

**Reynolds School District
Board of Education Regular**

December 16, 2020

7:00 PM

Virtual Meeting

I.	6:00p - Executive Session	3
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, ORS 192.660(2)(e) Real Estate, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.	
II.	7:00p - Call to Order	4
	A. Land Acknowledgement	5
	B. Pledge of Allegiance	6
	C. Consider Approval of the December 16 Business Meeting Agenda	
III.	7:10p - Board Recognition	7
	A. Student Recognition	8
	B. Volunteer/Community Partner Recognition	9
	C. Staff Recognition	10
IV.	7:20p - Public to be Heard	11
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	7:40p - Bargaining Group Updates	12
VI.	7:50p - Presentation to the Board	13
	A. Middle School Virtual Classroom Demonstration	
VII.	8:00p - Board Reports	14
	A. Board Announcements	
	i. Individual Board Members - Announcements and Reports	
	ii. Upcoming Board Meetings	
VIII.	8:10p - Superintendent's Reports	15
	A. Announcements/Reports	
	B. Student Achievement	
	i. CDL Update	
	C. Communications	
	D. Fiscal Responsibility	
	i. Financial Update	16
	ii. Enrollment	25

IX.	8:50p - Consent Agenda	31
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	32
	C. Acceptance of Grants	
	i. CDL Grant from ODE	33
	D. Intergovernmental Agreements	
	i. IGA with Gresham-Barlow School District regarding Open School	62
	ii. IGA with Multnomah County Health Department	70
	E. Interagency Agreement with Mt. Hood Community College regarding Middle College	82
X.	8:55p - Action Items	
	A. OSBA Elections and Resolution Approval	102
	B. Approval of Resolution 2020-2021-010 Black Lives Matter	125
	C. Policy Adoption: All Students Belong - ACB	129
	D. Resolution 2020-2021-012: A Resolution Authorizing the Budget Increase of State and Other Program Funds to Appropriate Seismic Rehabilitation Grant for Reynolds High School Gym Project	133
XI.	9:15p - Board Discussion	139
XII.	9:30p - Adjourn	140



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Executive Session

Policy: [Executive Session - BDC](#)

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

- Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

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

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Call to Order and Land Use Acknowledgement

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

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

- a. Call to Order
- b. Pledge of Allegiance
- c. Land Use Acknowledgement
- d. Approval of the December 16, 2020 Agenda

On March 17, Governor Kate Brown temporarily suspended public gatherings in response to the COVID-19 pandemic. Because of this order, Reynolds School District Board Meetings will be virtual until further notice.

Although members of the board are not gathered in a central, physical location, we do have a quorum present at this meeting by video-conferencing.

Land Acknowledgement

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

Motion:

I move to approve the December 16, 2020 agenda as presented.

Land Use Acknowledgment & Guidelines



Approved and Apdopted on May 27, 2020

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

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

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

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

Land Use Acknowledgment

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

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



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

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

Subject: Board Recognition

Policy: [Community Relations - KAA](#)

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

The Board will publicly recognize students, staff, and community partners including:

- Student Recognition: Abel Perez
- Community Partner/Volunteer Recognition: Tina Moe
- Staff Recognition: Karen Roney



Reynolds School Board
STUDENT RECOGNITION

December 2020

Abel Perez





COMMUNITY PARTNER OF THE MONTH

December 2020

Tina Moe



Reynolds School Board
STAFF RECOGNITION

December 2020

Karen Roney



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Public to be Heard

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

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

Members of the public will address the Board with comments and the Board will listen only. The Board may choose not to address a request if it does not fall within the scope of Board Governance. Oregon law prohibits the Board from discussing specific employees or their job performance.

Those wishing to speak must complete a Public Comment Form on the RSD website between Friday at 5p and Monday at 5p, before the meeting.

Public comment will be limited to the first seven forms turned in. All other submissions will be given to the Board as written comment.

Those providing spoken comment will be moved from attendee to panelists during the Public Comment portion of the agenda. Each speaker will have three minutes. There will be a timer on the screen, giving them warnings when they have one minute left and again at 30 seconds left.

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

Subject: Bargaining Group Updates

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

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

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

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Presentation to the Board: Virtual Classroom

Policy: [Instructional Resources/Instructional Materials - IIA](#)

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

Annie Cooper, teacher at Reynolds Middle School, will give the Board a demonstration of what Comprehensive Distance Learning looks like.

