



Agenda

Regular Board Meeting
Thursday, October 8, 2020 - 6:30 PM
Zoom/YouTube

**This Board meeting will be held electronically as allowed by House Bill 4212 (2020)
in response to COVID-19 public health concerns.**

Times listed on the agenda below are only estimates and may be adjusted.

Executive Session

6:00 Real Estate

Executive Session Convened under Oregon Laws ORS 192.660 (2)(e)

NOTICE TO MEDIA: In accordance with ORS 192.660(3) media representatives must be excluded when student matters are discussed and all other matters discussed in Executive Session must remain undisclosed.

This executive session will be held online.

Members of the media may contact Sandra Henderson hendersons@nclack.k12.or.us for login information to access this meeting in accordance with ORS 192.660(4) and ORS 332.061(2)

Open Session

6:30 Call to Order - Native Land Acknowledgement

Minutes - Regular Meeting, September 15, 2020

Minutes - Special Meeting, September 24, 2020

Consent Agenda

A. Employment Changes

B. Budget Committee Calendar

6:35 1. Community Requests

6:50 2. Filipino American History Month - Proclamation

Presenter: Libra Forde

6:55 3. School District Administrator Month - Proclamation

Presenter: Matt Utterback

7:00 4. Opening of School Superintendent's Report¹

Presenter: Matt Utterback

- 7:20 5. Board Reports**
- 7:30 6. North Clackamas Education Foundation Annual Report**
Presenter: Matt Utterback
- 7:50 7. Budget Committee Appointments - Discussion/Action**
Presenter: Gayellyn Jacobson
- 8:00 8. School Board Legal Counsel - Action**
Presenter: Libra Forde
- 8:15 9. Reactivate Superintendent Search**
Presenter: Libra Forde
A. Declare Superintendent Position Vacant & Revise Search Timeline - Action
B. Review Superintendent Hiring Criteria - Discussion
- 8:30 10. Student Investment Account Update - Action**
Presenter: Joel Stuart
- 8:35 Adjourn**



Native Land Acknowledgment

We acknowledge the land on which we sit and which we call the North Clackamas School District rests on the traditional and indigenous lands and village sites of the Native peoples of the Kalapuya, Chinook, Molalla, and the Clackamas. We take this opportunity to offer gratitude for the ability to learn, work, and be a community on this land, and we offer thanks to the original caretakers of this region. We recognize the historic policies of colonization, genocide, relocation, and assimilation that affected Indigenous and Native families both past and present and that will affect those in the future, and honor the resilience and revitalization of our Indigenous and Native communities. We pay our respects to the Elders, both past and present, who have been the stewards of this land throughout the generations.

**NORTH CLACKAMAS SCHOOL DISTRICT 12
CLACKAMAS COUNTY, OREGON
MINUTES — BOARD OF DIRECTORS REGULAR MEETING
September 15, 2020
Zoom Online**

Open Session

With due notice having been given and a quorum present, Chair Libra Forde convened open session at 6:16 p.m. with the following members present online in a virtual meeting:

Libra Forde	–	Chair
Mitzi Bauer	–	Vice Chair
Jena Benologa	–	Director
Kathy Wai	–	Director
Orlando Perez	–	Director
Steven Schroedl	–	Director
Tory McVay	–	Director
Matt Utterback	–	Superintendent
Sandra Henderson	–	Board Secretary

Also present were Cindy Detchon, Derrick Brown, Gayellyn Jacobson, Khaliyah Williams-Rodriguez, Libby Miller, Mark Moser, Maureen Callahan, Petra Callin, Shay James, Shelly Reggiani, Tiffany Shireman, Vivian Garrison, district employees and community members.

Vice Chair Mitzi Bauer read the Native Land Acknowledgement.

R20/21-17 **Minutes** – Steven Schroedl moved, Orlando Perez seconded the motion to approve the minutes of the regular Board meeting held August 27, 2020. Motion passed unanimously.

R20/21-18 **Consent Agenda** – Tory McVay moved, Mitzi Bauer seconded the motion to adopt the consent agenda as recommended:

Employment Changes - Approve employment changes as listed, with a copy of the list made as part of the official minutes, as recommended by the Executive Director of Human Resources:

Licensed – appointments, additional assignments

OSEA Memorandum of Understanding - Approve the Oregon School Employees Association (OSEA) Chapter 71 Memorandum of Understanding, which maintains pre-layoff health insurance through December 31, 2020 for those fully or partially laid off during the month of September 2020.

Rescind Declaration of Surplus Property and Authorization to Sell - Approve staff recommendation to rescind Resolution R14/15-75 declaring surplus and authorization to sell district land and property located at 4444 SE Lake Road, Milwaukie, OR.

Motion passed unanimously.

Community Requests – Milwaukie High School Teacher, Robin Troche, Portland, OR, spoke regarding needing supplies and additional technology to improve distance learning beyond what is being provided by the District.

R20/21-19 **Hispanic & Latino Heritage Month Proclamation** – Steven Schroedl moved, Orlando Perez seconded the motion to adopt the proclamation recognizing September 15 through October 15, 2020 as Hispanic and Latino Heritage Month in the North Clackamas School District. Motion passed unanimously.

2020/2021 School Year Re-entry Plans – Superintendent Matt Utterback, Chief of Staff Tiffany Shireman, Executive Director of Teaching & Learning Maureen Callahan, Executive Director of Equity & Instructional Services Shelly Reggiani, Assistant Superintendent of Education Shay James and Assistant Superintendent of Operations Cindy Detchon presented a report on the school reopening and the challenges the district is working to overcome. Questions and comments were addressed.

Student Investment Account Update – Student Success Act - Lead Administrator Joel Stuart provided a report regarding reductions to the 2020/2021 Student Investment Account and provided a revised budget proposal. Questions and comments were addressed.

2021-2022 Budget Calendar – Chief Financial Officer Gayellyn Jacobson presented the proposed 2021-2022 Budget Calendar and addressed questions. An error on one of the informational meeting dates was noted and will be corrected.

R20/21-20 **2020-2021 Revised School Calendars** – Chief of Staff Tiffany Shireman presented proposed changes to the 2020-2021 School Calendars. Tory McVay moved, Mitzi Bauer seconded the motion to approve the revised 2020-2021 calendars for elementary and middle/high school levels, including approval to use the following toward the annual instructional hours calculation: recess; parent/family training, communication, and support; parent/teacher conferences; and staff professional learning, as allowed by the Oregon Department of Education “Ready Schools, Safe Learners” Guidance and in Oregon Administrative Rule (OAR) 581-022-2320. Motion passed unanimously.

R20/21-21 **Complaint Appeal** – Mitzi Bauer moved, Steven Schroedl seconded the motion to deny the complaint appeal of the superintendent designee’s decision on August 25, 2020. Motion passed unanimously.

R20/21-22 **Oregon School Boards Association (OSBA) Board Nomination** – Kathy Wai moved, Orlando Perez seconded the motion to approve the resolution to support the nomination of Libra Forde as a candidate for the Clackamas Region Position 8 on the OSBA Board. Nomination was approved unanimously.

There being no further business to come before the Board, the meeting adjourned at 8:21 p.m.

Unapproved

**NORTH CLACKAMAS SCHOOL DISTRICT 12
CLACKAMAS COUNTY, OREGON
MINUTES — BOARD OF DIRECTORS SPECIAL MEETING
September 24, 2020
Zoom**

Open Session

With due notice having been given and a quorum present, Chair Libra Forde convened open session at 6:10 p.m. with the following members present:

Libra Forde	–	Chair
Mitzi Bauer	–	Vice Chair
Jena Benologa	–	Director
Kathy Wai	–	Director
Orlando Perez	–	Director
Steven Schroedl	–	Director
Tory McVay	–	Director (by phone 6:00 - 6:40 p.m., reentered 7:20 pm.)
Matt Utterback	–	Superintendent
Sandra Henderson	–	Board Secretary

Also present were Cindy Detchon, Shay James, and Tiffany Shireman.

Legal Representation Interviews

Garrett Hemann Robertson – General Counsel Attorney Paul Dakopolos presented information regarding the Garrett Hemann Robertson Legal Firm. Attorneys Rebekah Jacobson and Kelly Knoor assisted in addressing questions from the Board.

Chair Libra Forde declared a recess at 6:34 p.m. Garrett Hemann Robertson representatives left the meeting. Chair Libra Forde reconvened the open session at 6:41 p.m.

Miller Nash Graham & Dunn – Lead Attorney Jollee Patterson, Attorneys Jeffrey Condit, Taylor Richman, and Naomi Haslitt presented information regarding the Miller Nash Graham & Dunn Legal Firm and addressed questions from the Board.

