



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**

July 22, 2024

6:00 PM

Building I, Edgefield Campus

2408 SW Halsey Street

Troutdale, Oregon 97060

I.	5:30p - Executive Session	3
	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)(i) Evaluation. Executive Session is closed to the public.	
II.	6:00p - Call to Order	4
	A. Roll Call	
	B. Consider Approval of the July 24, 2024 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
	E. Mission and Vision	6
III.	6:10p - Election of Board Officers	7
	A. Elect a 2024-2025 Board Chair	
	B. Elect a 2024-2025 Board Vice Chair	
IV.	6:20p - Public to be Heard	9
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	6:40p - Presentations to the Board	
	A. 2023-2024 Year End Data	10
VI.	6:50p - Superintendent's Reports	19
	A. Announcements/Reports	
	B. Financial Report	20
VII.	7:05p - Consent Agenda	21
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	22
	C. 2024-2025 Board Meeting Calendar	25
	D. 2024-2025 Fee Schedule	27
	E. Alternative Education Programs	32
	F. Grants	

i.	PEEK Grant	38
ii.	ASPIRE Grant	59
G.	Authorization to Spend on Nutrition Services Supplies	62
H.	RHS Football Overnight Trip	63
VIII.	7:10p - Action Items	
A.	Resolution 2024-2025-001 Designating District Officers, Clerks, Agents, and Depositories of Funds	67
B.	Temporary Construction Easement: SW 257th Dr Corridor Improvement Project	71
C.	Superintendent 2023-2024 Evaluation Summary	81
IX.	7:25p - Board Announcements and Discussion	82
A.	Individual Board Members - Announcements and Reports	
B.	Upcoming Board Meetings	
X.	7:40p - Adjourn	83



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Executive Session

Type: Action Item Report / Presentation

Policy: BDC: Executive Session

Date: July 22, 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)(i) Evaluation. Executive Session is closed to the public.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Call to Order

Type: Action Item Report / Presentation

Policy: BDDF: Conduct of Board Meetings

Date: July 22, 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 July 22, 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 Acknowledgement

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, Superintendent

Subject: Board Officer Elections

Type: Action Item Report / Presentation

Policy: BC/BCA: Board Organization/Board Organizational Meeting, BCB: Officers of the Board and Duties

Date: July 26, 2023

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:

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

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

Previous Board Action:

The Board elects officers at the July Business meeting annually.

Financial Implications:

Not Applicable.

Motion:

- A. Are there any nominations for Board Chair?
- B. Are there any other nominations?

- C. Do the nominated directors accept?
- D. Once all nominations have been made, call for the vote. If there is only one nomination, directors can respond aye or nay. If there are multiple nominations, directors should respond with a name. Board chair will be elected based on a majority vote.

Repeat for Vice Chair.



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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: July 22, 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: 2024 End of Year STAR Data Analysis

Type: Action Item Report / Presentation

Policy: IL: Assessment Program; ILK: Graduation Requirements

Date: July 22, 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:

Reynolds School District has adopted a student outcome focused governance model for setting both the superintendent's goals and the Board's goals. This presentation will give the end of the year update on student performance in 3rd Grade Reading, 5th Grade Math and 8th Grade Math on the Renaissance STAR suite of assessments.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.

A black and white photograph of a large group of graduates in a classroom or gymnasium. They are wearing white graduation gowns and caps, and are seated in rows of chairs, facing away from the camera. The image is partially obscured by a dark green diagonal overlay on the right side.

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End of Year STAR Data Analysis

Rachel Aazzerah

July 22, 2024

Goal 1: 3rd Grade Reading

Increase the percentage of 3rd grade students whose score on STAR Reading meets or exceeds grade level benchmark from 33% to 50% by August 2028.

3rd Grade Reading

	SY 22-23	SY 23-24		
	Spring	Fall	Winter	Spring
All	33	28	33	35
English Learners	8	9	15	16
Students w/ Disabilities	15	14	21	22
Black/African American Students	20	30	33	41
Latino/a Students	28	21	26	27
Female Students	34	29	32	35 ^{#3}
Male Students	32	26	34	35
Non-Binary Students	0*	0*	0*	20*

Goal 2: 5th Grade Math

Increase the percentage of 5th grade students whose score on STAR Math meets or exceeds grade level benchmark from 34% to 50% by August 2028.

5th Grade Math

	SY 22-23	SY 23-24		
	Spring	Fall	Winter	Spring
All	39	31	35	37
English Learners	32	16	23	25
Students w/ Disabilities	12	20	17	19
Black/African American Students	26	30	25	32
Latino/a Students	37	25	30	31
Female Students	36	30	32	33 ¹⁵
Male Students	41	31	38	40
Non-Binary Students	0*	0*	100*	100*

Goal 3: 8th Grade Math

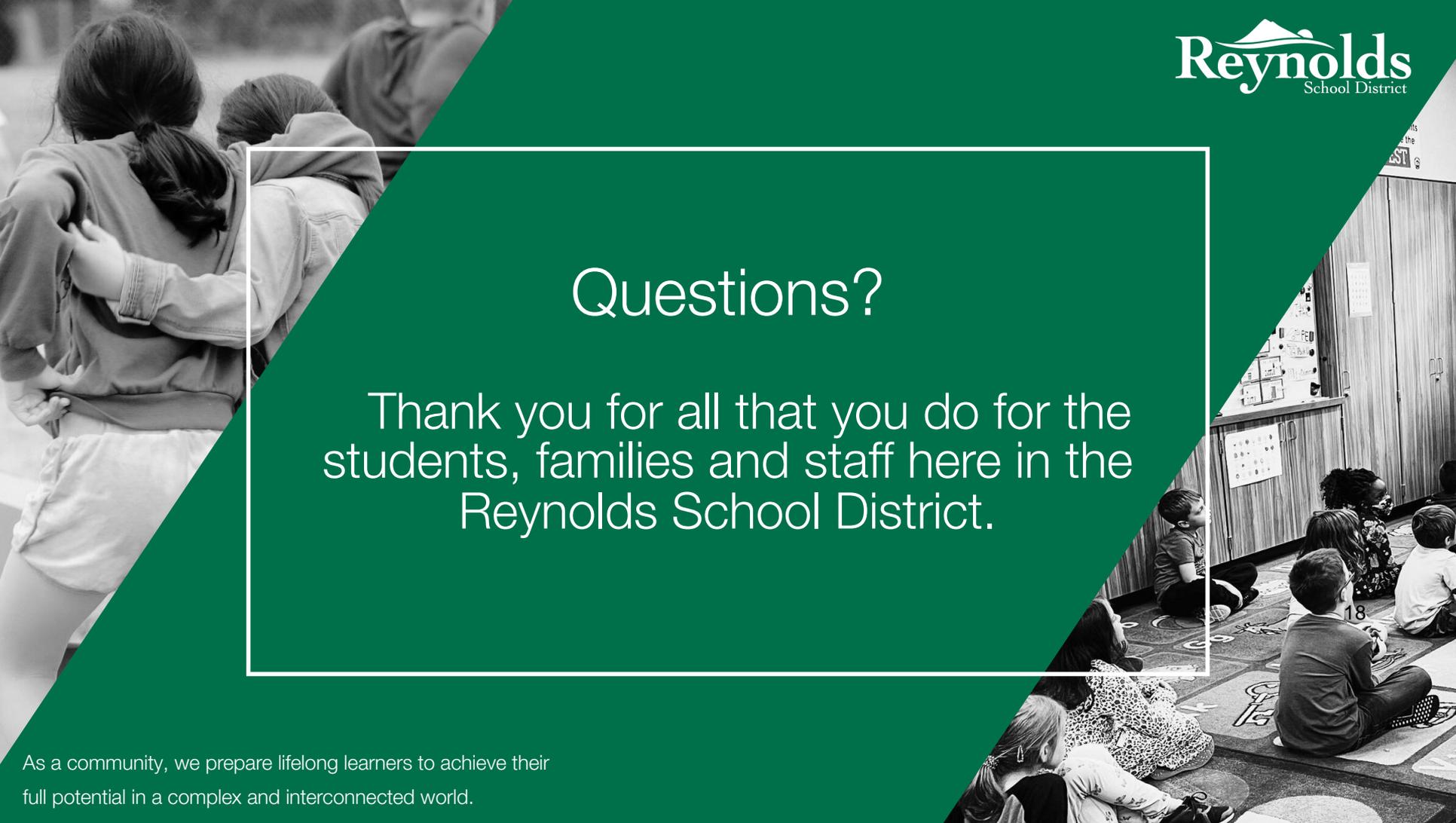
Increase the percentage of 8th grade students whose score on STAR Math meets or exceeds grade level benchmark from 27% to 50% by August 2028.

8th Grade Math

	SY 22-23	SY 23-24		
	Spring	Fall	Winter	Spring
All	27	27	32	27
English Learners	5	8	10	10
Students w/ Disabilities	8	7	10	6
Black/African American Students	12	20	28	22
Latino/a Students	16	19	21	20
Female Students	24	24	25	24 ⁷
Male Students	30	30	34	30
Non-Binary Students	50*	33*	25*	25*

Questions?

Thank you for all that you do for the students, families and staff here in the Reynolds School District.

The background is a collage of black and white photographs. On the left, a group of students is seen from behind, hugging each other. On the right, a group of young children is sitting on a patterned rug in a classroom, looking towards the camera. The entire scene is overlaid on a large green diagonal shape that contains the text.

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: July 22, 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:

Superintendent Caropelo will provide announcements and reports to the Board:

- a. Superintendent Report – Frank Caropelo
- b. Financial Report – Holly Langan

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 June 30, 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%	\$ -	\$ 102,950,821	\$ (4,661,536)	
Other State School Fund	30,129,098	30,646,272	32,806,224	35,595,834	\$ 32,897,444	92.42%	\$ 60,000	\$ 32,957,444	(2,638,390)	
State School Fund Formula	130,279,462	133,238,438	128,976,414	143,208,191	135,848,265	94.86%	60,000	135,908,265	(7,299,926)	
Local Sources	1,456,682	1,777,584	3,022,599	4,925,499	2,351,475	47.74%	\$ 50,000	\$ 2,401,475	(2,524,024)	
Intermediate Sources	540,000	700,000	700,000	2,065,727	2,036,593	98.59%	\$ -	\$ 2,036,593	(29,134)	
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	283,962	473.27%	\$ -	\$ 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	5,528,096	57.28%	\$ 50,000	\$ 5,578,096	(4,073,130)	
Total Operating Revenues	\$ 135,054,665	\$ 138,757,276	\$ 135,488,027	\$ 152,859,417	\$ 141,376,361	92.49%	\$ 110,000	\$ 141,486,361	\$ (11,373,056)	
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	\$ 168,058,211	86.46%	\$ 110,000	\$ 168,168,211	\$ (26,210,455)	
REQUIREMENTS BY OBJECT										
Operating Expenditures										
				By Object						
Salaries	\$ 60,416,368	\$ 63,390,945	\$ 70,161,704	\$ 79,532,650	\$ 73,494,968	92.41%	\$ -	\$ 73,494,968	\$ 6,037,682	
Associated Payroll Costs	35,909,687	32,142,962	34,264,947	37,755,098	\$ 37,296,168	98.78%	\$ 19,039	\$ 37,315,207	439,891	
Purchased Services	21,316,076	22,183,942	27,991,765	25,765,740	\$ 25,132,521	97.54%	\$ 3,622,000	\$ 28,754,521	(2,988,781)	
Supplies and Materials	4,667,042	4,141,683	8,434,821	7,604,112	\$ 4,236,973	55.72%	\$ 521,915	\$ 4,758,888	2,845,224	
Capital Outlay	2,027,423	461,200	1,297,508	1,383,500	\$ 1,224,936	88.54%	\$ 189,282	\$ 1,414,218	(30,718)	
Other Objects	1,495,186	1,561,953	1,719,446	1,701,727	\$ 1,992,877	117.11%	\$ 14,202	\$ 2,007,079	(305,352)	
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	\$ 145,205,898	93.33%	\$ 4,366,438	\$ 149,572,336	\$ 6,016,741	
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	\$ 145,205,898	74.70%	\$ 4,366,438	\$ 149,572,336	\$ 44,806,330	
Ending Fund Balance	\$ 24,654,907	\$ 37,766,147	\$ 26,681,850					\$ 18,595,875		
REQUIREMENTS BY FUNCTION										
Operating Expenditures										
				By Function						
Instruction	\$ 79,378,852	\$ 75,949,684	\$ 86,050,467	\$ 90,515,987	\$ 85,927,114	94.93%	\$ 1,713,426	\$ 87,640,540	\$ 2,875,447	
Support Services	45,844,717	47,568,680	57,463,765	62,861,781	\$ 57,008,738	90.69%	\$ 2,653,012	\$ 59,661,750	3,200,031	
Enterprise and Community Services	408,213	164,321	155,960	165,059	\$ 157,832	95.62%	\$ -	\$ 157,832	7,227	
Facilities Acquisition and Construction	-	-	-	-	\$ 84,759	-	\$ -	\$ 84,759	(84,759)	
Other Uses	3,726,765	1,963,350	2,902,132	2,046,250	\$ 2,027,455	99.08%	\$ -	\$ 2,027,455	18,795	
Total Operating Expenditures	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 155,589,077	\$ 145,205,898	93.33%	\$ 4,366,438	\$ 149,572,336	\$ 6,016,741	
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	\$ 145,205,898	74.70%	\$ 4,366,438	\$ 149,572,336	\$ 44,806,330	
Ending Fund Balance	\$ 24,654,907	\$ 37,766,147	\$ 26,681,850					\$ 18,595,875		
Ending Fund Balance % of Revenue	16.01%	23.11%	15.40%					11.06%		