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

Subject: Board Announcements

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

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

- A. Individual Board Members – Announcements and Reports
- B. Budget Committee Vacancies
 - a. Position 10 – term expiring June 30, 2023
 - b. Position 12 – term expiring June 30, 2021
 - c. Position 14 – term expiring June 30, 2022
- C. Policy DBEA outlines that the budget committee consists of seven members appointed by the Board plus the elected Board Members. To be eligible for appointment, the appointive member must:
 - i. Live and be registered to vote in the district
 - ii. Not be an officer, agent or employee of the district.
- D. Upcoming Board Meetings
 - a. Work Session: January 13, 2021
 - b. Business Meeting: January 27, 2021

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Superintendent's Reports

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

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

Superintendent Diaz will provide announcements and reports to the board:

- A. Announcements / Reports
- B. Student Achievement
 - a. CDL Update
- C. Communications
- D. Fiscal Responsibility
 - a. Financial Report
 - b. Enrollment Report



Fiscal Year 2020-21
November 2020 Board Report - Estimated Annual

GENERAL FUND

	Working Budget	11/30/2020 MTD	Fiscal Year Projected*	Budget Versus FY Projected
RESOURCES				(Under) / Over
Beginning Balance	14,522,218	-	16,075,308	1,553,090
Local Sources	29,887,141	19,341,769	29,207,300	(679,841)
Intermediate Sources	1,001,800	-	1,001,800	-
State Sources	104,883,164	8,523,454	101,747,491	(3,135,673)
Federal Sources	65,000	3,162	94,930	29,930
Total Resources	150,359,323	27,868,385	148,126,829	(2,232,494)
REQUIREMENTS				Under / (Over)
Instruction	83,220,180	6,689,073	82,042,956	1,177,224
Support Services	56,216,054	3,339,013	55,420,827	795,227
Community Services	462,610	12,694	170,610	292,000
Other Uses	3,869,368	-	3,869,368	-
Contingency	1,620,145	-	-	1,620,145
Unappropriated End Balance	4,970,966	-	-	4,970,966
Total Expenditures	150,359,323	10,040,780	141,503,761	8,855,562
PERIOD NET ACTIVITY		17,827,605		
PROJECTED ENDING FUND BALANCE			6,623,068	
(Total Resources minus Requirements)				-
PROJ ACTUAL SPEND DOWN/ (ADD BACK) IN CASH RESERVE			9,452,240	

Notes :

- 1) *Beginning Balance is a pre-audit estimate.*
- 2) *Revenues estimate is based on ODE projection as of 6/26/2020
Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, and
Total ADMw incl Charters: 14,497.54*
- 2) *Expenditures estimate is based on actuals to date and projected summer payroll and project costs.*
- 3) *The projection is an estimate which can and may vary up to 10%.*

Multnomah County School District #7

FINANCIAL STATEMENT - General Fund By Function For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
INCOME							
Revenues							
Beginning Fund Balance (+)	\$14,522,218.00	\$0.00	\$0.00	\$14,522,218.00	\$0.00	\$14,522,218.00	100.0%
Local Sources (+)	\$29,887,141.00	\$19,341,769.30	\$19,702,902.73	\$10,184,238.27	\$0.00	\$10,184,238.27	34.1%
Intermediate (+)	\$1,001,800.00	\$0.00	\$0.00	\$1,001,800.00	\$0.00	\$1,001,800.00	100.0%
State (+)	\$104,883,164.00	\$8,523,454.00	\$51,150,957.00	\$53,732,207.00	\$0.00	\$53,732,207.00	51.2%
Federal (+)	\$65,000.00	\$3,161.90	\$47,389.69	\$17,610.31	\$0.00	\$17,610.31	27.1%
Sub-total : Revenues	\$150,359,323.00	\$27,868,385.20	\$70,901,249.42	\$79,458,073.58	\$0.00	\$79,458,073.58	52.8%
Total : INCOME	\$150,359,323.00	\$27,868,385.20	\$70,901,249.42	\$79,458,073.58	\$0.00	\$79,458,073.58	52.8%
EXPENSES							
Expenditures							
Instruction (-)	\$83,220,180.00	\$6,689,072.78	\$21,693,081.66	\$61,527,098.34	\$54,252,347.21	\$7,274,751.13	8.7%
Support Services (-)	\$56,216,054.00	\$3,339,012.66	\$15,992,051.02	\$40,224,002.98	\$24,791,495.34	\$15,432,507.64	27.5%
Enterprise & Community (-)	\$462,610.00	\$12,694.28	\$38,348.92	\$424,261.08	\$115,440.65	\$308,820.43	66.8%
Other Uses Transfers (-)	\$3,869,368.00	\$0.00	\$3,675,913.00	\$193,455.00	\$0.00	\$193,455.00	5.0%
Operating Contingency (-)	\$1,620,145.00	\$0.00	\$0.00	\$1,620,145.00	\$0.00	\$1,620,145.00	100.0%
Unappropriated Ending Fund Balance (-)	\$4,970,966.00	\$0.00	\$0.00	\$4,970,966.00	\$0.00	\$4,970,966.00	100.0%
Sub-total : Expenditures	(\$150,359,323.00)	(\$10,040,779.72)	(\$41,399,394.60)	(\$108,959,928.40)	(\$79,159,283.20)	(\$29,800,645.20)	19.8%
Total : EXPENSES	(\$150,359,323.00)	(\$10,040,779.72)	(\$41,399,394.60)	(\$108,959,928.40)	(\$79,159,283.20)	(\$29,800,645.20)	19.8%
NET ADDITION/(DEFICIT)	\$0.00	\$17,827,605.48	\$29,501,854.82	(\$29,501,854.82)	(\$79,159,283.20)	\$49,657,428.38	0.0%