Chair Libra Forde declared a recess at 7:03 p.m. Miller Nash Graham & Dunn representatives left the meeting. Chair Libra Forde reconvened the open session at 7:08 p.m.

Discussion – The Board held a discussion of the presentations prior to selecting a firm at the October 8, 2020 meeting.

There being no further business to come before the Board, the meeting adjourned at 7:36 p.m.

Unapproved

NORTH CLACKAMAS SCHOOL DISTRICT 2021-2022
BUDGET CALENDAR

CONSENT B
October 8, 2020

SUPERINTENDENT'S RECOMMENDATION:

Staff recommends approval of the attached 2021-2022 Budget Calendar.

ORIGINATED BY:

As provided by law, the Board will annually adopt a budget calendar, which will identify dates and deadlines required for the legal presentation and adoption of the budget.

BACKGROUND:

The proposed calendar includes informational meetings scheduled in March and April 2021. The first Budget Committee Meeting will begin on May 11, 2021, followed by an additional meeting scheduled (if needed) for May 25, 2021. Adoption of the budget is scheduled for June 10, 2021 at the regular monthly meeting of the Board.

This calendar was reviewed at the September 15, 2020 Board Meeting where it was noted that March 20 was a Saturday. The date of March 20 has been corrected to read March 30 on the attached draft.

ATTACHMENTS:

Revised Budget Calendar 2021-2022 Budget

PRESENTER / STAFF CONTACT:

Gayellyn Jacobson, Chief Financial Officer



**NORTH CLACKAMAS SCHOOL DISTRICT
2021-2022 BUDGET CALENDAR**

<u>Date</u>	<u>Activity</u>
September 15, 2020 (Tuesday)	Proposed Budget Calendar Presented to Board
October 8, 2020 (Thursday)	REGULAR BOARD MEETING Approval of budget calendar and announce budget committee vacancies and/or reappoint previous members
November 19, 2020 (Thursday)	REGULAR BOARD MEETING Appoint budget committee members, if necessary
March 16, 2021 (Tuesday)	BUDGET COMMITTEE INFORMATIONAL MEETING
March 30, 2021 (Tuesday)	BUDGET COMMITTEE INFORMATIONAL MEETING
April 13, 2021 (Tuesday)	BUDGET COMMITTEE INFORMATIONAL MEETING
April 28, 2021	Publish first notice of May 11, 2021 Budget Committee Meeting
May 3, 2021	Publish second notice of May 11, 2021 Budget Committee Meeting on District website
May 11, 2021 (Tuesday)	<u>1st OFFICIAL BUDGET COMMITTEE MEETING</u> Budget message presented, public testimony
May 14, 2021	Publish notice of May 25, 2021 Budget Committee Meeting on District website
May 25, 2021 (Tuesday)	<u>2nd BUDGET COMMITTEE MEETING (if needed)</u> District presents information in response to questions, public testimony, approval of budget and tax levies
June 2, 2021	Publish notice of June 10, 2021 Budget Hearing (ORS 294.438)
June 10, 2021 (Thursday)	REGULAR BOARD MEETING Public meeting (Budget Hearing) on 2021-2022 Budget (ORS 294.456) Enact resolutions adopting 2021-2022 budget, make appropriations, declare the permanent tax rate to be imposed and categorize taxes
July 15, 2021	Provide notice of property tax and intent to impose a tax to County Assessor for Fiscal Year 2021-2022
August 13, 2021	Submission of electronic budget to the Oregon Department of Education

Meetings will be held virtually until social distancing restrictions are lifted by the governor. All meetings begin at 6:30 pm.
(Please Note: Additional meetings may be scheduled, as needed.)

PROCLAMATION:
FILIPINO AMERICAN HISTORY MONTH

ACTION
Agenda Item #2
October 8, 2020

SUPERINTENDENT'S RECOMMENDATION:

That the Board adopt the proclamation recognizing October 2020 as Filipino American History Month in North Clackamas School District.

ORIGINATED BY:

Board Chairs request.

BACKGROUND:

Filipino Americans are the second largest Asian American group in the nation. The celebration of Filipino American History Month in October commemorates the first recorded presence of Filipinos in the continental United States, which occurred on October 18, 1587, when "Luzones Indios" came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California.

The late Dr. Fred Cordova, along with his wife, Filipino American National Historical Society (FANHS) Founder Dr. Dorothy Laigo Cordova, first introduced October as Filipino American History Month in 1992.

In 2009, U.S. Congress recognized October as Filipino American History Month in the United States. Various states, counties and cities in the U.S. have established proclamations and resolutions declaring observance of Filipino American History Month.

Across the nation, FANHS Chapters, colleges and universities, museums and community groups, will be commemorating Filipino American History Month with various activities and events to bring awareness of the significant role Filipinos have played in American history.

ATTACHMENTS:

Proclamation

PRESENTER:

Libra Forde, Board Chair

Filipino American History Month

in

North Clackamas School District

WHEREAS, the Filipino American National Historical Society had declared the Year 1988 to be the 225th Anniversary of the Permanent Settlement of Filipinos in the Continental United States and had set into motion its year-long, national observance in order to focus on the story of our nation's past from a new perspective by concentrating on the economic, cultural, social and other notable contributions Filipino Americans had made in countless ways toward the development of United States History; and

WHEREAS, in 2009, U.S. Congress recognized October as Filipino American History Month in the United States.

WHEREAS, efforts must continue to promote the study of Filipino American history and culture, so mandated in the mission statement of the Filipino American National Historical Society, because the role of Filipino Americans and those of other People of Color have been overlooked in the writings, teachings and learnings of United States History; and

WHEREAS, it is imperative for Filipino American youths to have positive role models and to instill in them the importance of education, complemented with the richness of their ethnicity and the values of their legacy; and

NOW, THEREFORE, BE IT RESOLVED that the North Clackamas School District hereby proclaims the Month of October, 2020 as Filipino American History Month and encourage all residents to honor Filipino American history and culture.

Adopted this 8th day of October, 2020.

Signed:

Chair, Libra Forde, School District Board of Directors

SCHOOL DISTRICT ADMINISTRATOR MONTH

ACTION
Agenda Item #3
October 8, 2020

SUPERINTENDENT’S RECOMMENDATION:

That the Board adopt the attached resolution expressing support for School District Administrators by designating the month of October in the year 2020 as “School District Administrator Month” in the North Clackamas School District.

ORIGINATED BY:

The month of October 2020 has been declared as “National Principals Month” in coordination with the efforts of the National Association of Elementary School Principals (NAESP) and the National Association of Secondary School Principals (NASSP).

BACKGROUND:

National Principals Month recognizes the essential role that administrators play in making a school great. Each October NASSP and NAESP seek to honor these unsung heroes for their tireless efforts in pursuit of excellence in education.

ATTACHMENTS:

Resolution

PRESENTER:

Matt Utterback, Superintendent



School District Administrator Month

North Clackamas School District

Whereas – the vision, dedication, and determination of district administrators provide the mobilizing effort behind school district improvement efforts;

Whereas – administrators, in their various roles, are expected to be educational visionaries, instructional leaders, assessment experts, disciplinarians, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people, the most valuable resource;

Whereas – administrators help establish a positive district climate and work collaboratively with staff to develop and maintain high standards, and set performance goals and objectives for the District to achieve excellence;

Whereas – the North Clackamas School District recognizes outstanding leaders who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

Whereas – to honor and recognize the contribution of all district administrators to the success of students in North Clackamas elementary and secondary schools; and to encourage residents of North Clackamas to observe “School District Administrator Month” with appropriate ceremonies and activities that promote awareness of school leadership’s role in ensuring that every child has access to a high-quality education.

Be it resolved – in honor of the service of administrators, and to recognize the importance of their leadership so that every child has access to a high-quality education, and to celebrate school district leader accomplishments, the month of October 2020 is hereby designated in the North Clackamas School District to be “School District Administrator Month.”

This the 8th day of October 2020

Libra Forde, Board Chair

SUPERINTENDENT’S OPENING SCHOOLS REPORT

REPORT
Agenda Item #4
October 8, 2020

SUPERINTENDENT’S RECOMMENDATION:

Time is set aside on the agenda for the Superintendent to update the School Board on the opening of the school year.