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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: July 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. 2024-2025 Board Calendar
- D. 2024-2025 Fee Schedule
- E. Alternative Education Programs
- F. Grant Acceptance
 - i. PEEK Grant
 - ii. ASPIRE Grant
- G. Authorization to Spend on Nutrition Services Supplies
- H. RHS Football Overnight Field Trip

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

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



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

June 26, 2024

6:00 PM

Virtual Meeting

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

Absent: Aaron Muñoz.

I. 5:30p - Executive Session

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

- Chair Ana Gonzalez Muñoz called the June 26, 2024 Business Meeting to order at 6:04p.

A. Roll Call

B. Consider Approval of the June 26, 2024 Agenda

I move that the Board approves the June 26, 2024 agenda as presented. This motion, made by Michael Reyes and seconded by Francisco Ibarra, Passed.

Yea: 6, Nay: 0

C. Pledge of Allegiance

D. Land Acknowledgement

- Read into the record by Director Francisco Ibarra.

E. Mission and Vision

- Read into the record by Chair Ana Gonzalez Muñoz.

III. 6:10p - Public Hearing: 2024-2025 Budget

IV. 6:25p - Public to be Heard

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

V. 6:45p - Superintendent's Reports

A. Announcements/Reports

B. Financial Report

C. Enrollment Report

- Kinder Connect events took place in the spring and we had attendance above what we've typically seen in the past.

- The Board would like data on if any of our kindergartens took part in Preschool for All.

D. Communications Report

VI. 7:00p - Consent Agenda

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

Yea: 6, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Grant Acceptance

i. SSA Summer School Grant

- This summer school grant is part of SIA and is for specific schools. The other summer school grant is ODE's summer learning funding.

ii. Secondary Career Pathways Grant

- This is different funding than Measure 98.

iii. Menstrual Dignity Grant

iv. OSAA Speech and Debate Grant

v. Arts 3C Grant

vi. ODE Summer Learning Grant

D. IGA with ODE for Foster Care Transportation Reimbursement

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

VII. 7:05p - Action Items

A. Arthur Academy Charter Agreement Renewal

I move that the Board approve the RAA charter renewal agreement as presented. This motion, made by Francisco Ibarra and seconded by Michael Reyes, Passed.

Yea: 6, Nay: 0

B. Rockwood Preparatoy Academy Charter Agreement Renewal

- RPA will move from a 5-year agreement to a 10-year agreement, as is district practice. Superintendent Caropelo has no concerns about extending the agreement length.
- Reynolds will no longer provide ELL teachers for RPA.

I move that the Board approve the RPA charter renewal agreement as presented. This motion, made by Francisco Ibarra and seconded by Patty Carrera, Passed.

Yea: 6, Nay: 0

I move that the Board approve the RPA Charter renewal agreement as presented. This motion, made by Michael Reyes and seconded by Ana Gonzalez Muñoz, Passed.

Yea: 6, Nay: 0

C. Resolution 2023-2024-029 Function Transfer for 23-24 Budget

- Read into the record by Chair Ana Gonzalez Muñoz.

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. This motion, made by Patty Carrera and seconded by Ana Gonzalez Muñoz, Passed.

Yea: 6, Nay: 0

D. Resolution 2023-2024-030 Adoption of 24-25 Budget

- Read into the record by Director Michael Reyes.

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. This motion, made by Michael Reyes and seconded by Ana Gonzalez Muñoz, Passed.

Yea: 6, Nay: 0

E. Resolution 2023-2024-031 Declaring, Imposing, and Categorizing Taxes for 24-25

- Read into the record by Director Patty Carerra.

I move that the Board adopt Resolution 2023-2024-031, a resolution declaring, imposing, and categorizing taxes for fiscal year 2024-25. This motion, made by Patty Carrera and seconded by Cayle Tern, Passed.

Yea: 6, Nay: 0

VIII. 7:25p - Board Announcements and Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

IX. 7:40p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the June 26, 2024 Business Meeting at 7:05p.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: 2024-2025 Board Calendar

Type: Action Item Report / Presentation

Policy: BC/BCA: Board Organization/Board Organization Meeting

Date: July 22, 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:

Policy BC/BCA: Board Organization/Board Organizational Meeting calls for the Board to establish a time and place for regular meetings. Attached is the proposed calendar for 2024-2025 meetings.

Previous Board Action:

The Board approves a meeting calendar annually.

Financial Implications:

Not Applicable.

Motion:

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

Board Meeting Calendar

2024-2025 School Year

Meetings are held at the Reynolds Edgefield Campus
2408 SE Halsey St. Troutdale, OR 97060

JULY 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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27	28	29	30	31		

NOVEMBER 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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DECEMBER 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
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FEBRUARY 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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MARCH 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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APRIL 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
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27	28	29	30			

MAY 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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JUNE 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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29	30					

IMPORTANT DATES

July	
7/22	Business Meeting
August	
8/14	Work Session
8/28	Business Meeting
September	
9/25	Business Meeting
CALENDAR KEY	
Board Work Session	
Board Business Meeting	
Budget Committee Work Session	
Budget Committee Meeting	
Board Professional Development	

October	
10/9	Work Session
10/23	Business Meeting
November	
11/20	Business Meeting
December	
12/4	Work Session
12/18	Business Meeting
January	
1/22	Business Meeting
February	
2/12	Work Session
2/26	Business Meeting

March	
3/19	Business Meeting
April	
4/9	Work Session
4/17	Budget Committee Training
4/23	Business Meeting
May	
5/1	Budget Committee Meeting
5/8	Budget Committee Meeting
5/15	Budget Meeting (if needed)
5/28	Business Meeting
June	
6/18	Business Meeting



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: 2024-2025 Fee Schedule

Type: Action Item Report / Presentation

Policy: JN: Student Fees, Fines, and Charges; KG-AR: Community Use of District Facilities

Date: July 22, 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 collects fees from students and co-curricular activity groups for programs and items not related to their free public education. Additional fees to the public are established where appropriate for records requests and facilities use.

Previous Board Action:

The Board approves the fee schedule annually.

Financial Implications:

Collected revenues are intended to offset the costs of participation, third party costs, or of time and materials.

Motion:

- A. Motion Made by Board Member:
 - a. I move the Board approve the 2024-25 Fee Schedule as proposed.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Student Material Replacements

\$8 / Bus Card Replacement

\$6 / Planner Replacement

\$1 / Lanyard Replacement

\$4 / ID Card Replacement

\$1 / Plastic Pouch Replacement

High School Specific Fees

\$25 / ASB Pass

\$25 / Parking Permit

\$5 / Additional Transcript

Athletic Fees

Middle Schools

\$40 / Sport

(\$20 if income eligible for reduced school meals)

(\$10 if income eligible for free school meals)

High Schools*

\$120 / OSAA Sport

(\$60 if income eligible for reduced school meals)

(\$30 if income eligible for free school meals)

*Intensive Coaching funds will cover high school athletic and activity fees, making participation free for students.

Middle School Instrument Rentals

\$15 - \$50 / Month, depending on instrument

PE Uniforms (Optional)

\$18 / Uniform (uniforms are optional)

Technology

Up to \$250 / Replacement of Lost Device

Up to \$100 / Device Repair

\$10 / Replacement of Charger

Yearbook

Up to \$15 / Elementary School (varies by school)

\$45 / High School (\$5 fall discount)

\$25 / Middle School (\$5 fall discount)

At Cost Items

Avid Binders	Lost Textbooks
Lost Library Books	Credit Card Fees

Early Entrance

\$20 / Application Fee	\$130 / Evaluation Fee
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Driver's Ed

\$350 / Session
(\$275 if income eligible for free or reduced school meals)

Meal Prices

\$1.55 / Elementary Breakfast	\$3.00 / Elementary Lunch
\$1.80 / Middle School Breakfast	\$3.20 / Middle School Lunch
\$1.80 / High School Breakfast	\$3.35 / High School Lunch
\$2.95 / Adult Breakfast	\$4.75 / Adult Lunch
\$0.60 / Milk Carton	

Transportation Services

\$2.60 / Mile	\$55.75 / hr for Bus Driver
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Facilities Fee Schedule

Description	Tier I	Tier II***	Tier III ***	Non-School Day Events
Application Fee	No charge	\$25	\$25	N/A
Security Deposit	No charge	\$100	\$100	N/A
Custodial Services--including additional set-up, take down, and/or clean-up	(overtime may apply)**	\$54 per hour (overtime may apply)**	\$54 per hour (overtime may apply)**	(overtime may apply)**
Kitchen Services Employee	(overtime may apply)**	\$54 per hour (overtime may apply)**	\$54 per hour (overtime may apply)**	(overtime may apply)**
Classroom	No charge	\$20 hourly \$160 seasonal*	\$40 per hour	\$10 per hour
Multipurpose Room	No charge	\$20 hourly \$180 seasonal*	\$40 per hour	\$10 per hour
Gymnasium	No charge	\$20 hourly \$300 seasonal*	\$50 per hour	\$20 per hour
Cafeteria (excluding kitchen)	No charge	\$20 hourly \$160 seasonal*	\$40 per hour	\$10 per hour
Play Field/Lawn (excluding Woodland)	No charge	\$10 hourly \$150 seasonal*	\$30 per hour	N/A
Tennis Court	No charge	\$20 hourly \$300 seasonal*	\$50 per hour	N/A
Track	No charge	\$20 hourly \$300 seasonal*	\$50 per hour	N/A
Woodland Soccer Field	No charge	\$25 hourly \$325 seasonal*	\$55 per hour	N/A
Parking Lot	No charge	\$10 hourly \$300 seasonal*	\$35 per hour	N/A
Arts Center - Package A: Full access to auditorium, stage, lighting and sound systems, operational expenses, and technical support	No charge	4 hours: \$500 8 hours: \$800	4 hours: \$700 8 hours: \$1,000	\$100 per hour
Arts Center - Package B: All above plus full access to all lighting and sound systems; Use of all rigging; Use of backstage amenities; Use of adjacent classrooms; Technical support	No charge	8 hours: \$1,200	8 hours: \$1,400	\$100 per hour
Computer Lab	Classroom Fee +\$15 per Workstation	Classroom Fee +\$15 per Workstation	Classroom Fee +\$15 per Workstation	\$10 per hour
V-Tel Equipment-Non-Profit	\$25 per hour	\$25 per hour	\$25 per hour	N/A
V-Tel Equipment-For-Profit	\$50 per hour	\$50 per hour	\$50 per hour	N/A