End of Report

Operating Statement with Encumbrance

Multnomah County School District #7

FINANCIAL STATEMENT - General Fund by Object For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
INCOME							
Revenues							
Beginning Fund Balance (+)	\$14,522,218.00	\$0.00	\$0.00	\$14,522,218.00	\$0.00	\$14,522,218.00	100.0%
Local Sources (+)	\$29,887,141.00	\$19,341,769.30	\$19,702,902.73	\$10,184,238.27	\$0.00	\$10,184,238.27	34.1%
Intermediate (+)	\$1,001,800.00	\$0.00	\$0.00	\$1,001,800.00	\$0.00	\$1,001,800.00	100.0%
State (+)	\$104,883,164.00	\$8,523,454.00	\$51,150,957.00	\$53,732,207.00	\$0.00	\$53,732,207.00	51.2%
Federal (+)	\$65,000.00	\$3,161.90	\$47,389.69	\$17,610.31	\$0.00	\$17,610.31	27.1%
Sub-total : Revenues	\$150,359,323.00	\$27,868,385.20	\$70,901,249.42	\$79,458,073.58	\$0.00	\$79,458,073.58	52.8%
Total : INCOME	\$150,359,323.00	\$27,868,385.20	\$70,901,249.42	\$79,458,073.58	\$0.00	\$79,458,073.58	52.8%
EXPENSES							
Expenditures							
Salaries (-)	\$65,533,959.00	\$5,077,617.52	\$17,408,546.58	\$48,125,412.42	\$42,584,850.57	\$5,540,561.85	8.5%
Benefits (-)	\$39,601,902.30	\$2,964,855.89	\$9,901,902.45	\$29,699,999.85	\$24,635,080.71	\$5,064,919.14	12.8%
Purchased Services (-)	\$25,454,966.50	\$1,732,036.25	\$6,976,975.89	\$18,477,990.61	\$10,114,939.07	\$8,363,051.54	32.9%
Supplies and Materials (-)	\$5,501,729.20	\$247,023.42	\$1,404,852.64	\$4,096,876.56	\$1,178,144.90	\$2,918,731.66	53.1%
Capital Outlay (-)	\$2,452,177.00	\$0.00	\$906,240.46	\$1,545,936.54	\$588,132.50	\$957,804.04	39.1%
Other Objects (-)	\$1,687,565.00	\$19,246.64	\$1,324,963.58	\$362,601.42	\$58,135.45	\$304,465.97	18.0%
Transfers (-)	\$3,535,913.00	\$0.00	\$3,475,913.00	\$60,000.00	\$0.00	\$60,000.00	1.7%
Contingencies (-)	\$1,620,145.00	\$0.00	\$0.00	\$1,620,145.00	\$0.00	\$1,620,145.00	100.0%
Unappropriated Ending Fund Balance (-)	\$4,970,966.00	\$0.00	\$0.00	\$4,970,966.00	\$0.00	\$4,970,966.00	100.0%
Sub-total : Expenditures	(\$150,359,323.00)	(\$10,040,779.72)	(\$41,399,394.60)	(\$108,959,928.40)	(\$79,159,283.20)	(\$29,800,645.20)	19.8%
Total : EXPENSES	(\$150,359,323.00)	(\$10,040,779.72)	(\$41,399,394.60)	(\$108,959,928.40)	(\$79,159,283.20)	(\$29,800,645.20)	19.8%
NET ADDITION/(DEFICIT)	\$0.00	\$17,827,605.48	\$29,501,854.82	(\$29,501,854.82)	(\$79,159,283.20)	\$49,657,428.38	0.0%