BACKGROUND:

Superintendent Utterback will update the School Board on the following topics:

- District and school enrollment
- Class sizes
- Financial Impacts of COVID-19 and Comprehensive Distance Learning
- 2019-2020 Division 22 Report

ATTACHMENTS:

Opening of Schools Presentation

PRESENTER:

Matt Utterback, Superintendent

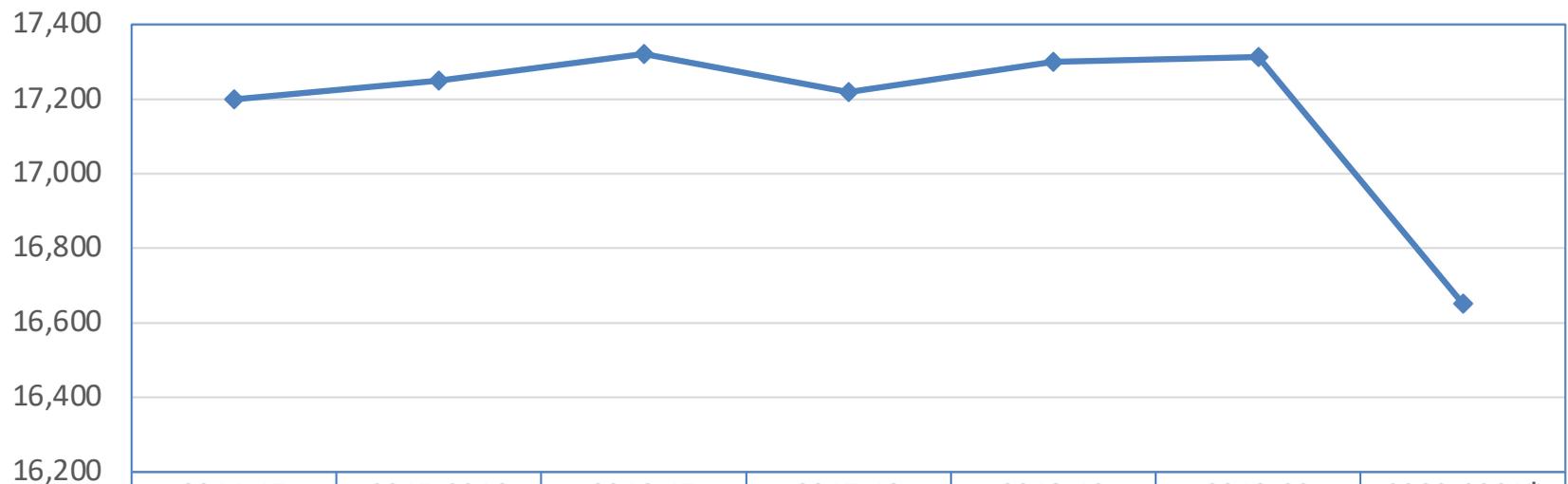
Opening School Report

2020-2021



Enrollment Trends

7-Year Enrollment Trend



	2014-15	2015-2016	2016-17	2017-18	2018-19	2019-20	2020-2021*
Oct. 1 Enrollment	17,199	17,249	17,321	17,219	17,300	17,313	16,651

* As of September 20, 2020

Enrollment Trends

Elementary:

- Down 910 students from projection (includes VOP students)
- Kindergarten saw the biggest drop from projection (255 students – 21 percent)
- Potential for a large kindergarten cohort next year

Middle School:

- Down 231 students from projection (includes VOP students)

High School:

- Down 239 students from projection (includes VOP students)
- Milwaukie High up 39 students from projection

Virtual Online Program:

- Current enrollment of 525 students

Charter Schools:

- Up 73 students from projection

Largest and Smallest Schools

Elementary School	
Largest	Smallest
Sunnyside – 462	Linwood – 251

Middle School	
Largest	Smallest
Happy Valley – 1,066	Rowe – 794

High School	
Largest	Smallest
Clackamas High School – 2,405	New Urban High School – 101

Staffing and Class Size

+1.5 FTE of general funded teachers compared to 2019-2020

+3.6 FTE of general funded classified staff compared to 2019-2020

+5.0 FTE from SIA (+2.0 special education, +1.0 counselor, +2.0 community outreach coordinator) compared to 2019-2020

Class sizes lowered at all levels compared to 2019-2020 budgeted staffing levels:

- ✓ Kindergarten 19 students (22 last year)
- ✓ 1-5: 24 students (26 last year)
- ✓ 6-8: 29 students (30 last year)
- ✓ 9-12: 29 students (30 last year)



Financial Impacts of COVID-19 and CDL

Estimated General Fund Expenses Related to CDL

PPE and Additional Safety Barriers	\$150,000
CDL Planning	\$50,000
Unemployment	\$600,000 (through December)
Lost Technology (20 percent)	\$830,000
Estimated Total:	\$1,630,000

*Insurance Expenditures for laid-off workers (health insurance fund)

Financial Impacts of COVID-19 and CDL

Estimated Savings Related to CDL	
Substitutes	\$1,000,000
Utilities (water, electricity, fuel)	\$500,000
Extended Responsibilities Salaries/Temporary Salaries	\$750,000
Supplies/Materials	\$500,000
Travel	\$150,000
Unfilled Positions	\$300,000
Professional Development	\$100,000
Estimated Total:	\$3,200,000

*30 percent of transportation costs

Division 22 2019-2020 Report

- ✓ Division 22 are the OAR's that govern standard practices in public schools
- ✓ School Districts are required to publicly report their compliance with the standards each year
- ✓ Due to COVID-19, the number of standards requiring reporting was reduced
- ✓ District staff have reviewed the requirements for compliance for 2019-2020
- ✓ North Clackamas is in compliance with the required standards for 2019-2020
- ✓ North Clackamas will communicate our compliance with ODE and post a statement on the district website

Questions and Comments



NORTH CLACKAMAS EDUCATION FOUNDATION
ANNUAL REPORT

REPORT
Agenda Item #6
October 8, 2020

SUPERINTENDENT’S RECOMMENDATION:

This time is provided on the agenda for the North Clackamas Education Foundation’s (NCEF) Annual Report for the 2019-20 school year.

ORIGINATED BY:

Per contract between NCEF and the District.

BUDGET IMPACT/SOURCE OF FUNDS:

The District provides \$110,000 annually, paid from the General Fund. The district also provides office space, furnishings, utilities and internet access for NCEF staff.

BACKGROUND:

The North Clackamas Education Foundation, a tax-exempt 501(c)(3) organization, was founded in 1992 to provide educational opportunities to students in the North Clackamas School District. The Foundation grew out of the belief that equity and fairness have a great impact on the education of our students.

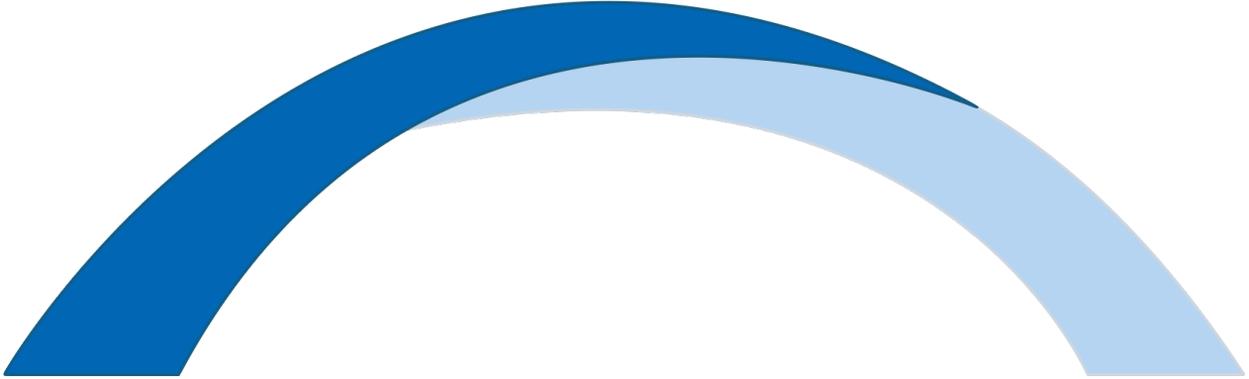
On July 1, 2017, the District and NCEF renewed a five-year agreement. In exchange for the \$110,000 in yearly compensation and in-kind support to the foundation, NCEF will provide a yearly minimum of \$125,000 in cash disbursements and value-added services to the school district with a minimum of \$1,000,000 over the lifetime of the contract. Cash disbursements will be for targeted projects, and scholarships/grant disbursements collaboratively agreed to by both parties prior to the following school year.