Facilities Fee Schedule

Tier	Description	Fees / Insurance
Tier I	District Community Partners District Sponsored Activities for Students School Sponsored Activities for Students District Sponsored Activities for Parents/Guardians/Constituents School Sponsored Activities for Parents/Guardians/Constituents District Related Groups and Organizations (sponsored by a respective school) Reynolds Endorsed Youth Programs: <ol style="list-style-type: none"> 1. Organization is non-profit, and has written policy that provides relief for low-income families 2. All attendees in the program live within the RSD attendance boundaries 3. Head coach of youth athletic programs must have completed the NFHS fundamentals of Coaching Course, ODE Steroid Training, and OSAA approved concussion training 4. Youth athletic programs are approved by the District Athletic Director 	<ul style="list-style-type: none"> • No application fee • No security deposit • No rental fees • No insurance for District or schools • Insurance required for public agencies if not on file • Participants accountable for damage beyond normal wear • Labor charges beyond assigned work hours
Tier II	Community Recreational and Educational Programs Parent/Guardian, Volunteer, and/or Community Organization Sponsored Programs That Serve Reynolds Youth (Youth Leagues, Kid's Wrestling, Scouts, 4-H, AAU, Summer Activities, After School Programs) Adult Education Classes Sponsored by Oregon Community College or University City Park and Recreation Programs Adult Athletic Leagues Community Service Activities (Health Fairs, Immunization Days, Clothes Closets, Feeding Programs)	<ul style="list-style-type: none"> • Application fee • Security deposit • Rental fees • Insurance required • Labor fees
Tier III	All Other Facility Users Non-Profit Organizations For-Profit Organizations State, Federal, and Foreign Agencies Organizations Charging Admission and/or Making a Profit Private Individuals	<ul style="list-style-type: none"> • Application fee • Security deposit • Rental fees • Insurance required • Labor fees

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Alternative Education Programs

Type: Action Item Report / Presentation

Policy: IGBHA: Alternative Education Programs

Date: July 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Reynolds School District Board Policy IGBHA requires the Board to be presented a list of alternative education programs annually for approval.

The District strives to provide services to all students and recognizes different student needs create the need for multiple programs that best suit student needs as they complete their education.

The District requests approval of the following alternative education programs/schools for the 2024-2025 school year:

- Arata Creek School
- Burlingame Creek School
- Functional Life Skills Program
- Columbia Regional Deaf & Hard of Hearing Program
- Four Creeks School
- Helensview School
- Kartini School
- Knott Creek School
- Mt. Hood Community College, GED Program
- Mt. Hood Community College, Middle College Program
- Open School
- Oregon School for the Deaf
- POIC/Rosemary Anderson

- PDX Youth Builders
- Rivercrest Academy

- Serendipity Center
- Wheatley

Previous Board Action:

The Board approves the alternative education program list annually.

Financial Implications:

Program costs vary by the level of service provided. Each time the Board is asked to authorize a contract with one of the programs or providers, financial implications for the contract will be reported to the Board.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the District to approve the proposed Alternative Education Programs/Schools for the 2024-25 School Year.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

2024-25 Proposed Alternative Schools

Program/School Name	Program Focus	Program Description	Address/Phone	Program Contacts	Alt Ed Evaluators
1. Columbia Regional Deaf/Hard of Hearing https://www.crporegon.org/crp	Grades Served: K-8 Strengths: Outstanding parent/family connections. Strong inclusive practices. High retention of staff members and administration. Staff to student low ratio. They consistently strive to support students to return to home district. Support IEPs. Concerns: No major concerns. CRP does think that they have capacity to serve high school students in larger numbers. https://www.crporegon.org/Page/293	Columbia Regional Program (CRP) Special Focus Classrooms are designed to provide intensive language instruction across all academic areas for students who are Deaf or Hard of hearing and whose language development has been significantly impacted because of their hearing loss. CRP has 3 elementary classrooms and one middle school classroom. Districts determine placement along with Regionally eligible students' IEP teams. Districts pay tuition for their attendance.	833 NE 74th Ave, Portland OR 97213 503-916-5570	Kristy Karsten: 503-916-5570 kkarsten@pps.net Erin Fell: 503- 916-5570 x 78375 efell@pps.net	1. Sarah Altig - David Douglas SD sarah_altig@dds40.org 2. Juani Santiago Ramingio - Gresham Barlow SD santiago39@gresham.k12.or.us
2. MESD - Creeks https://www.multnomahesd.org/ -Arata Creek -Burlingame Creek -Knott Creek	Grades Served: Knott Creek - K-6 Arata/Burlingame - 7-21 Strengths: Very organized, strong consistent systems in place. Solid staffing/ratios. Staff feel supported. Admin has variety of licensures and backgrounds- sped and mental health for wrap around services. Concerns: Waitlists are a concern. https://www.multnomahesd.org/creeks.html	Arata Creek, Knott Creek, and Burlingame Creek Schools operate as a K-12 school using the concept of a continuum system. There are phases with clear academic and behavioral expectations. Students move through the system when they show they can meet the requirements at a particular stage over a period of time. The length of time it takes for a student to move through the continuum depends on the student's consistent use of new social and problem-solving skills	Arata Creek: 2470 SW Halsey St. Troutdale, OR 97060. 503-262-4850 Burlingame Creek: 876 NE 8th St. Gresham, OR 97030 503-262-4050 Knott Creek: 11456 NE Knott St. Portland, OR 97220 971-229-6470	Joni Tolon: jtolon@mesd.k12.or.us Arata & Burlingame: Principal Mercedes Muñoz mmunoz@mesd.k12.or.us 503-262-4820 Knott Creek: Principal Noa Martinsen nmartinse@mesd.k12.or.us (971) 229-6472	1. Jeanne Swift - Corbett SD jswift@corbett.k12.or.us 2. Terri Howard Reynolds SD thoward@rsd7.net
3. Mt Hood Community College https://www.mhcc.edu/	Grades Served: 9-12+ Strengths: Programs do a very good job of helping students reconnect with education services and complete graduation requirements. Substantial effort undertaken for reconnecting students and providing wrap-around supports for students attending. Concerns: The two programs seem to be operating independent of each other. Gateway was a concern. https://www.mhcc.edu/HighSchoolPrograms/	Gateway to College – New Program -GED Program Through Mt. Hood Community College youth have the opportunity to attend one of several programs, these include: ABE/GED; Spanish GED; and ESL. These classes are offered at a variety of times for the convenience of enrolled students.	26000 SE Stark Street, Gresham, OR 97030 503-491-6422	Eran Smith: Eran.Smith@mhcc.edu 503-491-7589	1. Heather Tomey - Reynolds htomey@rsd7.net 2. Jeanne Swift - Corbett SD jswift@corbett.k12.or.us
4. MESD - Wheatley https://www.multnomahesd.org/	Grades Served: K-21 Strengths: Provides services to high needs student population. Highly organized, excellent related services provided, committed staff, staff/student ratios.	Wheatley School provides a positive and safe learning community that fosters academic and vocational growth. Our commitment to ensure a least restrictive environment, through campus-wide positive behavioral intervention supports, allows all students the opportunity to reach their ultimate potential.	14030 NE Sacramento St. Portland, OR 97230 (503) 262-4000	Rachel Jury rjury@mesd.k12.or.us	1. Corbin Matthews - GBSD mathews19@gresham.k12.or.us 2. Heather Tomey - Reynolds htomey@rsd7.net

	<p>Concerns: Some staff turn-over and maintaining on-going training across the school year for new hires.</p> <p>https://www.multnomahesd.org/wheatley.html</p>				
<p>5. MESD - Functional Life Skills</p> <p>https://www.multnomahesd.org/</p>	<p>Grades Served: K-12, Transition-Age Students</p> <p>Strengths: Lots of support staff who are highly trained and skilled at working with students with complex medical needs. Very high staff to student ratio, sometimes 1:1 or 2:1 depending on student need. Complex needs nurse readily available and assigned to classrooms. Ongoing training for all assistants and staff. Emphasis on equity, family friendly language, and strong relationships with families. Safety is a priority as well. All staff are highly trained.</p> <p>Weaknesses: Waitlists are a concern. SB819 prohibits the district from keeping students out of school while they wait for an alternative placement.</p> <p>https://www.multnomahesd.org/fls.html</p>	<p>The Functional Living Skills (FLS) program provides individualized instruction for students to develop academic readiness skills, communication skills, social-emotional and personal management skills. Services may include physical therapy, occupational therapy, speech language therapy, assistive technology, feeding evaluations and protocols.</p>	<p>11611 NE Ainsworth Circle, Portland, OR 97220</p>	<p>Melinda Berry: 971-901-8854 Mberrym@mesd.k12.or.us</p>	<p>1. Sarah Altig – David Douglas SD sarah_altig@ddsd40.org</p> <p>2. Andres Estrada – Parkrose SD estraand@parkrose.k12.or.us</p>
<p>6. MESD - Helensview School</p> <p>https://www.multnomahesd.org/</p>	<p>Grades Served: ages 12-21</p> <p>Strengths: Equitable approach to student needs; relationally centered; thoughtful and supportive of the challenges kids are facing; range of curricular and work offerings.</p> <p>Weaknesses: School has the ability to grow programs but needs more staffing and space to grow. Need more staff with highly trained mental health background. Only PPS has slots for middle school at Helensview program.</p> <p>https://www.multnomahesd.org/helensview.html</p>	<p>Helensview School is an accredited school that provides individualized instruction and specialized support services for youth ages 12-21 who have dropped out of school or who are experiencing chronic attendance / behavioral issues. Helensview School provides multiple pathways to graduation with a standard diploma, and academic, social service and connection to post-secondary options.</p>	<p>8678 NE Sumner St. Portland, OR 97220 (503) 262-4150</p>	<p>Dan Cohnstaedt, Principal dcohnsta@mesd.k12.or.us 503-262-4150</p>	<p>1. Jen Niese - Parkrose niesejen@parkrose.k12.or.us</p> <p>2. Melissa Donnini - Centennial melissa_donnini@csd28j.org</p>
<p>7. Portland Community College*</p> <p>https://www.pcc.edu/</p> <p>*Not working with any East County districts 2019-2020 - ?</p>	<p>Grades Served: ages 16-20</p> <p>Strengths: None listed.</p> <p>Weaknesses: None listed.</p> <p>https://www.pcc.edu/prepare/head-start/links/</p>	<p>CC offers several programs for students who have not yet completed a high school diploma or GED®. Students can earn credits to transfer to a 4-year college or get students started in a technical career, earn their HS diploma while earning college credits, and receive college success coaching.</p>	<p>PCC Southeast Campus 2305 SE 82nd Ave., Portland, OR 97216 MTH 123e 971-722-6125</p>	<p>Chon Madrigal, Operations Mgr. at chon.madrigal@pcc.edu</p>	<p>1. Terrie Howard thoward@rsd7.net</p> <p>2. Erin Garvin erin_garvin@ddsd40.org</p>
<p>8. Rosemary Anderson High School -East</p> <p>www.portlandoic.org/</p>	<p>Grades Served: 9-12</p> <p>Strengths: Small class sizes and strong sense of community among students and staff. Use of Catapult consulting is helping to align curriculum to standards and create functional PLCs that allow teachers to review data and offer individual attention to</p>	<p>Rosemary Anderson has four fully accredited, community-based alternative high schools enrolling 450 students annually. Major programs include Rosemary Anderson Schools, Work Opportunities Training, Community Healing Initiative, Youth Services, and Community Safety. RAHS reconnects alienated at-risk youth and adults affected by poverty, family instability, and homelessness to education, career training, and culturally-specific wraparound</p>	<p>2208 SE 182nd Ave, Portland, OR 97233 503-797-7226</p>	<p>Erin Kent, Principal eward@portlandoic.org 503-797-7222 x326</p>	<p>1. Holly Altiero, RSD haltiero@rsd7.net</p> <p>2. Patrick O'Brien, Centennial patrick_obrien@csd28j.org</p>