End of Report

Operating Statement with Encumbrance



Fiscal Year 2020-21
November 2020 Board Report - Estimated Annual
November 2019 and 2020 Respectively

GENERAL FUND								
	FY 2019-20				FY 2020-21			
	Revised Budget	11/30/2019 MTD	Fiscal Year Projected	Monthly %	Working Budget	11/30/2020 MTD	Fiscal Year Projected	Monthly %
RESOURCES								
Beginning Balance	15,090,000	-	17,000,000	0.0%	14,522,218	-	16,075,308	0.0%
Local Sources	28,436,712	8,853,555	28,436,712	31.1%	29,887,141	19,341,769	29,207,300	64.7%
Intermediate Sources	1,896,800	-	1,898,702	0.0%	1,001,800	-	1,001,800	0.0%
State Sources	101,604,369	8,146,663	100,079,408	8.0%	104,883,164	8,523,454	101,747,491	8.1%
Federal Sources	65,000	3,089	66,885	4.8%	65,000	3,162	94,930	4.9%
Other Financing Source	-	-	-	-	-	-	-	-
Total Resources	147,092,881	17,003,307	147,481,707	11.6%	150,359,323	27,868,385	148,126,829	18.5%
REQUIREMENTS								
Instruction	83,425,777	6,783,209	82,510,407	8.1%	83,220,180	6,689,073	82,042,956	8.0%
Support Services	55,212,249	4,133,860	54,606,445	7.5%	56,216,054	3,339,013	55,420,827	5.9%
Community Services	163,029	15,275	163,029	9.4%	462,610	12,694	170,610	2.7%
Other Uses	1,700,715	-	1,700,715	0.0%	3,869,368	-	3,869,368	0.0%
Contingency	1,620,145	-	-	0.0%	1,620,145	-	-	0.0%
Unappropriated End Balance	4,970,966	-	-	0.0%	4,970,966	-	-	0.0%
Total Expenditures	147,092,881	10,932,344	138,980,596	7.4%	150,359,323	10,040,780	141,503,761	6.7%
PERIOD NET ACTIVITY		<u>6,070,962</u>				<u>17,827,605</u>		
PROJECTED ENDING FUND BALANCE			<u>8,501,111</u>				<u>6,623,068</u>	
AVAILABLE PROJECTED ENDING FUND BALANCE			<u>8,501,111</u>				<u>6,623,068</u>	
PROJ. ACTUAL SPEND DOWN/(ADD BACK) IN CASH RESERVE			<u>8,498,889</u>				<u>9,452,240</u>	

Beginning Fund Balance - Projected Ending Fund Balance = Proj. Actual Spend Down/(Add Back)



Fiscal Year 2020-21
Board Report by **Major Object**

Two Year Comparison as of Month Ending November 2019 and 2020 Respectively

GENERAL FUND				
	2019-20 EST YTD July - November	2020-21 EST YTD July - November	Compare to Prior Year July - November	Change %
REVENUES			<u>+/(-)</u>	<u>+/(-)</u>
Local Sources	9,409,000	19,702,903	10,293,903	109.4%
Intermediate Sources	1,902	-	(1,902)	0.0%
State Sources	49,647,347	51,150,957	1,503,610	3.0%
Federal Sources	22,520	47,390	24,869	110.4%
Debt Financing Source	-	-	-	0.0%
Total Revenues	<u>59,080,769</u>	<u>70,901,249</u>	<u>11,820,480</u>	<u>20.0%</u>
EXPENDITURES			<u>+/(-)</u>	<u>+/(-)</u>
Salaries	17,777,218	17,408,547	(368,672)	-2.1%
Benefits/Employer Costs	9,935,774	9,901,902	(33,871)	-0.3%
Purchased Services	7,982,068	6,976,976	(1,005,092)	-12.6%
Supplies and Materials	2,039,412	1,404,853	(634,559)	-31.1%
Capital Outlay	371,683	906,240	534,558	0.0%
Other Objects (Debts, Dues & Fees)	1,271,209	1,324,964	53,755	4.2%
Transfers	1,355,000	3,475,913	2,120,913	0.0%
Total Expenditures	<u>40,732,363</u>	<u>41,399,395</u>	<u>667,032</u>	<u>1.6%</u>
PERIOD NET ACTIVITY	<u>18,348,407</u>	<u>29,501,855</u>	<u>11,153,448</u>	<u>60.8%</u>



