Connection to Strategic Plan Goal Topics:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development |

Summary / Background:

The Board Chair will adjourn the meeting.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.