	<p>students struggling. Infusion of weekly SEL lessons and original SEL curriculum lessons that are influenced by weekly current events.</p> <p>Weaknesses: High turnover of security staff, lack of restraint and seclusion training, concerns related to compliance with restraint and seclusion expectations.</p> <p>https://www.portlandoic.org/high-school</p>	<p>programs, including services for families impacted by the criminal justice system.</p>			
<p>9. Rosemary Anderson High School – Lents</p> <p>www.portlandoic.org/</p>	<p>Grades Served: 9-12</p> <p>Strengths: None listed.</p> <p>Weaknesses: None listed.</p> <p>https://www.portlandoic.org/high-school</p>	<p>Rosemary Anderson has four fully accredited, community-based alternative high schools enrolling 450 students annually. Many graduates complete diplomas or GEDs after age 19 due to the effects of unstable family situations and homelessness. RAHS offers an open-door admission policy and primarily cater to students who have not found success in more traditional schools.</p>	<p>9330 SE Harold St. Portland, OR 97266 503-797-7226 , x601</p>	<p>Madison Liesinger: mliesinger@portlandoic.org 971-413-5965</p> <p>Jeffrey McGee jeffreymcgee@portlandoic.org 503-797-7226 x601</p>	<p>1. Terri Howard thoward@rsd7.net</p> <p>2. Melissa Donnini melissa_donnini@csd28j.org</p>
<p>10. Rosemary Anderson Middle School</p> <p>www.portlandoic.org/</p>	<p>Grades Served: 6-8</p> <p>Strengths: None listed.</p> <p>Weaknesses: None listed.</p> <p>https://www.portlandoic.org/students/rosemary-anderson-middle-school</p>	<p>Rosemary Anderson Middle School offers a pathway to success for 6th-8th grade students who have encountered barriers at other schools. RAMS has small class sizes and a focus on tech and the arts.</p>	<p>4430 N. Trenton Portland, OR 97203 971-940-8014</p>	<p>Alvin Johnson: ajohnson@portlandoic.org 971-400-6171</p>	<p>1. Jen Ayers jayers@rsd7.net</p> <p>2. Terrie Howard thoward@rsd7.net</p>
<p>11. Open School</p> <p>https://openschoolnw.org/</p>	<p>Grades Served: 9-12</p> <p>Strengths: Form strong relationships through the advocate program.</p> <p>Weaknesses: Ongoing concerns related to compliance with restraint and seclusion expectations. Attendance rates, referral process related to Sped, graduation rates, and post school outcomes are also concerns.</p> <p>https://openschoolnw.org/programs/open-school-east/</p>	<p>Open School is a private, non-profit, accredited, educational organization serving youth who have historically struggled in school. Open School uses a relationship-based model to support marginalized students on their journey to break limiting beliefs, graduating high school and building life goals.</p>	<p>16570 SE Oak St, Portland, OR 97233 503-488-5200</p>	<p>Nawwal Moustafa - Principal n.moustafa@opennw.org 503-488-5200</p> <p>Katy Roy-Johnson (Systems & Data Manager) k.roy-johnson@opennw.org 503-488-5155</p>	<p>1. Juani Santiago Remigio - Gresham Barlow SD santiago39@gresham.k12.or.us</p> <p>2. Patrick O'Brien – Centennial patrick_obrien@csd28j.org</p>
<p>12. Serendipity</p> <p>http://www.serendipitycenter.org/</p>	<p>Grades Served: K-12</p> <p>Strengths: Staff to student ratio is 1:1, levels of support from classroom to therapists is high. Lots of training in the fall and throughout the year focused on positive behavior supports and mental health for students. High level of structure and routine. Wraparound. Provide summer programming.</p> <p>Weaknesses: Not accepting all types of referrals from districts. Students moving in and out of Serendipity into MESD Programs. There are concerns from staff their space isn't adequate for all types of students. Abbreviated School Day Program is staying in place next year.</p>	<p>Serendipity is a K-12 private alternative school. Provides mental health and behavior supports within small school setting. High staff to student ratio. Mixed age classrooms. Use CHAMPS for structure routines as well PBIS and Save/Civil Schools. 5-day school week. Flexible schedule for students with sensory issues. Every classroom has a therapeutic component. Use CPI for restraint and seclusion de-escalation techniques.</p>	<p>14815 SE Division St, Portland, OR 97236 503-761-7139</p>	<p>Jelena Doney: JelenaD@Serendipitycenter.org 503-595-2753</p> <p>Megan Pine, M. Ed Principal 503-595-2771 meganp@serendipitycenter.org</p>	<p>1. Jeanne Swift, Corbett SD jswift@corbett.k12.or.us</p> <p>2. Terri Howard thoward@rsd7.net</p>

	http://www.serendipitycenter.org/				
13. Portland Youth Builders http://pybpd.org/	<p>Grades Served: ages 17-24</p> <p>Strengths: GED option, high attendance and grad options. Serves up to 24. Small classes; students see relevance in what they learn in the classroom and on the job site.</p> <p>Weaknesses: Limited to No Special Ed. Services. Student can have IEP, but no SpEd staff to support SDI in any area (consult only with district and serving accommodations) No de-escalation strategies. Don't have a BBP policy/training; will make sure this is done moving forward.</p> <p>http://pybpd.org/about</p>	<p>As a fully accredited high school, PYB is able to offer students in the YouthBuild program a choice between finishing high school with a GED or a high school diploma. PYB students have typically been away from the traditional school system for a year or more.</p> <p>Nearly all PYB students come with histories of significant trauma, including poverty, dropping out of school, homelessness, substance abuse, violence in the home, involvement with the justice system, and more. Some of our students have learning disabilities, have been in foster care, or are custodial parents.</p>	4816 SE 92nd Ave, Portland, OR 97266 503-286-9350	Zack Kerrissey (Education Director) zack.kerrissey@pybpd.org 503-286-9350, ext 258	<p>1. Melissa Donnini, CSD melissa_donnini@csd28j.org</p> <p>2. Corbin Matthews - GBSD mathews19@gresham.k12.or.us</p>
14. Kartini School https://www.kartiniclinic.com/	<p>Grades Served: K-12</p> <p>Strengths: None listed.</p> <p>Weaknesses: No SpEd or ELD services. Communication with district is lacking (10-day drops without communication). There is a barrier or not being able to connect districts when students are returning to district after treatment.</p> <p>https://kartiniclinic.com/eating-disorder-resources/kartini-school/</p>	<p>Kartini School is a K-12 private alternative school. Provides mental health and behavior supports within small school setting. High staff to student ratio. Mixed age classrooms. Use CHAMPS for structure routines as well PBIS and Save/Civil Schools. 5 day school week.</p> <p>Flexible schedule for students with sensory issues. Every classroom has a therapeutic component. Use CPI for restraint and seclusion de-escalation techniques.</p>	3530 N. Vancouver Ave, Suite 400, Portland, OR 97227 971-319-6800	Mary Gunesch: mgunesch@kartiniclinic.com 503-201-8028	<p>1. Andres Estrada - Parkrose estraand@parkrose.k12.or.us</p> <p>2. Sarah Altig – David Douglas sarah_altig@dds40.org</p>
15. MESD – Rivercrest Academy https://www.rivercrestacademy.org/	<p>Grades Served: 9-12</p> <p>Strengths: Small class sizes; relational approach; equal parts education staff and recovery support staff; connection to community based supports; Easy referral process – email counselor Jeremy.</p> <p>Weaknesses: Funding and connection process is still being figured out Transportation in getting there can be a barrier</p> <p>https://www.rivercrestacademy.org/about</p>	<p>Rivercrest Academy is a small recovery high school with an abstinence approach (rather than harm reduction). PPS, Reynolds and Centennial are utilizing this program so far.</p>	3002 NE Ainsworth Street Portland, OR 97211 971-229-6060	Todd Nicholson, Principal tnicholso@mesd.k12.or.us Christine Otto, Senior Educational Services Admin, MESD cotto@mesd.k12.or.us	<p>1. Melissa Donnini, CSD melissa_donnini@csd28j.org</p> <p>2. Juani Santiago Ramingio - Gresham Barlow SD santiago39@gresham.k12.or.us</p>

STATE OF OREGON GRANT AGREEMENT

Grant No. 35985

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 329.501, ORS 329.496 and OAR 581-020-0250, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The Physical Education Grant (PEEK) funds are to be used to provide professional development opportunities that support effective physical education instruction to educators that are not specifically endorsed in physical education.

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:

Suzanne Hidde
255 Capitol St NE Salem OR 97310
971-208-0395

Suzanne.hidde@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Rachel A. Aazzerah, MS, MA
1204 NE 201st Ave Fairview, OR 97024-2499
503-661-7200, ext 3713
RAazzerah@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 \$180,000.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General and Other 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 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: _____
Contracting Officer

Date

Reynolds School District 7

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Devon Thorson via email
DOJ Assistant Attorney General

6/25/2024
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

The Physical Education Expansion K-8 (PEEK-8) Grant was established by the 2007 Oregon Legislature (ORS 329.501). During the 2022 Legislative Session, additional funding allocations were approved for the 2023-2025 biennium. The Grant is designed to support activities related to meeting the physical education (PE) instructional requirements for students in kindergarten through grade 8 as described in ORS 329.496 and OAR 581-020-0250, which are reproduced below.

ORS 329.496, SECTION 1 provides:

- (a) Every public school student in kindergarten through grade five, and every public school student in grade six at a school that teaches kindergarten through grade six, shall participate in physical education for the entire school year for at least 150 minutes during each school week.
- (b) Except as provided by paragraph (a) of this subsection, every public school student in grades six through eight shall participate in physical education for at least an average of 150 minutes during each school week, as calculated over the duration of a school year.
- (c) Notwithstanding the time requirements established by paragraphs (a) and (b) of this subsection, the State Board of Education shall adopt rules that prorate the time requirements for:
 - (A) School weeks with scheduled school closures, including closures for holidays, inservice days and days scheduled for parent-teacher conferences;
 - (B) School weeks with unscheduled school closures, including closures for inclement weather and emergencies;
 - (C) School weeks with out-of-school activities that occur during usual school hours, including field trips and outdoor school programs;
 - (D) Part-time school programs, including half-day kindergarten; and
 - (E) Irregular class schedules, including class schedules based on a four-day week.

(d) School districts and public charter schools are not required to comply with the time requirements established by paragraphs (a) and (b) of this subsection for school years during the biennium in which the total amounts appropriated or allocated to the State School Fund and available for distribution to school districts are less than the amounts determined to be needed for school districts through the State School Fund under the tentative budget prepared as provided by ORS 291.210. After the beginning of a biennium, a school district or a public charter school may cease

to comply with the time requirements established by paragraphs (a) and (b) of this subsection if the amounts appropriated or allocated to the State School Fund and available for distribution to school districts are less than the amounts determined to be needed for distribution through the State School Fund, as calculated under ORS 291.210.