REYNOLDS SCHOOL DISTRICT
Fiscal Year 2020-21
GENERAL FUND

Monthly Projections - As of November 30, 2020

	Budget 2020-21	TOTAL Projected FY 2020-21	Projected FY 2020-21 Difference	* Actuals							TOTAL Projected FY 2020-21	
				July-November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021		June 2021
REVENUES												
	(Under) / Over											
Local (Taxes, Misc)	29,887,141	27,785,464	(2,101,677)	19,702,903	5,524,713	327,789	315,429	475,282	222,290	340,588	876,470	27,785,464
Intermediate	1,001,800	1,001,800	-	-	142,637	-	-	713,821	141,438	1,164	2,741	1,001,800
State	104,883,164	101,774,282	(3,108,882)	51,150,957	8,246,663	8,847,679	8,196,663	8,196,663	8,196,663	8,246,663	592,331	101,674,282
Federal	65,000	91,754	26,754	47,390	6,338	6,338	6,338	6,338	6,338	6,338	6,338	91,754
Total Revenues	135,837,105	130,653,300	(5,183,805)	70,901,249	13,920,350	9,181,805	8,518,430	9,392,104	8,566,728	8,594,753	1,477,880	130,553,300
EXPENDITURES												
	Under / (Over)											
Salaries	65,530,959	64,160,147	1,370,812	17,408,547	5,653,461	5,602,552	5,627,026	5,598,147	5,393,689	5,561,202	13,315,523	64,160,147
Associated Payroll Costs	39,601,902	38,581,918	1,019,984	9,901,902	3,505,683	3,567,383	3,495,839	3,514,152	3,499,410	3,515,229	7,582,320	38,581,918
Purchased Services	25,454,967	25,032,263	422,704	6,976,976	2,004,910	2,623,970	1,969,687	2,549,552	2,635,020	2,145,536	4,126,613	25,032,263
Supplies and Materials	5,501,729	4,655,558	846,171	1,404,853	325,434	481,415	318,002	816,888	415,326	294,268	599,373	4,655,558
Capital Outlay	2,452,177	2,452,177	-	906,240	152,813	164,761	275,337	184,656	145,660	226,451	396,257	2,452,177
Other (Debts, Dues & Fees)	1,687,565	1,687,565	-	1,324,964	45,264	45,264	45,264	45,264	45,264	45,264	91,017	1,687,565
Transfers	3,535,913	3,535,913	-	3,475,913	-	-	-	-	60,000	-	-	3,535,913
Total Expenditures	143,765,212	140,105,540	3,659,671	41,399,395	11,687,565	12,485,344	11,731,155	12,708,661	12,194,369	11,787,949	26,111,103	140,105,540
	Under / (Over)											
SURPLUS / (DEFICIT)	(7,928,107)	(9,452,240)	(1,524,134)									
<i>(Revenues minus Expenditures)</i>												
	(Under) / Over											
Beg. Fund Balance	14,522,218	16,075,308	1,553,090									
	-											
End Fund Balance	6,591,111	6,623,068	28,956									
<i>(Sum of Surplus/Deficit and Beg. Fund Balance)</i>												

Assumptions: FY 2020-21

Revenues: ODE estimates as of 11/12/2020 - Based on \$9.0 Billion Legislative Approved Budget with 49/51 split, total ADMw: 14,244.84 2020-21 Estimate (including Charters)

Expenditures: Estimate is a preliminary amount pending September updates.

Beginning Fund Balance: Pre-audit estimate based on updated 2020-21 estimated beginning fund balance.