ATTACHMENTS:

North Clackamas Education Foundation 2019-2020 Annual Report
Impact Report Presentation

PRESENTERS:

Matt Utterback, Superintendent
Rory Dunnaback, NCEF Board Chair
Stephanie Rose, NCEF Executive Director



NORTH CLACKAMAS EDUCATION FOUNDATION



Bridging the Gap to Ensure Students are Engaged and Ready to Learn

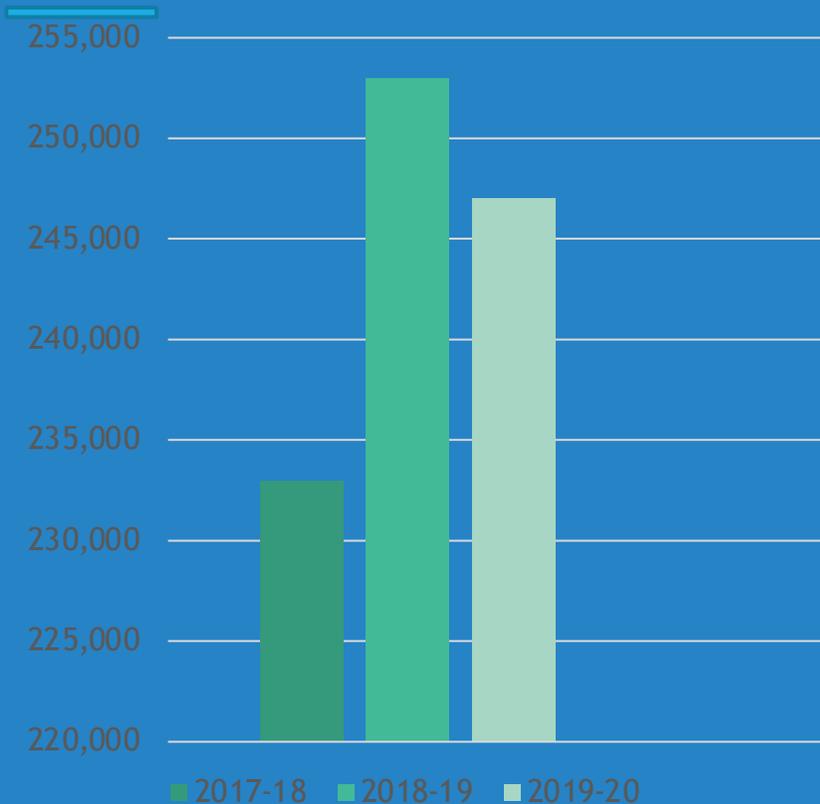
2019-20 Impact Report

OUR 1 MILLION DOLLAR PLEDGE

\$733,000 Awarded to NCSD Over the Last Three School Years

\$146,000 to Family Support, Backpack Buddies, Lunch Buddies

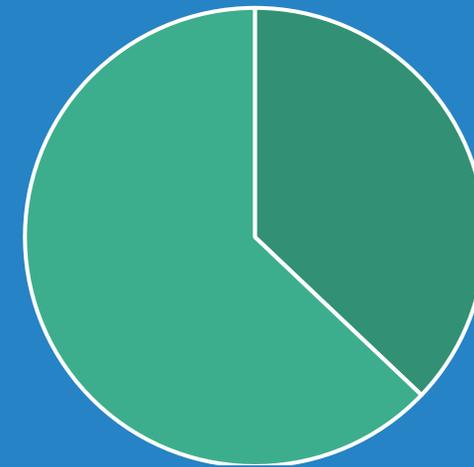
3 Year Check In



In 2017 we pledged to award \$1,000,000,000 in funding to North Clackamas Schools within the next five school years. As we wrap up year three we are in a position to exceed that goal. We've gotten here by building stronger community relationships, improved outreach to donors, and by building partnerships within the school district.

59%

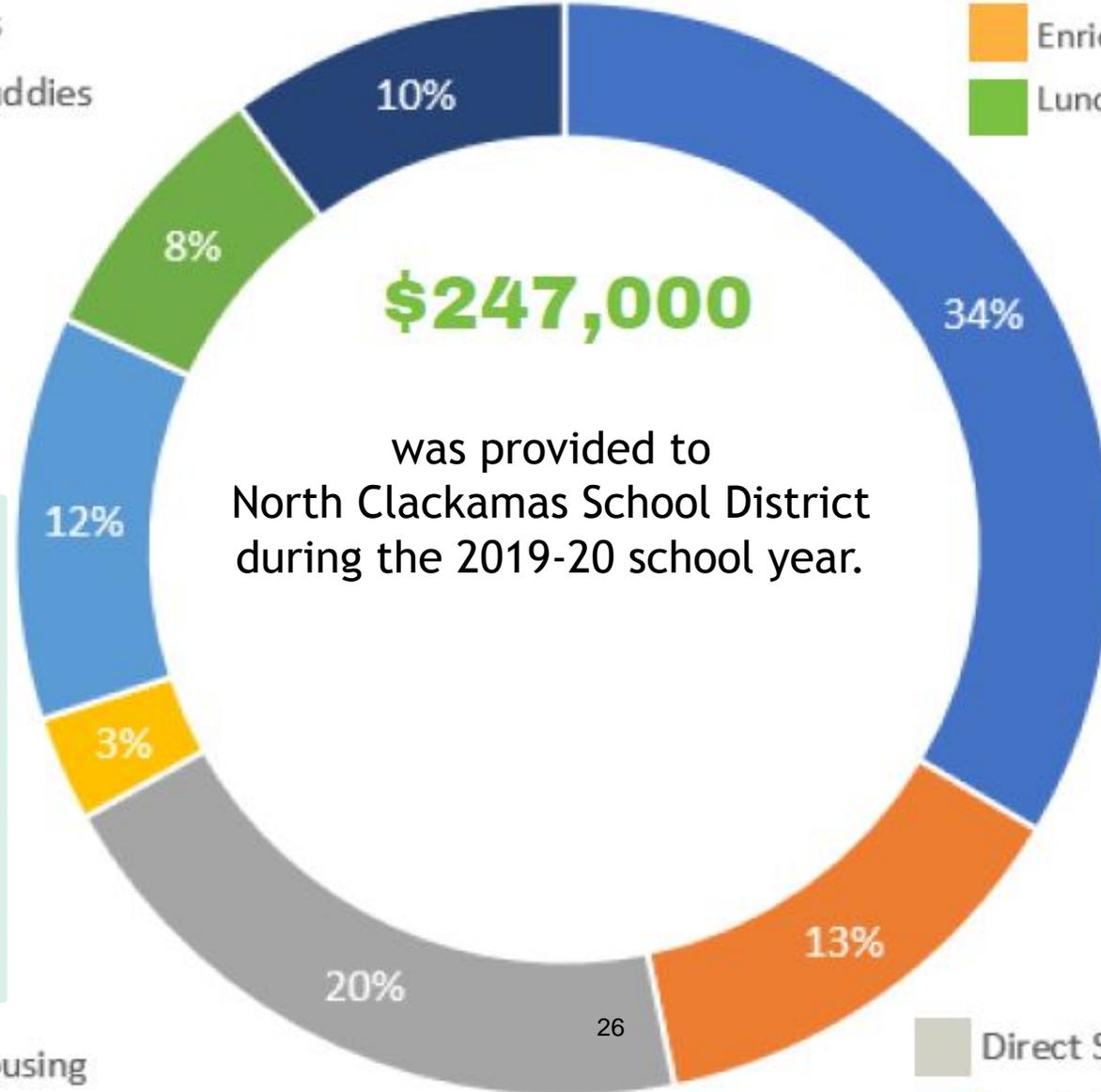
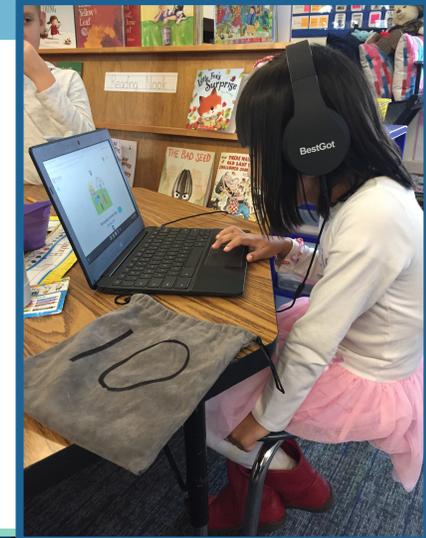
of Contract Met



Providing District Wide Support

- Scholarships
- Backpack Buddies

- Enrichment Grants
- Lunch Buddies



- Emergency Housing

- Direct Support to Schools
- Ready Set Go

Scholarships

- ▶ \$82,500 awarded
- ▶ 27 scholarships
- ▶ 26 students

- Leo Browne Music
- Judith Hill STEM
- Krumm Memorial
- Patel Krumm Broadcasting
- Bridges to Success
- Chartwell's
- Josh Critchett Memorial
- Sandi DePaepe Memorial

New in 2019-20

Harold Taylor Scholarship
Oaknell Scholarship

Facilitating

Owen & Edna Sabin Scholarship



\$45,000 in Grants Awarded

\$26,000 in Classroom Enrichment Grants

\$19,000 in Discretionary Grants and Miscellaneous Disbursements

- ▶ 14 schools directly benefited from NCEF Grants
 - ▶ 18 grants awarded
 - ▶ 3,600 students directly benefited from NCEF grant funds
 - ▶ Wide range of projects were funded including music, career technical programs, senior graduation needs, science projects, emotional support programs, classroom technology and needs, and more.