581-020-0250, Physical Education Grants, Section 4 provides:

(4) The Grants may be used to:

- (a) Hire teachers who are licensed to teach in physical education or who are allowed to teach physical education within the scope of the endorsements on their license; and
- (b) Provide in-service training to teachers, not specifically endorsed in physical education, on the instruction of physical education, the academic content standards for physical education and the minimum number of minutes requirement using evidence-based programs.

The Professional Development (PD) element of this Grant provides funds to school districts and public charter schools to provide instruction in practices that are grounded in and supported by research demonstrating their success. This evidence-based PD will assist educators that are not specifically endorsed in physical education (PE) to provide quality PE instruction and meet the K-8 minute requirements.

PEEK-8 PD Grant funds may be used to provide in-service training to elementary classroom teachers not specifically endorsed in PE. PD using evidence-based programs must focus on quality instruction, Oregon's academic content standards for PE, and the required minimum number of minutes prescribed by ORS 329.496. Grantee shall pursue PD activities that:

- Improve and increase classroom teacher knowledge and skills of teaching PE based on Oregon physical education content standards for physical literacy in which students:
 - Demonstrate competency in a variety of motor skills and movement patterns.
 - Apply knowledge of concepts, principles, strategies, and tactics related to movement and performance.
 - Demonstrate the skills and knowledge to achieve and maintain a health-enhancing level of physical activity and fitness.
 - Exhibit responsible personal and social behavior that respects self and others
 - Recognize the value of physical activity for health, enjoyment, challenge, self-expression, and social interaction.
- Provide students the opportunity to meet the Oregon PE academic content standards and minimum number of minutes of physical education per week each school year.
- Integrate PE-specific PD as a part of school-wide and district-wide educational improvement plans.
- Improve classroom management skills.
- Provide high quality, ongoing, sustainable, intensive, focused PE content in order to have a positive and lasting impact on instruction and the teacher's performance in the classroom.

- Advance classroom teacher understanding of effective instructional strategies that:
 - Are founded on evidence-based research.
 - Improve the number of minutes students are physically active in PE.
 - Enhance the knowledge and teaching skills of teachers.
- Provide regular evaluations for their impact on increased teacher effectiveness and improved student performance in PE, with the findings of the evaluations used to improve the quality of PD.
- Provide instruction in methods of teaching PE to children with special needs.
- Integrate the use of data and assessments to inform and impact classroom practice.

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.

1. Grantee shall use the funding to provide professional development aligned to the academic content standards as described at the URL below, the academic content standards for physical education, and the required minimum number of minutes outlined in ORS 329.496.
<https://www.oregon.gov/ode/educator-resources/standards/physicaleducation/pages/pe-standards.aspx>
2. Grantee shall ensure classroom teachers have been informed and agree to follow the Oregon Physical Education Expansion K-8 Grant district Project. As new staff members are hired, Grantee assures that as part of the hiring process, prospective staff will be informed of the district’s/school’s grant commitments and agree to participation prior to hiring.
3. Grantee will use Grant funds for the Project activities for each of the schools and educational institutions (“Assigned Institutions”) as identified in the budget table below..
4. Grantee shall submit a Final Report June 2025 detailing the review and evaluation of the Project activities.

Assigned Institutions and Budgets

Institution-Schools	Amount
Reynolds SD 7	\$180,000.00
Total	\$180,000.00

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 prepare and submit to Agency quarterly reports (“Activity Reports”) detailing the progress on Project activities. The Activity Reports are due at the beginning of each calendar quarter and must include an itemized list of the cumulative progress Grantee has made on the Project activities to date. Grantee shall submit the Activity Reports on a form approved or provided by Agency.
- It is the responsibility of the Grantee to collect and store all receipts for eligible expenses from their participation in the program.
- Grantee shall provide a mid-year report on an Agency supplied template, due 30 days after execution of this Grant, detailing the review and evaluation of the Project activities.
- Grantee shall submit a final year-end report on an Agency supplied template, due June 30, 2025 detailing the review and evaluation of the Project activities.

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. Grantee shall not submit more than one request for disbursement per month.

With each request for disbursement, Grantee must submit an expenditure report, detailing the expenses that Grantee claims are authorized under this Grant, via email to Agency’s Grant Manager identified in Section 4.

Agency will disperse the final Grant Funds using EGMS once the Final Report, due by June 30, 2025 via email to Agency’s Grant Manager identified in Section 4, has been reviewed and accepted by the Grant Manager.

Grantee must maintain all records related to the expenditure of the 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.

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.

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 \$2,000,000. 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: Grant Acceptance: Oregon Student Access and Completion “ASPIRE”
Grant for Reynolds High School**

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: July 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The ASPIRE grant program helps educate students to become career and college ready. This grant will be targeted for the RHS college and career center in order to purchase materials, consumables and supplies to supplement post-secondary access for RHS youth.

Previous Board Action:

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

Financial Implications:

The grant award is for \$3,500 with a requirement for grant match. The cost of the current salary and benefits for RHS college and career staff is eligible for in-kind match.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the ASPIRE grant in the amount of \$3800.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

This agreement is between the Office of Student Access and Completion, 3225 25th St SE, Salem, OR 97302 (hereafter referred to as "OSAC") and Reynolds High School (hereafter referred to as "Site") in Troutdale (city), Oregon.

I. Term

This agreement shall become effective on June 18, 2024 and shall expire, unless otherwise terminated or extended, on June 30, 2024.

II. Purpose

The purpose of this Agreement is to outline the responsibilities of OSAC and Site that is receiving an ASPIRE Partnership Grant.

III. Statement of Work

A. Responsibilities of Site*

1. Demonstrate an in-kind match equal to or greater than grant funds. Matching may be a combination of one or more of the following: salary and/or benefits of existing staff assigned to college and career-related duties, supplies, services, and/or resources provided by site to support the ASPIRE program.
2. Complete Site Visit Form and participate in annual site visit with ASPIRE staff to identify goals, including FAFSA/ORSAA completion goals where appropriate. Work with ASPIRE staff to identify key outcome targets and activities to meet those goals; communicate regularly with ASPIRE staff.
3. Demonstrate a concerted effort to bring community and/or staff mentors and students into the program.
4. Collaborate with other career and college programs within the site.
5. Reporting: Ensure end-of-year surveys and reporting to be completed by-mentors, and students; submit Senior Mentor list; and submit mid-year and end-year progress reports.

**Failure to fulfill these responsibilities may jeopardize future grant funding opportunities for the site.*

B. Responsibilities of OSAC

1. Provide an ASPIRE Partnership Grant to ASPIRE site upon receipt of the ASPIRE Partnership Grant Agreement.
2. Provide ongoing support to the site and coordinator.

IV. Consideration

The mutual obligations of each party herein constitute the consideration for this agreement. OSAC may rescind an award as described in OAR 575-077-0035.

V. Termination

This agreement may be terminated immediately by mutual consent of all parties, or by either party upon 30-day written notice and delivered to the other party by certified mail or in person.

VI. Amendment

The terms of this agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written agreement signed by all parties to this agreement.

PART A: Total Student Enrollment for 2023-24

- MS: N/A
- HS: 2,262 (as of 5/29/24) 98
- CBO: N/A

PART B: Grant Amount

- \$1,500 for middle school sites
- \$2,100 for high school sites with total enrollment of 1 – 115 students
- \$2,300 for high school sites with total enrollment of 116 – 235 students
- \$2,500 for high school sites with total enrollment of 236 – 400 students
- \$2,900 for high school sites with total enrollment of 401 – 850 students
- \$3,300 for high school sites with total enrollment of 851 – 1520 students
- \$3,500 for high school sites with total enrollment of 1521 – or more students

PART C: Match Calculation

Partnership Grant Amount (from above): \$ 3500

Site Match Amount: \$ 3500

TOTAL: \$ 7000

Total must be at least double the amount received in the grant. For example, if a site received \$1,400 in grant funds and made an in-kind match of \$1,400, the total to support the ASPIRE program would be \$2,800.

Sign and return within 10 business days of receipt. For questions, contact your ASPIRE Access Specialist.

X Mike Anderson
Administrator (print name)

[Signature]
Administrator Signature

Date 6-26-24

Frank Caropelo
Superintendent optional (print name)

[Signature]
Superintendent Signature

06/26/2024
Date

Shannon N. Selby
ASPIRE Coordinator (print name)

[Signature]
ASPIRE Coordinator Signature

05/29/2024
Date

Juan Baez-Arevalo
OSAC Director

OSAC Director Signature

Date

Instructions:

1. List your total student enrollment in Part A.
2. Find your student enrollment in Part B and check the box next to the Partnership Grant that aligns to your enrollment.
3. List your Partnership Grant amount, Site Match Amount and total in Part C.
4. Make sure the agreement is signed by both the Administrator and Site Coordinator.

Sites with MS and HS students should combine student populations to determine their Partnership Grant amount.

(ie. # MS students - 59 + # HS students - 65 = 124 Total students; site receives \$2300 grant)

To: Board of Directors

From: Wade Bakley, Chief Operations Officer

Subject: Authorization to Spend in Excess of \$500,000 for 2024-2025 for Nutrition Supplies

Type: Action Item Report / Presentation

Policy: DJ: District Purchasing

Date: July 22, 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 District purchases nutrition supplies and materials from vendors under price agreements with the Oregon Child Nutrition Coalition (OCNC). The agreements were entered by the District in 2024 and extend through 2025. Major grocery purchases from Sysco will be in excess of the \$500,000 purchasing limit, requiring Board approval.

Previous Board Action:

The Board approved a similar spending request for the 2023-2024 school year at the July 26, 2023 meeting.

Financial Implications:

The 2024-25 Budget includes the appropriations necessary to complete the procurement of food and supplies for nutrition for the school year.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize an expenditure in excess of \$500,000 for major grocery purchases for the 2024-2025 school year.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Overnight Training Camp for RHS Football Team

Type: Action Item Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: July 22, 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 football team will depart RHS at 12:00 pm on Wednesday, July 24 and will return on Saturday, July 27 at 5:00 pm. They will stay at North Bend High School and will practice football, develop skills and fitness, and work to build team bonds on site. There will be meals provided and camp activities every day where our athletes can improve their teamwork and strengthen relationships.

Previous Board Action:

The Board has approved similar camps in the past.

Financial Implications:

The cost is \$120 per student. The cost of the lodging is included in the fee for the camp, as well as all meals over the duration of our trip. The majority of funding will come from the football ASB account. No student will be denied participation because of a lack of family funds.