*Source of Actual figures - iVisions financial accounting system
 The projection is an estimate which can and may vary up to 10%



Fiscal Year 2020-21

2015 Capital Bond Projects November 2020 Board Report - Estimated Annual

BOND CAPITAL PROJECTS FUND

	Working Budget	11/30/2020 MTD	Fiscal YTD	Fiscal Year Projected	Budget Versus FY Projected
RESOURCES					(Under) / Over
Beginning Balance	2,892,700	-	-	2,009,664	(883,036)
Bond Sale Proceeds	-	-	-	0	-
Local Sources <i>(Incl. Interest Earnings)</i>	2,500	-	-	0	(2,500.00)
Total Resources	2,895,200	-	-	2,009,664	(885,536)
REQUIREMENTS					Under / (Over)
Salaries	-	-	-	-	-
Employer Costs/Benefits	-	-	-	-	-
Purchased Services	442,200	1,794	45,851	442,200	-
Supplies and Materials	52,500	-	-	52,500	-
Capital Outlay	2,400,500	225,224	772,155	1,514,964	885,536
Other Objects	-	-	5,000	-	-
Contingencies	-	-	-	-	-
Total Expenditures	2,895,200	227,019	823,007	2,009,664	885,536
PERIOD NET ACTIVITY		(227,019)	(823,007)		
PROJECTED ENDING FUND BALANCE-ROLL TO 2020-21				-	
(Total Resources minus Requirements)				-	

Notes : 1) *Beginning Balance is a pre-audit estimate based on budgeted Beginning Balance.*
 2) *The projections are estimates which can and may vary up to 10%.*

Multnomah County School District #7

2015 Bond Capital Fund Report by Function For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
INCOME					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$0.00	\$2,892,700.00	\$2,892,700.00	0.0%
Local Sources (+)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,895,200.00</u>	<u>\$2,895,200.00</u>	0.0%
Total : INCOME	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,895,200.00</u>	<u>\$2,895,200.00</u>	0.0%
EXPENSES					
Expenditures					
Facilities Acquisition & Contstruction (-)	\$227,018.63	\$823,006.56	\$2,895,200.00	\$2,072,193.44	28.4%
Sub-total : Expenditures	<u>(\$227,018.63)</u>	<u>(\$823,006.56)</u>	<u>(\$2,895,200.00)</u>	<u>(\$2,072,193.44)</u>	28.4%
Total : EXPENSES	<u>(\$227,018.63)</u>	<u>(\$823,006.56)</u>	<u>(\$2,895,200.00)</u>	<u>(\$2,072,193.44)</u>	28.4%
NET ADDITION/(DEFICIT)	<u>(\$227,018.63)</u>	<u>(\$823,006.56)</u>	<u>\$0.00</u>	<u>\$823,006.56</u>	0.0%

End of Report

Multnomah County School District #7

2015 Bond Capital Fund Report by Object For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
INCOME					
Revenues					
Beginning Fund Balance (+)	\$0.00	\$0.00	\$2,892,700.00	\$2,892,700.00	0.0%
Local Sources (+)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : Revenues	\$0.00	\$0.00	\$2,895,200.00	\$2,895,200.00	0.0%
Total : INCOME	\$0.00	\$0.00	\$2,895,200.00	\$2,895,200.00	0.0%
EXPENSES					
Expenditures					
Purchased Services (-)	\$1,794.18	\$45,851.40	\$442,200.00	\$396,348.60	10.4%
Supplies and Materials (-)	\$0.00	\$0.00	\$52,500.00	\$52,500.00	0.0%
Capital Outlay (-)	\$225,224.45	\$772,155.16	\$2,400,500.00	\$1,628,344.84	32.2%
Other Objects (-)	\$0.00	\$5,000.00	\$0.00	(\$5,000.00)	0.0%
Sub-total : Expenditures	(\$227,018.63)	(\$823,006.56)	(\$2,895,200.00)	(\$2,072,193.44)	28.4%
Total : EXPENSES	(\$227,018.63)	(\$823,006.56)	(\$2,895,200.00)	(\$2,072,193.44)	28.4%
NET ADDITION/(DEFICIT)	(\$227,018.63)	(\$823,006.56)	\$0.00	\$823,006.56	0.0%

End of Report

2020-2021 Enrollment by Grade Data Excluding Charters			
Grade	6-Oct-2020	29-Oct-2020	12-Nov-2020
Kndgtn	568	597	601
1st	697	716	714
2nd	681	701	699
3rd	699	707	706
4th	708	722	723
5th	768	791	792
6th	804	780	780
7th	849	821	816
8th	729	715	718
9th	758	834	826
10th	701	741	735
11th	608	677	675
12th	730	809	812
SPED SC	65	77	77
Total	9,365	9,688	9,674

Pd	Change	Rept Date vs March 2020	
Chg	10/6 to Current	3/2020 Data	Change
4	33	757	-156
(2)	17	726	-12
(2)	18	730	-31
(1)	7	736	-30
1	15	795	-72
1	24	801	-9
-	(24)	818	-38
(5)	(33)	725	91
3	(11)	778	-60
(8)	68	729	97
(6)	34	659	76
(2)	67	679	-4
3	82	682	130
-	12	170	-93
(14)	309	Total	-111