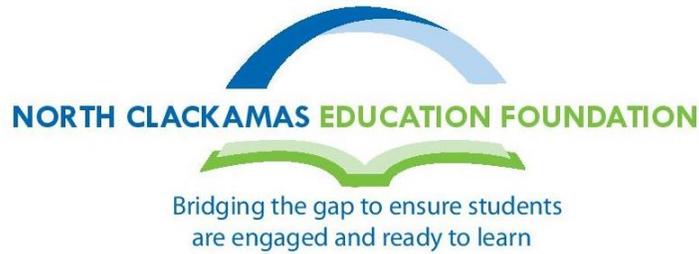


Looking Into the 2020-21 School Year

- ▶ **Classroom Enrichment Grants**
 - ▶ \$5,000+ Already awarded this year
 - ▶ Changing our model to accept applications year-round
- ▶ **District wide funding**
 - ▶ \$25,000 for Ready, Set, Go! already awarded
 - ▶ Taking direction from NCSD on funding priorities
 - ▶ Shifting our strategic plan to address the challenges posed by this school year's distance learning focus.
- ▶ **And more to come!**
 - ▶ Building strong relationships with the Family Support Center - we will be running at minimum quarterly fundraisers for them.
 - ▶ Secured \$10,000 donation from Chartwells for the Emergency Housing Fund
 - ▶ Applied for \$5,000 grant from Finance of America for Emergency Housing Fund
 - ▶ Recruiting board members with a focus on diversity, equity, and inclusion
- ▶ **Total Projected Funding for 2020-21**
 - ▶ Minimum \$215,000 in support



**Gala October
29th, 2020 -
ONLINE!!**



Awards and Services Provided to the North Clackamas School District in 2019-20

Awards Provided in Fulfillment of Contract Obligations:

School Athletics, Activity, and Supply Support (distributed on NCSD formula determining financial need)	Total	\$50,000
High School Activity Fee Support	\$10,000	
<ul style="list-style-type: none"> • Clackamas High School, \$2,000 • Milwaukie High School/Academy of the Arts, \$4,000 • New Urban High School, \$2,000 • Rex Putnam High School, \$2,000 		
Middle School Activity Support	\$10,000	
<ul style="list-style-type: none"> • Alder Creek, \$3,043.16 • Rock Creek, \$2,084.86 • Happy Valley, \$1,485.00 • Rowe, \$3,386.98 		
Middle School After School Program Support (Funds off-set 21 st Century Grant at Rowe and Alder Creek Middle Schools)	\$20,000	
<ul style="list-style-type: none"> • Happy Valley, \$10,000 • Rock Creek, \$10,000 		
Elementary School Support	\$10,000	
Ardenwald, \$800		Oregon Trail, \$200
Beatrice Morrow Cannady, \$400		Riverside, \$900
Bilquist, \$600		Scouters Mountain, \$100
El Puente, \$450		Sojourner, \$100
Happy Valley, \$100		Spring Mountain, \$100
Lewelling, \$900		Sunnyside, \$500
Linwood, \$1,000		Verne Duncan, \$500
Milwaukie, \$450		View Acres, \$500
Mt. Scott, \$400		Whitcomb, \$1,000
Oak Grove, \$1,000		

Teacher and Classroom Enhancement Grants **Total** **\$26,147**

16 enrichment awards, to 14 schools and impacting 3,600 students, were given for innovative projects that align to NCSD and NCEF missions and/or address a NCSD Key Performance Indicator. These grants helped fund social & emotional support programs like Sources of Strength, music programs like the Kingsmen Thunder Drumline, science projects, classroom technology, and two great cameras to help the Sabin Schellenberg Career Technical Center Law Enforcement Class learn about crime scene investigation.

Scholarships **Total** **\$82,500**

27 scholarships were awarded to 26 graduating North Clackamas Seniors. This is a historic moment for NCEF as this amount of funding significantly surpasses the past highest award year. Along with our lengthy list of scholarships we have offered in the past, NCEF also took over the Harold Taylor Scholarship and Oaknell Scholarship from the School District, and is handling the facilitation of the Owen & Edna Sabin Scholarship through the Oregon Community Foundation.

Discretionary Grants and other Service Awards **Total** **\$44,411**

- Discretionary Grants, \$6,800
 - Gala Service Award Sabin Culinary, \$3,000
 - Gala Service Award Kingsmen Thunder Drumline, \$250
 - Discretionary Enrichment Grant Kingsmen Thunder Drumline, \$1,500
 - Discretionary Enrichment MHS Grant Sources of Strength, \$1,250
 - Discretionary Enrichment Grant Melissa Wilcken HVE, \$800
- Ready, Set, Go!, \$25,000
- RPHS Senior Class Committee, \$1,400
- Grant to Family Support Center Emergency Housing secured by NCEF through OnPoint, \$5,000
- Sojourner Elementary Donations, \$5,426
- Josten’s Senior Graduate Support, \$785

Total Awards Provided in Fulfillment of Contract Obligation:	\$203,058
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Other Awards Distributions and Services **Total** **\$44,930**

- Family Support Center Emergency Housing Fund, \$7,749
- Backpack Buddies, \$17,181
- Lunch Buddies, \$20,000

Total All Awards, Distributions and Services Provided to NCSD:	\$247,988
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<p>Contract Fulfillment Funds Total: \$587,418</p> <ul style="list-style-type: none"> • 2017-18, \$203,694 • 2018-19, \$180,666 • 2019-20, \$203,058 	<p>Fiscal Agency Funds: \$146,420</p> <ul style="list-style-type: none"> • 2017-18, \$28,973 • 2018-19, \$72,517 • 2019-20, \$44,930
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Total Funds Provided: \$733,838

BUDGET COMMITTEE APPOINTMENTS

DISCUSSION/ACTION

Agenda Item #7

October 8, 2020

SUPERINTENDENT’S RECOMMENDATION:

The Board does not declare Budget Committee positions vacant and reappoints Monica DiPietrantonio to Position 10 and Angel Landrón-González to Position 11.

ORIGINATED BY:

Expiration of Budget Committee positions 10 and 11.

BACKGROUND:

Board Policy DBEA outlines the eligibility for appointed Budget Committee members. The policy states, “At a regular meeting, the Board will review the names of persons filing applications, as well as name of those persons who have served previously and are still willing to be appointed...” For the budget year 2021-2022 preparations, there are two potential vacancies for Budget Committee positions:

<u>Position</u>	<u>Member</u>	<u>Reason for Vacancy</u>
10	Monica DiPietrantonio	Completed term June 30, 2020
11	Angel Landrón-González	First Term expired June 30, 2020

According to policy, no person may serve more than two consecutive terms as a Budget Committee member. Monica DiPietrantonio completed the last year of Bimpe Onafuwa’s three-year term and is eligible for reappointment. Angel Landrón-González completed one three-year term and is also eligible for reappointment for a second term.

Monica DePietrantonio and Angel Landrón-González have indicated they are interested in reappointment to the Budget Committee for another term.

Historically, the district has announced openings to the public through The Community Link, local newspapers, Facebook, cable TV, and posting on the district website, setting a deadline for applications, and requesting that applicants complete an application form. The Board then interviews applicants and makes the appointment.

The Board has the option of approving reappointment or declaring the positions vacant and following the above procedure for receiving applications for each position.

ATTACHMENTS:

[Policy DBEA](#)

PRESENTER / STAFF CONTACT:

Gayellyn Jacobson, Chief Financial Officer

SCHOOL BOARD LEGAL COUNSEL

ACTION
Agenda Item #8
October 8, 2020

SUPERINTENDENT'S RECOMMENDATION:

Time is set aside on the agenda for the School Board to select their legal counsel representative.

BACKGROUND:

In July of 2020, the District solicited Requests for Information from legal firms with experience representing public school districts. On August 24, 2020, a committee of District staff and School Board members reviewed the Requests for Information. School Board members on the Requests for Information Review Committee determined to have the entire school board interview the firms of Garrett Hemann Robertson and Miller Nash Graham & Dunn.

On September 24, 2020, the School Board interviewed representatives from Garrett Hemann Robertson and Miller Nash Graham & Dunn.