The school district costs will be for school bus transportation and one bus driver for the round trip.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the RHS Football overnight trip request as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: Reynolds HS Football 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: July 9th Date(s) of Activity: July 24th - 27th

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.)
2. List staff member(s) responsible for students. List all other supervisors on trip.
Bo Jones, Kyle Swoboda, John Olson, Zac Collins, Matt Bros, Kean Housseini, Vanessa Palmeri, Keosha Harden
3. School equipment to be used:
Football gear: Helmets, shoulder pads, girdles, pants, jerseys Football equipment: Balls, cones, pads, first aid
4. Lodging:
North Bend HS will supply us with a team area (like at mat room or something similar)
5. Will Student Travel Insurance be obtained? Yes No
6. Estimated number of students: 40 Number of supervisors: 8
7. Parent permission slip on file: Yes No
8. Person or persons initiating request: Bo Jones Date: 7/9/24
9. Principal approval: [Signature] Date: 7-15-24

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.
- | | | | | |
|--------------------------|---------------------|----------------|----------------------------|--------------------|
| | | 7/25 + 7/26 | | 7/27 |
| | | 7:30 Breakfast | 5:30 Dinner | 7:30 Breakfast |
| 12pm Depart Reynolds | 3:30p Camp Activity | 9:00 Practice | 7:00 7v7/lineman challenge | 10:00 Scrimmage |
| 5pm Arrive North Bend HS | 10:00p Lights Out | 11:30 Lunch | 9:00 Camp Activity | 11:30 Lunch |
| 6pm Camp Registration | | 2:30 Practice | 10:00 Lights Out | 12:00 Depart |
| | | 3:30 Scrimmage | | 5:00 Arrive at RHS |
2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
- Improve skills + fitness
Build team chemistry
Teach life skills
3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
- A lot of time with our coaches/mentors
Opportunities to work with and play against multiple other schools
Challenges/activities to work together as a team
time to bond with other players and their coaches
4. What effect does the trip have on other classes or programs?
- None
5. Estimated cost of trip \$ 4800. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)
- Reynolds Football ASSB, we fundraised for the camp and the kids who hit their goals are paid for. If you didn't fundraise it is \$120 to attend. We do however have scholarship opportunities for families that cannot afford it.
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).
- School Bus
7. Describe supervision plans to ensure maximum safety for students.
- Team will always remain together and under direct supervision
From multiple coaches



TRIP ID
TRIP DATE

FIELD TRIP REQUEST FORM

Originating School *Reynolds High School* Date of Trip Departure *7/24* Return Date of Trip *7/27*
 Destination Name *North Bend High School* Grade Level *9-12* # of Adults *8*
 Destination Address *2323 Pacific St, North Bend, OR 97459* # of Students *40*
 Requesting Teacher *Bo Jones* # of Wheelchairs *Ø*
 Departure Time From School *12:00pm* Where should buses load at the School *Gym Complex*

Departure Time From Destination *12:00pm* Trip Description *Team Football camp*
 **Please see the required departure times on the PowerPoint, provided to your School Secretary
 *If more than one destination, please list the name, address, and planned departure time on a separate sheet. Submit with this form.

Contact Teacher's Name & Cell Phone # *Bo Jones 971-409-0592*

TRANSPORTATION

Trip Type
 Reimbursable trips are an extension of the classroom (a lesson plan MUST be attached to the Field Trip Request) and will be billed at 30%. Non-reimbursable trips are; athletic trips, competition drama, music, etc, traveling beyond 100 miles of the Oregon border, summer school transportation and any other trip that is not an extension of the classroom, will be billed at 100%.

Number of Buses Requested - maximum bus capacity 50-52 people per bus *1*

Allowable Field Trip Hours: Earliest departure from originating school is 9:15am, must be back to originating school by 2:00pm.
 Late Start Day Hours: Earliest departure from originating school is 10:25am, must be back to originating school by 2:00pm.

FUNDING SOURCE

Budget Code (Object Code = third series of #'s in the budget code must be 0331 or 0332)
 Grant Name & Number
 Outside Source (Billing Entity Name, Contact Person, Billing Address & Phone Number)

Notes:

Bo Jones
 REQUESTING TEACHER'S SIGNATURE

7/19/24
 DATE

Mark Clark
 APPROVING SCHOOL ADMINISTRATOR'S SIGNATURE

DATE *7-15-24*

Once The Field Trip Is Approved, You Need To:

- Have the school secretary enter the trip into Traversa.
- Notify cafeteria manager if any meals or snacks will be required for the trip, note food allergies if known
- You are responsible for lodging and meals for the driver(s).
- Please review the Reynolds School District Policy, to see if School Board approval is required.
- If Reynolds School Board approval is required, please attach the approved RSD Board Meeting Minutes.

To: Board of Directors

From: Holly Langan, Executive Director of Financial Services

Subject: Resolution 2024-2025-001 Designating District Officer, Clerks, Agents, and Depository of Funds

Type: Action Item Report / Presentation

Policy: DGA: Authorized Signatures; DG: Depository of Funds

Date: July 22, 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:

Oregon Revised Statutes and Board Policy requires that certain areas of fiscal authority be delegated on an annual basis. This resolution allows for the continued operation of district business. Some of the resolutions, such as appointment and authorization of Custodian of Funds, are required by statute, while others are submitted as a matter of practice.

Previous Board Action:

The Board approves these items annually.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve Resolution 2024-2025-001 Designating Officers, Clerks, Agents, and Depositories of Funds for the 2024-2025 fiscal year.
- 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.

RESOLUTION 2024-2025-001

A RESOLUTION DESIGNATING DISTRICT OFFICERS, CLERKS, AGENTS, AND DEPOSITORIES OF FUNDS FOR THE 2023–24 SCHOOL YEAR

DISTRICT CLERKS

WHEREAS, Frank Caropelo, Superintendent of Reynolds School District #7, is designated by law as Clerk / Chief Executive Officer of said District for the 2024–25 fiscal year;

WHEREAS, the Chief Operations Officer, Executive Director of Financial Services, and Executive Director of Human Resources are qualified to act as Deputy Clerks of Reynolds School District #7, and the Board desires that they be authorized under the direction and/or in the absence of the Clerk to receive, hold in custody, and expend all funds of the District as required by law and as directed by the Board, to furnish bonds as required by law, and together with the Board Chairperson, execute legal documents.

NOW, THEREFORE BE IT RESOLVED, pursuant to ORS 332.515, that Superintendent is hereby authorized to sign as Clerk and to receive, hold in custody, and expend all funds of the district as required by law and as directed by the Board, and

BE IT FURTHER RESOLVED, that by direction of, or in the absence or inability of the Clerk, the said Deputy Clerks are hereby authorized to exercise such authority on behalf of the district for the 2024–25 fiscal year in accordance with District Policy DGA: Authorized Signatures.

DESIGNATION OF LOCAL PUBLIC CONTRACT REVIEW BOARD

BE IT RESOLVED that the governing body of Reynolds School District #7, the Board of Directors, be designated as the Local Public Contract Review Board for 2024–25, in accordance with ORS 279.

SIGNING OF AGREEMENTS

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

BUDGET OFFICER

BE IT RESOLVED, that Frank Caropelo, Superintendent of Reynolds School District #7 is hereby designated to serve as Budget Officer for the fiscal year 2024–25 in accordance with Board Policy DB.

GRANT OFFICER

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

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

BE IT RESOLVED, that the Superintendent and Executive Director of Financial Services, or designees as assigned by the Clerk, be named as the Local Agency Representative and shall hereby be authorized

RESOLUTION 2024–2025-001 (continued)

to execute and file application(s) for and on behalf of the District and otherwise act as District officials in all activities related to grants during fiscal year 2024–25.

LEGAL COUNSEL

BE IT RESOLVED, that Garrett-Hemann, Robertson, The Hungerford Law firm, Miller Nash, LLP, and Hawkins Delafield & Wood are hereby designated to serve as General, Labor, or Bond Counsel for the Reynolds School District #7 during fiscal year 2024–25.

AUDITOR

BE IT RESOLVED, that Pauly & Rogers P.C. is hereby designated to serve as Auditor for the Reynolds School District #7 and to complete the 2023–24 annual audit, during the 2024–25 fiscal year and in accordance with District Policy DIE: Audits.

AUTHORIZATION TO FILL VACANCIES

BE IT RESOLVED, that the Superintendent or designee is hereby authorized to accept resignations, fill vacancies, and report these actions to the board during fiscal year 2024–25.

APPLICATION FOR FEDERAL IMPACT AID

BE IT RESOLVED, that Executive Director of Financial Services is designated as the authorized representative of the district in connection with filing for Federal Impact Aid for Reynolds School District #7 during fiscal year 2024–25.

DISTRICT REPRESENTATIVE FOR ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)

BE IT RESOLVED, that the Director of Facilities is appointed as representative for the Reynolds School District #7 during fiscal year 2024–25.

DESIGNATION OF DISTRICT SAFETY OFFICER AND ASSISTANT SAFETY OFFICER

BE IT RESOLVED, that the Chief Operations Officer is appointed as the Official District Safety Officer and the Executive Assistant to the Chief Operations Officer is appointed as the Official Assistant District Safety Officer, for Reynolds School District #7 during fiscal year 2024–25.

AMERICANS WITH DISABILITIES ACT (ADA)

BE IT RESOLVED, that the Chief Operations Officer, Executive Director of Human Resources, and the Director of Facilities are appointed as ADA District Coordinators for the Reynolds School District #7 for the fiscal year 2024–25.

AGENT OF RECORD, PROPERTY INSURANCE

BE IT RESOLVED, that Brown & Brown Insurance, Oregon, is hereby designated to serve as Agent of Record for the Reynolds School District #7 for all insurance other than Health Benefits during fiscal year 2024–25.

NEWSPAPERS FOR LEGAL NOTICE

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

INVESTMENT DEPOSITORIES

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

RESOLUTION 2024–2025-001 (continued)

BE IT RESOLVED, that in accordance with District Policy DG: Depository of Funds, the following depositories are hereby approved as official depositories of Reynolds School District #7 funds during the 2024–25 fiscal year:

1. US Bank
2. Piper Sandler & Co
3. UBS Financial Services, Inc.
4. Oregon State Local Governmental Investment Pool

BE IT FURTHER RESOLVED that, in accordance with District Policy DFA: Investment of Funds, the investment instruments listed below are permitted for 2024–25:

1. US. Treasury securities and other lawfully issued general obligations of the United States, including general obligations of agencies and instrumentalities of the United States or enterprises sponsored by the United States government.
2. Debt of the agencies and instrumentalities of the states of Oregon, California, Idaho, and Washington and their political subdivisions
3. Time deposit open accounts, certificates of deposit, share accounts, and savings accounts.
4. Banker’s acceptances
5. Corporate indebtedness
6. Repurchase Agreements
7. Oregon Short-term Fund, also known as Local Government Investment Pool (LGIP)
8. Commercial Paper

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

DISPOSAL OF SURPLUS PROPERTY

BE IT RESOLVED that the Clerk, Deputy Clerk, or designees as assigned by the Clerk hereby are authorized to dispose of surplus property in accordance with Board Policy DN – Disposal of District Property.

Duly passed this 22nd day of July 2024, at the regular meeting of the Board of Directors of Reynolds School District #7.

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: Wade Bakley, Chief Operations Officer

Subject: Temporary Construction Easement: SW 257th Drive Corridor Improvement Project

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: July 22, 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:

Multnomah County has declared that it needs to acquire additional right of way for planned improvements on SW 257th Drive, contiguous with the Reynolds High School. The County specifically needs to acquire a 130 square-foot temporary construction easement on Reynolds School District’s property for construction purposes at the southwest corner of SW 257th Drive and SW Cherry Park Road. The County provided the District with a proposed settlement agreement offering to compensate the County’s use of the property in the amount of \$1,500.00 payable to the District.

Previous Board Action:

Not Applicable.

Financial Implications:

\$1,500 settlement payable to the District upon Board approval.

Motion:

- A. Motion Made by Board Member:
 - a. I motion that the District approve the temporary construction easement on the corner of SW 257th Drive and SW Cherry Park Rd.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



COMMONSTREET

CONSULTING

4742 Liberty S #482
Salem, OR 97302

☎ (844) ROW CERT

✉ info@csrow.com

🌐 www.csrow.com

February 27, 2024

Multnomah County School District No. 7
1204 NE 201st Ave
Fairview, OR 97024

Re: Southwest 257th Drive Improvements
File #: 007
Map and Tax Lot #: 1N3E35AC-00300

Dear Property Owner,

The Board of County Commissioner has authorized Multnomah County to begin the acquisition of right-of-way for the Southwest 257th Drive Improvement Project. The project will be making safety improvements to SW 257th Drive.

I will work with you throughout the right of way process and can be reached by phone at 541-414-9910 or by email at jessie@csrow.com. Please contact me if you have any questions or concerns about the project or how it may affect your property.

I look forward to working with you.