2019-2020 Enrollment by Grade Data Excluding Charters			
Grade	3-Oct-2019	24-Oct-2019	14-Nov-2019
Kndgtn	760	752	751
1st	729	736	724
2nd	736	732	730
3rd	751	750	742
4th	795	797	795
5th	798	804	802
6th	839	831	840
7th	746	753	750
8th	783	793	794
9th	748	797	756
10th	651	701	666
11th	717	767	715
12th	718	751	717
SPED SC	169	166	166
Total	9,940	10,130	9,948

Pd	Change
Chg	10/3 to Current
(1)	(9)
(12)	(5)
(2)	(6)
(8)	(9)
(2)	-
(2)	4
9	1
(3)	4
1	11
(41)	8
(35)	15
(52)	(2)
(34)	(1)
-	(3)
(182)	8

Unit Change in Data 2020-2021 as Compared to 2019-2020 Excluding Charters			
Grade	10/6/2020 vs 10/3/2020	10/29/2020 vs 10/24/2019	11/12/2020 vs 11/14/2019
Kndgtn	(192)	(155)	(150)
1st	(32)	(20)	(10)
2nd	(55)	(31)	(31)
3rd	(52)	(43)	(36)
4th	(87)	(75)	(72)
5th	(30)	(13)	(10)
6th	(35)	(51)	(60)
7th	103	68	66
8th	(54)	(78)	(76)
9th	10	37	70
10th	50	40	69
11th	(109)	(90)	(40)
12th	12	58	95
SPED SC	(104)	(89)	(89)
Total	(575)	(442)	(274)

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2020-2021 Enrollment by School Data Excluding Charters			
School	6-Oct-2020	29-Oct-2020	12-Nov-2020
Alder	429	431	431
Davis	397	421	423
Fairview	287	293	290
Glenfair	380	419	419
Hartley	405	412	411
M Scott	401	402	405
Salish Ponds	340	376	376
Sweetbriar	301	301	302
Troutdale	381	379	379
Wilkes	431	430	432
Woodland	378	376	373
Lee MS	805	797	794
RMS	1002	961	963
WMMS	592	579	578
RHS	2,573	2,765	2,749
RLA	153	217	219
Cornerstone/Tutoring/Outside F	110	129	130
Total	9,365	9,688	9,674

PD	Change	Rept Date vs March 2020	
Chg	10/3 to Current	3/1/2020	Change
-	2	440	-9.00
2	26	427	-4.00
(3)	3	321	-31.00
-	39	452	-33.00
(1)	6	442	-31.00
3	4	399	6.00
-	36	419	-43.00
1	1	345	-43.00
-	(2)	432	-53.00
2	1	495	-63.00
(3)	(5)	445	-72.00
(3)	(11)	790	4.00
2	(39)	951	12.00
(1)	(14)	596	-18.00
(16)	176	2,411	338.00
2	66	211	8.00
1	20	209	-79.00
(14)	309	9,785	-111.00

2019-2020 Enrollment by School Data Excluding Charters			
School	3-Oct-2019	24-Oct-2019	14-Nov-2019
Alder	434	434	433
Davis	413	420	420
Fairview	327	327	326
Glenfair	463	469	460
Hartley	442	434	433
M Scott	401	401	394
Salish Ponds	427	427	421
Sweetbriar	341	337	336
Troutdale	430	432	430
Wilkes	507	507	505
Woodland	456	455	453
Lee MS	816	810	807
RMS	986	983	993
WMMS	594	599	596
RHS	2,562	2,700	2,533
RLA	180	195	189
Cornerstone/Tutoring	161	200	219
Total	9,940	10,130	9,948

PD	Change
Chg	10/3 to Current
(1)	(1)
-	7
(1)	(1)
(9)	(3)
(1)	(9)
(7)	(7)
(6)	(6)
(1)	(5)
(2)	-
(2)	(2)
(2)	(3)
(3)	(9)
10	7
(3)	2
(167)	(29)
(6)	9
19	58
(182)	8