PRESENTER:

Libra Forde, Board Chair

REACTIVATE SUPERINTENDENT SEARCH

DISCUSSION/ACTION

Agenda Item #9A

October 8, 2020

RECOMMENDATION:

Approve reactivation the Superintendent search by declaring the Superintendent position vacant as of July 1, 2021 and approve the revised search timeline.

BACKGROUND:

November 21, 2019, the Board declared the Superintendent position vacant due to the retirement of the current Superintendent and discussed the hiring process.

December 12, 2019, the Board approved the search process and timeline with the following caveat, "All dates and processes are subject to change based upon unforeseen circumstances and scheduling issues." A revised timeline is attached showing the changes in dates for reactivating the search.

January 3, 2020, in a special meeting the Board interviewed search consultants.

January 9, 2020, Ray and Associates, Inc. was selected to conduct a search for a new superintendent.

Prior to hiring a consultant, the Community Relations department initiated a ThoughtExchange Survey that was open January 2-14. There were 690 people who participated with 939 individual thoughts shared which received 28,878 ratings. Culturally specific parent groups; Spanish, Russian, Vietnamese speakers were contacted by liaisons to encourage their participation in the ThoughtExchange.

On January 13 and 14, Dr. Jim Hager from Ray and Associates, Inc. surveyed and received input from constituents, stakeholders and Board members. During these two days, each Board member and various staff members were interviewed individually by Dr. Hager. A community stakeholder meeting was held with community members, government officials, school administrators, along with one high school student. A meeting with Executive Team members was also held.

January 21, in a special Board meeting, the Board reviewed results of the ThoughtExchange, stakeholder meetings, and Board members survey information. The Board reviewed the draft brochure and application.

January 23, the board adopted the search hiring criteria.

March 23, the Board received a report regarding Covid-19 and the current Superintendent was asked to rescind his retirement for one year.

April 9, the Board approved suspending the Superintendent search and rescinding the current Superintendent's retirement.

BUDGET IMPACT/SOURCE OF FUNDS:

Cost associated with the proposed hiring process include services conducted by the executive search firm, advertising, interviewing expenses and possible site visits. A portion, (75%) of the contract with Ray and Associates has already been paid. The remainder along with other expenses will be due once the search resumes and has been completed with no additional charges due to the postponement. The school Board budget includes funds to cover these potential expenses.

ATTACHMENTS:

Revised Process and Timeline

[Board Policy CBB - Recruitment and Appointment of the Superintendent](#)

PRESENTER:

Libra Forde, Board Chair

DRAFT
NORTH CLACKAMAS SCHOOL DISTRICT
SUPERINTENDENT SEARCH PROCESS AND TIMELINE
2019-2020 2021

DATE:

- 11/01/19** Publicized Request for Information for executive leadership search firms.
- 11/04/19** Community Relations Department begins developing promotional materials.
- 11/21/19** BOARD MEETING: Declare superintendent position vacant effective July 1, 2020 (action item). Discuss Board Chair recommendation for search process and timeline.
- 12/12/19** BOARD MEETING: Public comment on proposed hiring process. Finalize hiring process and timeline (action item). Discuss which executive leadership search firms to interview.
- 12/16/19 - 01/08/20** Board interviews executive leadership search firms (public meeting).
- 12/16/20** District staff begins contacting constituents and stakeholders for input meetings the week of January 13. District staff initiates community Thought Exchange survey regarding superintendent hiring criteria.
- 01/09/20** BOARD MEETING: Award contract to executive leadership search firm (action item).
- 01/13/20-01/14/20** Executive leadership search firm meetings with individual Board members regarding superintendent hiring criteria. Executive leadership search firm facilitates meetings with constituents and stakeholders regarding superintendent hiring criteria.
- 01/21/20** SPECIAL BOARD MEETING: Executive leadership search firm lead Board discussion on superintendent hiring criteria.
- 01/23/20** BOARD MEETING: Public comment on proposed hiring criteria. Adopt hiring criteria (action item). Review promotional flyer and application form.
- 3/23/20** SPECIAL MEETING: Discussed suspension of search process due to COVID-19.
- 4/9/20** REGULAR MEETING: Board voted to suspend search and rescind the Superintendent's retirement for the 2020-2021 school year.
- 10/8/20** BOARD MEETING: Declare superintendent position vacant effective July 1, 2021 and approve revised search timeline (2 action items). Review previous hiring criteria (discussion item).

10/22/20 BOARD MEETING: Public comment on proposed hiring criteria. Adopt hiring criteria (action item).

01/24/20

11/19/20 Promotional flyer and application form released and available to candidates.

03/06/20

01/03/21 Deadline for all application materials.

~~Wk. 03/16/20~~

01/19/21 SPECIAL BOARD MEETING in EXECUTIVE SESSION: Consultant presents the most qualified potential candidates that more closely match the hiring criteria to the Board and assists the Board in selecting candidates for interviews. Develop and finalize interview questions and procedures with the Board. Background checks completed on candidates to be interviewed.

~~Wk. 03/30/20~~

Wk. 01/25/21 SPECIAL BOARD MEETING in EXECUTIVE SESSION: Board interviews candidates and narrows candidates to finalists. Finalists publicly announced.

~~Wk. 04/06/20~~

Wk. 02/01/21 Constituents, community members, and staff interview finalists. Optional Board interview of finalists in executive session following public interviews.

04/08/20

02/04/21 BOARD MEETING in EXECUTIVE SESSION: Board reviews feedback from community and staff interviews and decides on preferred candidate, including first and second choice candidates.

~~Wk. 04/13/20-
04/20/20~~

Wk. 02/08/21 District Legal Counsel enters into contract negotiations with first choice candidate.

04/09/20

02/11/21 BOARD MEETING: Public comment on proposed superintendent. Board takes formal action to hire new superintendent and approve contract (action item).

04/10/20

02/12/21 Press release announcing the new superintendent.

All dates and processes are subject to change based upon unforeseen circumstances and scheduling issues.

Approved 12/12/2019, Revised 10/8/2020

SUPERINTENDENT SEARCH HIRING CRITERIA

DISCUSSION
Agenda Item #9B
October 8, 2020

RECOMMENDATION:

This time is provided for the Board to review the previous Superintendent Hiring Criteria.

BACKGROUND:

November 21, 2019, the Board declared the Superintendent position vacant due to the retirement of the current Superintendent and discussed the hiring process.

December 12, 2019, the Board approved the search process and timeline with the following caveat, "All dates and processes are subject to change based upon unforeseen circumstances and scheduling issues." A revised timeline is attached showing the changes in dates for reactivating the search.

January 3, 2020, in a special meeting the Board interviewed search consultants.

January 9, 2020, Ray and Associates, Inc. was selected to conduct a search for a new superintendent.

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On January 13 and 14, Dr. Jim Hager from Ray and Associates, Inc. surveyed and received input from constituents, stakeholders and Board members. During these two days, each Board member and various staff members were interviewed individually by Dr. Hager. A community stakeholder meeting was held with community members, government officials, school administrators, along with one high school student. A meeting with Executive Team members was also held.

January 21, in a special Board meeting, the Board reviewed results of the ThoughtExchange, stakeholder meetings, and Board members survey information. The Board reviewed the draft brochure and application.

January 23, the board adopted the search hiring criteria.

March 23, the Board received a report regarding Covid-19 and the current Superintendent was asked to rescind his retirement for one year.

April 9, the Board approved suspending the Superintendent search and rescinding the current Superintendent's retirement.

ATTACHMENTS:

Superintendent Search Brochure (with revised application deadline date)
[Board Policy CBB - Recruitment and Appointment of the Superintendent](#)
[ThoughtExchange Survey Report Link](#)

PRESENTER:

Libra Forde, Board Chair

Equity • Engagement • Care • Integrity • Excellence



Vision

For each student, a joy of learning is fostered, a positive vision for their future is nurtured. Each student's cultural heritage is valued, and their physical, emotional, and social needs are supported. Each student is actively engaged every day for success in life, college, and career.

Our Mission

Preparing graduates who are inspired and empowered to strengthen the quality of life in our local and global communities.



Our District

Featuring approximately 17,000 students and over 2,000 employees, North Clackamas is the seventh largest school district in Oregon. The graduation rate in North Clackamas has risen 24.2 points since 2011, reaching 87.2 percent in 2018-19. NCS D attributes the graduation rate gains to focusing on the whole child, fostering culturally-competent classroom environments, authentically affirming the identity of each child and family, creating strong partnerships in the community, and providing a wide variety of challenging academic options.

Firmly committed to equity for both students and staff, NCS D strives to foster an inclusive and barrier-free environment in which everyone will fully benefit. The district features vibrant, new, and remodeled school facilities, sits upon a stable financial foundation, and enjoys exceptional support from the community, which passed a \$433 million capital construction bond in 2016, and a 5-year, \$97 million (total) local option levy in 2018.