Sincerely,

Jessie Medina, RWP
Project Manager, Commonstreet Consulting, LLC

Enclosures: Cover Letter (this document), General Information Notice, Exhibit B Preliminary Map, Ownership Information Sheet, Acquisition and Relocation Pamphlets, return self-addressed stamped envelope



February 27, 2024

Multnomah County School District No. 7
1204 NE 201st Ave
Fairview, OR 97024

File No: 007
Project Name: Southwest 257th Drive
County: Multnomah
Project #: 274-3767-016

GENERAL INFORMATION NOTICE

The Board of County Commissioner for Multnomah County, Oregon has authorized the Multnomah County Land Use and Transportation Program (the "County") to begin the acquisition of right-of-way for the Arata Road Improvement Project (the "Project"). Our records show you own or occupy property, which is needed for the Project.

I work for Commonstreet Consulting, LLC, which has been hired by the County to assist with obtaining the right of way interests needed to construct the Project. In order to complete the Project, the County needs to purchase temporary and/or permanent rights for a portion of your property as shown on the enclosed Exhibit B Preliminary Map.

Current plans indicate you will **not** be required to move from your property. It may be necessary to move personal property from the area of your property needed for the Project.

THIS IS ONLY AN INFORMATIONAL NOTICE. It is important for you to understand that you are not entitled to any relocation benefits unless you receive a written notice of eligibility at the time the County initiates negotiations for the acquisition of any property interest from you. We expect all affected property owners impacted by the Project will be contacted in this regard within the next two – four months. Commonstreet Consulting, LLC or another representative of the County will contact you sometime within this time period.

Please contact me, Jessie Medina at 541-414-9910 or jessie@csrow.com, if you need additional information. It is our goal to assist you in any way we can to minimize the difficulties and inconvenience this project may cause you.

Enclosed with this Notice are two pamphlets: "Acquiring Land for Public Roads and Projects" and "Moving Because of a Public Project?". These pamphlets explain the County's acquisition procedures and any relocation benefits to which you may be entitled. I strongly encourage you to review these pamphlets as soon as possible for you to better understand this process and how it directly affects you. Also enclosed is an "Owner Information Sheet" (OIS) and a self-addressed stamped envelope ("SASE"). Please fill out the OIS to the best of your ability and return it to us, using the SASE. Please be sure to keep a copy of the OIS for your records. Your cooperation in completing the OIS will aid us in preparing the correct documents.



Sincerely,

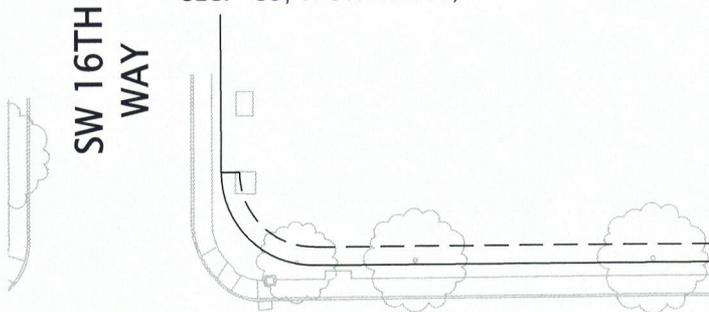
A handwritten signature in blue ink that reads "Jessie Medina".

Jessie Medina, RWP
Right of Way Project Manager
Commonstreet Consulting, LLC
541-414-9910
jessie@csrow.com

Enclosures: Exhibit B Preliminary Map
"Acquiring Land for Public Roads and Projects" Pamphlet
"Moving Because of a Public Project?" Pamphlet
Owner Information Sheet
Self-Addressed Stamped Envelope

EXHIBIT B

SEC. 35, T. 01N R. 03E, W.M.



SW 257TH AVE

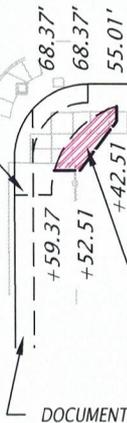
40+00

39+00

DOCUMENT 2002-114804



SW CHERRY
PARK RD.



007

DOCUMENT 2017-075030

TAXLOT 300

1,380,286ft² ± REMAINDER
NE 1/4 SECTION 25, TOWNSHIP 1 NORTH,
RANGE 3 EAST, WILLAMETTE MERIDIAN
MULTNOMAH COUNTY
SCHOOL DISTRICT NO.7 (REYNOLDS)
BOOK 1130, PAGE 1204
1698 SW CHERRY PARK

Temporary Construction
Easement ~130ft²

DOCUMENT 2017-075029

LEGEND:

- — — — Existing property lines (GIS)
- — — — Existing Right-of-Way
- — — — Existing easement
- — — — Temporary construction easement
- Temporary construction easement

GENERAL NOTES:

1. Property lines that are not on the right-of-way are approximate and based on GIS data.
2. Coordinates were established within the Columbia River West Zone of the Oregon Coordinate Reference System (OCRS)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris Robinson

Digitally signed by Chris Robinson
DN: cn=Chris Robinson, o=Parametrix, Inc.,
c=US, email=Chris.Robinson@Parametrix.com,
Reason: I am approving this document
Date: 2023.12.16 07:32:41-0800

OREGON
MARCH 9, 2021
CHRIS ROBINSON
96451

RENEWS: 12-31-2024

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES



■ **Possession**

No person lawfully occupying real property shall be required to move from his home, farm, or business location without at least 90 days' written notice. A displaced residential occupant will not be required to move earlier than 90 days after the date comparable replacement housing is made available.

The displacee will again be notified 30 or more days prior to the date the property must be vacated. The 30-day notice will not be given until the property owner has been paid for his or her property. However, if a purchase does not require the person to move, the agreement to purchase the property may require the person to surrender possession of his or her property upon payment.

■ **Appeals**

Any person who is dissatisfied with a determination of his or her eligibility or claim for any relocation benefit payment shall have the right of appeal. Any person making such an appeal will be given a choice of appealing for an optional reconsideration conference or for an administrative hearing. A reconsideration conference is an optional process to afford a displacee an opportunity to present additional relevant information that may not have been considered by the department or to correct factual errors and for the Department to reconsider the claim with the new or corrected information. An administrative hearing is a formal hearing process conducted by the Office of Administrative Hearings according to the Administrative Procedures Act, ORS 183.310 to 183.550. Either type of **appeal must be filed within 60 days of relocation benefit or claim determination**, and must be submitted on Form 734-3623 which is available from the Right of Way Agent assigned to the file.

■ **Right of Way Agent**

Relocates will be given information regarding their eligibility and possible benefits by the Right of Way Agent assigned to acquire the property.

General Summary of Relocation Benefits			
Residential		Business, Farm, Non-Profit	
Owner-occupant of 90 days or more prior to initiation of negotiations for the parcel		Owner-occupants and tenant-occupants entitled to the same benefits	
May be eligible for:		May be eligible for:	
Replacement Housing Differential Payment	\$31,000	Actual reasonable moving costs	Actual
Including Costs incidental to purchase or replacement dwelling		Or Negotiated moving costs payment not to exceed lower of two estimates secured by agency	No more than lowest estimate
And including: Increased interest cost on replacement dwelling		Plus Tangible personal property loss due to relocation	Actual value or estimated costs to move, whichever is lower
Or Rent Supplement	\$7,200		
All displacees may be eligible for:			
Actual reasonable moving costs	Actual	Plus Reasonable cost of search for new site	\$2,500 max.
And Storage of personal property up to twelve months with prior approval	Actual	Plus Storage of personal property for up to twelve months with prior approval	Actual
Or Moving costs based upon schedule		Plus Reestablishment expenses at the replacement site	\$25,000 max.
		Or Fixed payment in lieu of all other benefits; requires approval of agency	Average of annual net earnings for two years prior to year of relocation of \$1,000 min., \$40,000 max.



Moving Because of Highway or Public Projects?

A description of the Oregon Department of Transportation Relocation Assistance Program

Department of Transportation policy requires that no family or individual will be required to vacate any dwelling until such displacee has found or has been offered comparable replacement housing.

All replacement housing offered will be fair housing open to all persons regardless of race, color, religion, sex, or national origin.

Relocation payments and relocation advisory services, pursuant to State and Federal law, may not be provided to an alien unless the alien is lawfully present in the United States, except in cases of exceptional or extreme hardship. Displacees will be asked to sign a "Certification of Legal Residency in the United States."

Relocation legislation, because of its wide scope, is somewhat complicated and difficult to read and interpret. For the benefit of those who are affected by the Department of Transportation property acquisitions, this brochure summarizes the principal provisions of relocation services and benefits. However, persons reading this brochure are urged not to form advance opinions as to the benefits and amounts to which they may be entitled. The Right of Way Agent assigned to purchase property will have detailed information for displaced persons.

No relocation payment received by a displaced person under this part shall be considered as income for the purpose of the Internal Revenue code of 1954, which has been redesignated as the Internal Revenue Code of 1986 or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law, except for any Federal law providing low-income housing assistance.

■ Relocation Services

The Department of Transportation maintains Regional Right of Way offices in the following locations:

Region 1 123 N.W. Flanders St. Portland, OR 97209 (503) 731-8200 (888) 769-7341	(888) 769-7343
Region 2 455 Airport Rd SE, Bldg. A Salem, OR 97301 (503) 986-2601 (888) 769-7342	Region 4 63055 N. Hwy 97, Bldg. M Bend, OR 97701 (541) 388-6196 (888) 769-7344
Region 3 3500 Stewart Pkwy., Ste. 164 Roseburg, OR 97470 (541) 957-3559	Region 5 3012 Island Ave. La Grande, OR 97850 (541) 963-7552 (877) 851-9091

These offices maintain current lists of replacement dwellings, businesses, and farms for displaced persons, as well as current data regarding required deposits for utilities, closing costs, typical down payments, interest rates, and FHWA and VA requirements and information. The offices also have maps showing the location of schools, parks, playgrounds, and shopping areas. Public transportation routes are shown, and schedules and fare information are available. Experienced Right of Way Agents are available to aid displaced persons to the fullest extent. Right of Way Agents do not expect and will not accept any fee for any service rendered.

■ Eligibility

It is important to note that eligibility for any of the following benefits is not established until you have received a written notice of eligibility from the State.

■ General Moving Expenses

Service charges for reconnecting utilities are reimbursable except under schedule move procedures.

■ Individual and Family Moving Expenses

Any individual or family displaced by a Department of Transportation project is entitled to receive a payment for actual and reasonable expenses for moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site.

In order to obtain a moving expense payment, a displaced person must file, within 18 months after displacement, a written claim with the Department of Transportation on a form provided for that purpose. In some cases, a written arrangement with the Department of Transportation will allow the displaced person to present an unpaid commercial moving bill, and the Department of Transportation will make payment directly to the mover. If the residential displacee chooses, costs may be reimbursed according to set schedule based upon the number of rooms of furniture to be moved.

■ Residential Moving Schedule

Unfurnished (Relocatee owns furniture)			
\$600 (1 room)	\$800 (2 rooms)		
\$1,000 (3 rooms)	\$1,200 (4 rooms)		
\$1,400 (5 rms)	\$1,600 (6 rms)	\$1,800 (7 rms)	\$2,000 (8 rms)
Plus \$200 for each additional room			

Furnished (Relocatee does not own furniture)

\$350 for first room plus \$100 for each added room

■ Re-establishment Payment (Businesses, farms, non-profit organizations only)

Displaced small businesses, farm operations, and non-profit organizations may receive a payment not to exceed \$25,000 for expenses actually incurred to relocate and re-establish themselves at a replacement site. Eligible expenses can include repairs and improvements required by law, replacement of soiled and worn surfaces at the replacement site and other modifications, exterior signing, advertisement of the replacement location, and estimated increased cost of operation of the first two years.

■ Business, Farm and Non-Profit Organization Moving Expenses

Displaced businesses, farm operations, and non profit organizations are entitled to receive actual reasonable moving expenses for moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site. The actual and reasonable cost of searching for a replacement location may be claimed in an amount up to \$2,500 for a farm, non-profit organization, or business. Such payments must be supported by receipted bills or other evidence of expenses incurred.