Our Community

Just 8 miles from downtown Portland, North Clackamas School District encompasses over 40 square miles, including the cities of Milwaukie and Happy Valley, and portions of unincorporated Clackamas County.

The community enjoys easy access to all of the amenities that make Portland one of the country's most sought-after and livable metropolitan regions. The area is renowned for its beautiful natural surroundings; Mt. Hood, the Columbia River Gorge and the Oregon Coast are all within a two-hour radius.

Application Deadline: January 3, 2021



North Clackamas Seeks a Superintendent Who:

- Possesses a strong equity lens and the leadership skills to successfully lead and respond to a student body and community that is ethnically, culturally, economically and linguistically diverse.
- Promotes a positive and professional environment that includes mutual trust, open communication and respect among faculty, staff, administrators, students, community, and school board.
- Possesses excellent people skills, builds community relationships and can present a positive image of the district.
- Understands the importance and benefits of building and maintaining partnerships with community organizations, businesses and engaging the community as a whole to better serve all students.
- Inspires trust, has high levels of self-confidence and optimism, and models high standards of integrity, personal performance and self-care.
- Possesses knowledge of and successful experience in sound fiscal practices and management of School District resources, including appropriate involvement of others in planning and decision-making as well as a commitment to transparent processes and communication.
- Demonstrates the ability to lead a large organization dedicated to goals of continuous improvement for each child in their K-12 education in academic achievement, the arts, career-technical experiences, and post-secondary success.
- Develops and communicates a vision of an excellent and innovative education for a diverse district, particularly in a focus on the wide spectrum of needs Pre-K through post-secondary in the age of a global, technology-driven society.
- Possesses experience as a strong instructional leader, strategic planning as well as leading and understanding the wide needs of excellent operational management in a district comparable in size.
- Possesses experience in teaching and leading schools in a public K-12 school system.

These qualities, leadership abilities, and skills are based on feedback provided to the board by parents, students, staff, and the community.



**Application
Deadline:
Jan. 3, 2021**

NCS D at a Glance

- Largest Career & Technical Education program in Oregon
- 31 total schools
 - 24 Neighborhood schools – 17 elementary, 4 middle, 3 high
 - 4 Public Charter Schools and 4 Magnet Programs
- Full K-12 Spanish Bilingual Immersion Program
- District-wide AVID at the secondary level
- 2020-21 Adopted Budget: \$237.5 million
- Top six languages spoken: English, Spanish, Russian, Vietnamese, Ukrainian, and Chinese



SALARY AND BENEFITS

The base salary will be up to \$250,000 based upon proven successful experience, qualifications, and meeting board criteria. The successful candidate will receive an excellent comprehensive benefits package.

REQUIREMENTS

Superintendent credentials are required. For more information on the accreditation process, contact the Teacher Standards & Practices Commission for the State of Oregon at www.tspc.state.or.us.

DEADLINE AND SELECTION

All materials submitted as part of the superintendent application will remain confidential to the extent allowed by law, which includes board review in a closed session of the School Board. After all applications have been reviewed and preliminary interviews conducted by the consulting firm, the names of the semifinalists will be confidentially presented to the North Clackamas School Board in executive session for its consideration. Selection of the candidates for final interviews is the sole responsibility of the School Board. School Board members may elect to visit the communities of finalists for the position.

Persons wishing to be considered for the position should submit an application file online that includes:

- A letter of application stating personal qualifications, experiences, and reasons for interest in the position
- The online application form and a current resume
- 4 current letters of recommendation
- An essay stating your position on equity. What has been your experience and what evidence do you have to show it?



Questions should be directed to:

Ray & Associates, Inc.
P.O. Box 10045
Cedar Rapids, IA 52402
Ph: 319-393-3115 | Fax: 319-393-6911
glr@rayassoc.com

Please do not contact the Board of Directors or district directly

STUDENT SUCCESS ACT: STUDENT INVESTMENT ACCOUNT AGREEMENT

ACTION
Agenda Item #10
October 8, 2020

SUPERINTENDENT'S RECOMMENDATION:

Approval of the Student Investment Account agreement with the Oregon Department of Education.

ORIGINATED BY:

For the 2020-2021 school year, Student Investment Account funds will be distributed at a reduced rate.

BUDGET IMPACT/SOURCE OF FUNDS:

The preliminary allocation for 2020-2021 from the Student Investment Account to North Clackamas School District and its eligible charter schools was \$13,594,925.98. The new allocation for 2020-2021 from the Student Investment Account to North Clackamas School District and its eligible charter schools is \$4,313,087.74

BACKGROUND:

For the 2020-21 school year, the Student Investment Account will continue to be funded by the Corporate Activity Tax (CAT), with the amount available for these grants reduced to a level of \$150M.

As part of HB 4304, Section 70, the following adjustments have been made for the 2020-2021 school year only:

- Grant recipients may submit an amended grant application through a process that may be modified by ODE based on rules adopted by the State Board of Education
- Grant recipients will not be required to meet longitudinal performance growth targets for the five common metrics (regular attendance, third grade reading, ninth grade on-track, four year graduation, and five year completion); however, ODE may develop alternative and applicable performance growth targets and indicators of progress
- Grant recipients are encouraged to prioritize the use of grant funds to meet student mental or behavioral health needs

North Clackamas School District expects to be able to access a total of \$4.3 million for the 2020-2021 school year (approximately \$4.2 million for the district, and \$110,000 for charter schools). This represents about 2% of the district's current general fund budget. Funds may be spent in some or all of four key areas for improvement:

- Reducing class size
- Increasing instructional time
- Addressing health and safety needs
- Ensuring a well rounded education

Key themes have emerged from the district's need assessment which included a data review and community, staff, student engagement process. The themes that were identified as most urgent were:

- Increase Mental Health Supports
- Retain/Recruit Diverse Staff
- Lower Class Size/Caseload
- Strengthen Culturally Relevant Practices Throughout System
- Develop Community Partnerships
- Review Models – Special Education/English Language Development
- Increase Proficiency in Literacy (Grades K-3rd)
- Expand Social Services to Students and Families

These themes of the most urgent needs helped inform the development of the revised proposal for the Student Investment Account funds. The School Board presentation on September 15, 2020 shared how the district proposed to reduce the planned activities originally approved on March 12, 2020.

ATTACHMENTS:

- A. Student Investment Account Revised Proposal
- B. Student Investment Account Agreement

PRESENTER / STAFF CONTACT:

Joel Stuart, Student Success Act - Lead Administrator



Student Investment Account Revised Proposal

Original SIA Plan (\$13,797,860.14)	Proposed New SIA Plan (\$4,313,087.74)	Allocated as of 9/1/2020
Maintain Counselor Positions from 2019-20: 5 FTE	Maintain Counselor Positions from 2019-20: 5 FTE	Maintain Counselor Positions from 2019-20: 5 FTE (\$550,000)
Maintain Elementary School Wellness Teachers from 2019-20: 8.5 FTE	Maintain Elementary School Wellness Teachers from 2019-20: 8.5 FTE	Maintain Elementary School Wellness Teachers from 2019-20: 8.5 FTE (\$945,246)
Maintain Special Education Staff from 2019-20: 5.2 FTE	Maintain Special Education Staff from 2019-20: 5.2 FTE	Maintain Special Education Staff from 2019-20: 5.2 FTE (\$626,484)
Special Education Staff: (Psychologist, Learning Specialist) 5.0 FTE	2.0 FTE Special Education Staff – Virtual Online Program	2.0 FTE Special Education Staff – Virtual Online Program (\$220,000)
Black/African American & Native Hawaiian-Pacific Islander Community Outreach Facilitator: 2.0 FTE	Black/African American & Native Hawaiian-Pacific Islander Community Outreach Facilitator: 2.0 FTE	Black/African American & Native Hawaiian-Pacific Islander Community Outreach Facilitator: 2.0 FTE – (\$155,000)
Counselors: (MS/HS) 7.0 FTE – (4.0 MS & 3.0 HS)	1.0 FTE Counselor: Virtual Online Program	1.0 FTE Counselor: Virtual Online Program (\$110,000)
Contracted Mental Health Services: \$360,000	Contracted Mental Health Services: \$250,000	
Ready, Set, Go Program: Maintain current program and expand at one Title 1 Site: \$200,000	Maintain Current Program at Bilquist and Wichita Family Center: \$75,000	
Early Learning Coordinator (Administrator): 1.0 FTE	Early Learning Coordinator (Administrator): 1.0 FTE (\$140,000)	
Professional Development Specialists (MS & HS) 4.0 FTE	\$330,000 for K-12 teachers (Academic Support) to develop/support teachers in online learning to reach each student	