As an alternate moving expense procedure, in the case of a self-move, the business, farm operation, or non-profit organization may be paid an amount not to exceed the lower of two estimates secured by the Department of Transportation from qualified moving companies.

Under certain conditions, businesses, farms, and non-profit organizations may receive payments for direct losses of tangible personal property resulting from the necessity to relocate.

A displaced or discontinued business, non profit organization or farm operation, except advertising sign owners, may, under certain conditions, elect to receive a fixed payment in an amount equal to the average annual net earnings of the business or farm preceding the year in which such business or farm operation during the two tax years immediately preceding the year in which such business or farm operation is displaced. The payment cannot exceed \$40,000 and will not be less than \$1,000. Those who choose the fixed payment are not eligible for any other relocation benefit payment.

■ Storage of Personal Property

Storage of personal property requires the written approval of the Department of Transportation and may not exceed twelve (12) months except in unusual circumstances. It should be clearly understood that those dislocatees who accept the scheduled move or fixed payment are not eligible to receive the storage expense benefit.

■ Replacement Housing

A displaced owner-occupant of a dwelling owned and occupied for 90 days or more immediately prior to the initiation of negotiations for such property may be eligible for additional payments, the combined total of which may not exceed \$31,000. The replacement housing payment is the amount, if any, which when

added to the amount for which the State acquired his or her dwelling, equals the actual cost which the owner is required to pay for a decent, safe, and sanitary replacement dwelling or the amount determined by the State as necessary to purchase a comparable dwelling, whichever is less. This payment includes compensation for increased interest costs for financing the replacement dwelling and actual closing costs incidental to the purchase of replacement housing.

The rent payment is the increase in rent necessary to rent a comparable dwelling for 42 months or the amount determined by the State as necessary to rent a comparable dwelling for 42 months, whichever is less. To be eligible for these benefits, the displaced occupant must purchase or rent and occupy a decent, safe, and sanitary replacement dwelling within one year after the required date of displacement or within one year after the actual date of displacement, whichever is later.

Claims for replacement housing differential payment and rent supplements must be made in writing on a Department of Transportation form supplied for this purpose and must be filed with the Department of Transportation no later than 18 months after the date of displacement.

Before payments for any replacement dwelling benefits can be made, the replacement dwelling must be checked by Department of Transportation personnel to ascertain that it meets the decent, safe, and sanitary standards established by the Federal Department of Transportation. It is recommended that this determination be made prior to a commitment to rent or buy. The decent, safe, and sanitary inspection of the replacement dwelling by agency personnel is for the sole purpose of determining a relocatee's eligibility for a relocation payment.



When improving highway facilities, the Department of Transportation has the task of acquiring right of way. It is the aim and desire of the Department to obtain right of way with fairness and equity.

The State is empowered to acquire private property for public use. With this power goes the obligation to protect the rights of the individual property owner. The Department thus has a dual responsibility. It is to recognize and protect the individuals who are affected by acquisition of land, as well as competent and efficient service to the public.

▪ Public Hearings

Public hearings, when required, are held during the location and design stages of a project. Such hearings provide opportunities for public participation to ensure that highway locations and designs are consistent with Federal, State and Local goals and objectives.

The corridor hearing is held after preliminary studies have been made on several possible routes. During the course of this hearing, testimony is recorded for study by Department personnel and the Transportation Commission.

Upon selection of a corridor, a detailed survey within that corridor is made and a preliminary design plan developed for presentation at a "Design Hearing".

The "Design Hearing" provides an opportunity to present testimony about the final highway design.

In an instance where a choice of corridors is not involved, such as the case of an improvement to an existing highway, a single "Combination Corridor-Design Hearing" may be held.

After all data and testimony has been studied, a final design is adopted by the Transportation Commission and the acquisition of rights of way is authorized.

▪ Just Compensation

Owners of property needed for a highway project will be offered Just Compensation for the required rights of way. Just Compensation includes the estimated value of all the land and improvements within the needed area. In addition, if only a part of a property is to be acquired, Just Compensation will also include any measurable loss in value to the remaining property due to the partial acquisition.

Just Compensation is based on the Department's valuation of the needed property and its estimation of any damages to the remaining property. Department procedures, guided by Federal Regulations, have been designed to protect both owners of properties needed for highway rights of way as well as other taxpayers. The valuation process will be conducted either by an experienced and qualified employee of the Department or by an independent fee appraiser under a contract with the Department. The value arrived at will be by comparison of similar properties in the market that have recently sold, by knowledge and consideration of costs and depreciation for any improvement(s) to be acquired, and when applicable, by the property's income potential. The final value determination will be based on this type of information from the local real estate market.

The property to be acquired is inspected by a qualified appraiser during the first part of the valuation process. With complex acquisitions involving large portions of the property, major buildings or improvements on the property, displacement of residents, and/or damages to the remaining part of the property not being acquired, property owners will be given 15 days to prepare the property, and will be given the opportunity to

accompany the appraiser during a detailed inspection of their property.

Any increase or decrease in the value of needed property brought about by public knowledge of the upcoming highway project, is disregarded in the valuation process.

The final value estimate is reviewed for completeness and accuracy, and Just Compensation is established by the Department's Review Appraiser. In addition to this estimate of Just Compensation, the Department will make an offer to purchase any remaining property determined to have no remaining economic value to the owner.

▪ Acquisition Procedure

The Right of Way Agent who calls on you has studied the Department's valuation of the needed property and can illustrate with maps and other data how the acquisition will affect your property. The Department's offer will be confirmed in writing, together with an acquisition summary statement, and an appraisal, or evaluation sheet, which provides the basis for that amount. The Agent is authorized to obtain a deed from you to purchase your property, subject to the approval of the Transportation Commission. The Agent is unable, under Department procedures governing acquisitions, to engage in "horse trading"; rather the Agent is confined to those monetary values indicated by the appraisal process.

However, the Department is ready and willing to reconsider its position in light of any new evidence of value presented by you including a documented professional appraisal.

The Department may not take any action which would coerce you into accepting its offer. Prohibited actions include advancing the time of condemnation, deferring negotiations or condemnation or

postponing the deposit of funds in court for your use.

You need not accept the State's offer or enter an agreement felt to be unfair. Owners have a minimum 40-day period to accept or reject the offer, unless an emergency has been declared. A refusal is simply a case of disagreement between the two parties on the value of the property.

In the event the parties are still unable to agree as to the compensation to be paid, or you cannot clear the title, mediation of differences between parties, conducted by an independent mediator, can be arranged by the Department in order to reach settlement prior to filing any condemnation action.

In the event parties are still unable to agree as to compensation to be paid, or if title cannot be cleared, a condemnation action will be filed. Once condemnation is filed, a trial date will be determined.

Discussions and mediation can, of course, continue even after a condemnation action is filed in an effort to resolve differences. The filing allows the State to proceed with the construction project.

▪ Improvements

When the Department acquires an interest in your land, it must acquire an equal interest in your house or any other improvements located on the land acquired. If buildings are required to be removed, the Department may allow the owner to retain the improvements. If you are interested, this can be discussed with the Right of Way Agent.

▪ Payment

If you sign a deed and any accompanying agreements, and the Transportation Commission approves it, then the transfer of title and payment may proceed. As in a private sale, you are responsible for clearing encumbrances to the title such as unpaid taxes, assessments, mortgages, outstanding leases and other liens against your property. The Right of Way Agent will assist you in clearing title. No payment can be made until a warranty deed conveying clear title to the Department has been recorded in the appropriate county records.

At the time the deed is available for recording, authorization is given to prepare a check for your property. Normally, when no cloud obscures the title, you will receive payment for your property about three weeks after you give the Department a deed to the property.

If the condemnation action has been filed, the amount established by the Department as Just Compensation will be deposited with the court for distribution in accordance with the order of the court.

You are entitled to be reimbursed for fair and reasonable costs you incur for expenses incidental to conveying your property to the Department. Such expenses could be, but are not necessarily limited to, penalty costs for prepayment of any pre-existing recorded mortgage encumbering your property, mortgage release fees, and the State's portion of real property taxes.

▪ Possession

You are not required to surrender possession of your property until you have been paid the agreed purchase price or an amount equal to the Department's established estimate of just compensation has been deposited with the court for your benefit.

When negotiations begin, you, as well as any tenants occupying your property, will be notified in writing that it is the Department's intent to acquire the property. You will not be required to move from your home, farm, or business location earlier than 90 days following that notice or within 30 days after payment, whichever is later. However, if the purchase does not require you to move, the agreement to purchase your property may require you to surrender possession of your property upon payment.

The Department is aware of the need for a reasonable time for relocation. If your property is not needed for several months, your continued occupancy may be permitted on a short-term basis. The amount of rent the Department may charge you, or another tenant, may not exceed the fair rental value of the property to a short-term occupant.

▪ Right of Way Offices

For your convenience the Department maintains Regional Right of Way Offices in the following locations:

Region 1 – Portland

123 NW Flanders
Portland, OR 97209
Voice: 503-731-8200
Fax: 503-731-8458
Toll Free: 888-769-7341

Region 2 – Salem

455 Airport Road SE Bldg. A
Salem, OR 97301-5397
Voice: 503-986-2601
Fax: 503-986-2622
Toll Free: 888-769-7342

Region 3 – Roseburg

3500 Stewart Parkway Suite 164
Roseburg, OR 97470
Voice: 541-957-3559
Fax: 541-957-3563
Toll Free: 888-769-7343

Region 4 – Bend

63055 N Highway 97 Bldg. M
Bend, OR 97701-9901
Voice: 541-388-6196
Fax: 541-388-6381
Toll Free: 888-769-7344

Region 5 – LaGrande

3012 Island Avenue
LaGrande, OR 97850
Voice: 541-963-7552
Fax: 541-962-9819
Toll Free: 877-851-9097



Oregon Department of Transportation

Acquiring Land for Highways & ⁷⁹ Public Projects

A description of the
Department of Transportation
Land Acquisition Program

1620 SE 190th Avenue, Portland Oregon 97233 • PH. (503) 988-5050 • Fax (503) 988-3321

Multnomah County School District No. 7 (Reynolds)
1204 NE 201st Ave
Fairview, OR 97024

June 24, 2024

SETTLEMENT AGREEMENT

RE: SW 257th Drive Corridor Improvements

Dear Multnomah County School District No. 7 (Reynolds),

Multnomah County appreciates your participation with the SW 257th Drive Corridor Improvement Project, which abuts your property. As final settlement for the temporary construction easement needed to perform those improvements, Multnomah County agrees to compensation in the amount of \$1,500.00 for a 130 square foot temporary construction easement, as described in the attached conveyance document.

By consenting to this Settlement Agreement, you are releasing Multnomah County from all and any liability or future claims of damages, and accept the material, installation and workmanship as performed.

Furthermore, your signature below signifies that this agreement is a full settlement and satisfaction of any damages, claims, costs, expenses, or causes of action that have or could have been raised respect with to the County's property acquisition, material, installation, workmanship or its construction of the SW 257th Drive Corridor Improvement Project as it relates to your property.

Sincerely,

Jon Henrichsen, P.E.
Transportation Director/County Engineer

Signatures of Acceptance:

Board Chair

Date

Witnessed by:

Name

Date



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 Evaluation

Type: Action Item Report / Presentation

Policy: CBG: Evaluation of the Superintendent

Date: July 22, 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 superintendent’s evaluation for the 2023-2024 school year will consist of five of the eight Superintendent Professional Standards and six goals based on the Board’s 5-year goals.

Previous Board Action:

The Board evaluations the Superintendent annually.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move to approve the superintendent’s 2023-2024 evaluation as reviewed in Executive Session.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

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: July 22, 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. Work Session: August 14, 2024
 - b. Business Meeting: August 28, 2024
- 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: July 22, 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.