Social Workers: (HS/MS) 4.0 FTE	Social Workers: K-12 Focus 4.0 FTE (\$440,000)	
Academic Intervention/tutorial Support at MHS/MAA: \$100,000	Contracted Services for MHS/MAA with REAP @ \$75,000 and academic supports @ \$25,000	
Contracted Services for Family Engagement @ Whitcomb Elementary (Greater Than Organization) \$200,000		
Middle School Teacher FTE (ELA, Math, Science) 11 FTE		
High School Teacher FTE (ELA, Math, Science) 12 FTE		
Elementary School Teacher FTE (K-2 Focus) 29.5 FTE		
Elementary School Specialists (Music, PE, Wellness) 3.9 FTE		
Instructional Assistant Elementary (Kindergarten) 3.0 FTE		
Provide Elementary Professional Development K-5: (Focus on Literacy) - \$50,000		
Family Resource Specialists/Family Advocates: (Elementary) 7.0 FTE		
Coordinator of Family Support: (Administrator) 1.0 FTE		
Nurses: 2.0 FTE		
Eliminate/Reduce Summer School Fees for HS students: \$20,000		

Charter Schools:		
Cascade Heights Charter School: \$150,329.53 – 2.5% back to district	Cascade Heights Charter School: \$49,114.52 – 2.5% back to district	Cascade Heights Charter School: \$49,114.52 – 2.5% back to district = \$47,886.66
Clackamas Middle College: \$202,573.73 – 2.5% back to district	Clackamas Middle College: \$63,130.38 – 2.5% back to district	Clackamas Middle College: \$63,130.38 – 2.5% back to district = \$61,552.12
Milwaukie High School and Milwaukie Academy of the Arts – Funds go with district Funds/Access to District supports		
Administrative Costs: \$500,000	\$215,654.00	\$215,654.00 (Part of total: 4.3 mil)
Total: (\$13,797,860.14)	Total: (\$4,266,822.78)	Total: (\$2,931,822.78)

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13699

“Student Success Act -Student Investment Account”

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

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). Agency is authorized to distribute funding from the Statewide Education Initiative Account for the purposes described in Section 9 of the Act. Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

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, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Shpresa Halimi
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
shpresa.halimi@state.or.us

4.2 Grantee’s Grant Manager is:

Joel Stuart
North Clackamas School District
12400 SE Freeman Way

Milwaukie, OR 97222
stuartj@nclack.k12.or.us

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 on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$4,313,087.74** ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account ("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 Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

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 in⁴⁷ 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 eligible to accept Grand Funds for this purpose and is duly organized and validly existing under the laws of the State of Oregon;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) 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 of 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 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 direct 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 C.
- 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 C 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 C, 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. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

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: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) 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.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 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 (Common and Customized Framework)
 - Exhibit C (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: _____
Name, Title Date

GRANTEE: North Clackamas School District

By: _____
Authorized Signature Date

Printed Name, Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Cynthia Byrnes, Senior Assistant Attorney General 8/27/2020 via email
Name, Title Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students’ mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

“Act” means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

“Allowable Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the SIA Plan and are allowable uses of the Grant Funds under the Act.

“Baseline Targets” means the minimum expectations for improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

“Common Metrics” means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

“Disaggregated” has the meaning give in section 12(a) of the Act.

“Five-Year Completion Rate” has the meaning given in section 12(b) of the Act.

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“Focal Student Groups” means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

“Foundational Year” means the first year of Grantee’s three-year SIA Plan.

“Four-Year on-Time Graduation Rate” means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

“Gap Closing Targets” or “Closing Gap Targets” means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the SIA Plan, based on the December 2019 “Guidance for Eligible Applicants”.

“Longitudinal Performance Growth Targets (LPGT)” means the required common metrics and optional locally defined metrics included in Grantee’s SIA Plan.

“Ninth-grade On-Track Rate” has the meaning given in section 12(d) of the Act.

“Optional Local Metrics” means additional Progress Markers toward the Common Metrics included in the SIA Plan.

“Progress Markers” means sets of indicators set forth in the SIA Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGT.

“Regular Attendance Rate” has the meaning given in section 12(f) of the Act.

“SIA Account” means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

“SIA Plan” means the plan developed and implemented by Grantee that focuses on increasing academic achievement and, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs.

“Stretch Targets” means significant improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

“Third-Grade Reading Proficiency Rate” has the meaning given in section 12(g) of the Act.

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SECTION III – PROJECT ACTIVITIES**This Grant Agreement is for the Foundational Year only.****Subsection 1. Continuous SIA Plan Implementation**

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee's SIA Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2020-2021 School Year, Grantee must begin to implement its SIA Plans.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students' health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Grantee must periodically review its progress toward meeting Grantee's Progress Markers and LPGT described in the Exhibit B Common and Customized Framework.

Subsection 2. Foundational Year SIA Plan Refinement and Extension

During the Foundational Year, Grantee must re-visit each aspect of its SIA Plan and engage with Focal Student Groups, families, staff and community to develop a four-year SIA Plan that will extend from 2021-2024 with two biannual implementation periods.

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Grantee must also revisit its LPGT and develop Baseline Targets and Stretch Targets for each of the five Common Metrics and develop Gap Closing Targets that Focal Student Groups will be expected to meet over a five-year period.

As part of the application process for follow-up funding to this Foundational Year Grant, Grantee must work with Agency to co-develop LPGT, Progress Markers and Optional Local Metrics in the spring and summer of 2021.

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

Financial Reports

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by June 30, 2021 must be returned to Agency for deposit in the Student Investment Account. If Grantee has not used all of its Grant Funds by June 30, 2021, Grantee may submit a request to Agency no later than June 15 for an extension until September 30, 2021 to use the Grant Funds. The Agency may approve the request at its discretion based upon a determination as to whether the extension and proposed use constitute Allowable Project Costs that further Grantee's SIA Plan or targets.

SIA Plan Performance Reporting

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its SIA Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

SIA grant monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

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A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; SIA Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a quarterly basis as outlined below:

<u>Disbursement Date</u>	<u>Amount</u>
<u>October 1, 2020</u>	<u>40%</u>
<u>January 1, 2021</u>	<u>30%</u>
<u>April 1, 2021</u>	<u>30%</u>

*If this Grant is not fully executed by October 1, 2020, Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis.

Grantee must submit its financial and performance progress reports on the following dates:

January 31, 2021

April 30, 2021

August 30, 2021 (Yearly Report)

EXHIBIT B

COMMON AND CUSTOMIZED FRAMEWORK

NORTH CLACKAMAS SCHOOL DISTRICT

SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **“Expect to see”** progress makers represent initial, easy to achieve changes that indicate a recognition of and commitment to SIA plan goals.
- B. **“Would like to see”** progress markers represent longer term likely changes and indicate more active learning and engagement.
- C. **“Would love to see”** progress markers describe the kinds of profound changes ideal for any program or investment to make or contribute towards. Note: In this first year, this would be unusual to see.

A. Expect to see

1	Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.
2	An equity lens is in place, adopted, and woven through all policies, procedures and practices.
3	Data teams are forming, and they frequently review data that inform a school’s decision-making processes, including barriers to engagement and attendance. ¹
4	Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.
5	Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.
6	Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.

¹ Providing sufficient time for teachers and staff to review data is an eligibility requirement for High School Success (Measure 98) funding in high schools. This suggests the value of that practice when well designed for all developmental levels. Duplication in focus is acceptable and strategic in this case. Funds should be braided but grantees can’t use funding for the same purpose with both initiatives.

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B. Would like to see

7	Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.
8	Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.
9	Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.
10	Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.
11	An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups. ²
12	Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.

C. Would love to see

13	Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon's English Language Arts and Literacy Standards.
14	School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time ³ .
15	Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.

SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)

NA

² Again, this is intentionally aligned with High School Success goals and best practices. Changes in progress that might come in part from SIA investments and in part from HSS investments are acceptable to include as “contributions to change” as what we are most interested in is that change is occurring and learning from what is unfolding.

³ ODE considered and received substantial but mixed feedback about the value of mapping the math strategy, and while we chose not to include formally, SIA recipients are encouraged to review the literature and develop an understanding of what Math proficiency is, what it looks like for students and how shared competencies are taught in 9th grade Math.

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay 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 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 subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

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 \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ODE SIA**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 Agreement 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 Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your 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 shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will 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).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate 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 Agreement. 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:

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The 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 Agreement 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 shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Additional Coverages That May Apply:**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

Required (If Grantee is a Non-Profit or if a first tier contractor or subgrantee is a Non-Profit)

Directors, Officers and Organization insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000.00 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are 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 is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.