Unit Change in Data 2020-2021 as Compared to 2019-2020 Excluding Charters			
School	10/6/2020 vs 10/3/2019	10/29/2020 vs 10/24/2019	11/12/2020 vs 11/14/2019
Alder	(5.00)	(3.00)	(2.00)
Davis	(16.00)	1.00	3.00
Fairview	(40.00)	(34.00)	(36.00)
Glenfair	(83.00)	(50.00)	(41.00)
Hartley	(37.00)	(22.00)	(22.00)
M Scott	0.00	1.00	11.00
Salish Ponds	(87.00)	(51.00)	(45.00)
Sweetbriar	(40.00)	(36.00)	(34.00)
Troutdale	(49.00)	(53.00)	(51.00)
Wilkes	(76.00)	(77.00)	(73.00)
Woodland	(78.00)	(79.00)	(80.00)
Lee MS	(11.00)	(13.00)	(13.00)
RMS	16.00	(22.00)	(30.00)
WMMS	(2.00)	(20.00)	(18.00)
RHS	11.00	65.00	216.00
RLA	(27.00)	22.00	30.00
Cornerstone/Tutoring/Outside F	(51.00)	(71.00)	(89.00)
Total	(575)	(442)	(274)

ACTUAL ATTENDANCE COUNT REPORT 2020-2021

Elementary Enrollment By Classroom																PROJECTIONS		2019-2020					
November 12, 2020																2020-21 Projected		@ March 2020					
School	SPED SC	Kndgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE		Projected	Diff	2019-2020	YOY Chg				
				Grade		Grade		Grade		Grade		Grade		FTE	Grade								
Alder		14		27		27		29		29		15				Alder							
<i>Bilingual Classrooms</i>		17		19		24		21		20		18											
		17		19		26		19		18		30											
												30											
Montessori Kinder		12																					
Total	0	60		65		77		69		67		93	431	-		438	-7	440	-37				
# of Classes		3		3		3		3		3		4											
Average Class Size		16.00		21.67		25.67		23.00		22.33		23.25											
Davis	SPED SC	22		22		24		25		25		24				Davis							
		21		23		25		23		23		22											
		21		22		24		27		24		26											
Total	0	64		67		73		75		72		72	423	-						429	-6	427	-21
# of Classes		3		3		3		3		3		3											
Average Class Size		21.33		22.33		24.33		25.00		24.00		24.00											
Fairview	SPED SC	13		16		15		22		21		16				Fairview							
		14		16		15		22		23		16											
		14		14		16				21		16											
Total	0	41		46		46		44		65		48	290	-						314	-24	321	-22
# of Classes		3		3		3		2		3		3											
Average Class Size		13.67		15.33		15.33		22.00		21.67		16.00											
Glenfair	SPED SC	20		20		28		25		20		21				Glenfair							
		21		19		29		23		20		23											
		20		19		29		23		20		20											
				19																			
Total	0	61		77		86		71		60		64	419	-		458	-39	452	-23				
# of Classes		3		4		3		3		3		3											
Average Class Size		20.33		19.25		28.67		23.67		20.00		21.33											

ACTUAL ATTENDANCE COUNT REPORT 2020-2021

Elementary Enrollment By Classroom November 12, 2020														PROJECTIONS		2019-2020				
														2020-21 Projected		@ March 2020				
														Projected	Diff	2019-2020	YOY Chg			
School	SPED SC	Kndgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE	Grade					
Hartley	SPED SC	23		21		15		25		24		27				Hartley				
		21		19		16		25		23		28								
		23		20		15		20		24		27								
						15														
Total	0	67		60		61		70		71		82	411	-		424	-13	442	-9	
# of Classes		3		3		4		3		3		3								
Average Class Size		22.33		20.00		15.25		23.33		23.67		27.33								
M Scott	SPED SC	20		20		28		23		33		24				M Scott				
		21		19		28		24		32		25								
		20		19				23				25								
				21																
Total	0	61		79		56		70		65		74	405	-		408	-3	399	-5	
# of Classes		3		4		2		3		2		3								
Average Class Size		20.33		19.75		28.00		23.33		32.50		24.67								
Salish Ponds	SPED SC	18		17		19		22		21		23				Salish Ponds				
		18		17		21		20		21		23								
		17		17		20		21		21		23								
				17																
Total	0	53		68		60		63		63		69	376	-		429	-53	424	-15	
# of Classes		3		4		3		3		3		3								
Average Class Size		17.67		17.00		20.00		21.00		21.00		23.00								
Sweetbriar	SPED SC	18		19		21		18		24		33				Sweetbriar				
		19		20		20		19		23		32								
				16		11	x	9												
Total	0	37		55		52	x	46		47		65	302	-		340	-38	345	10	
# of Classes		2		3		2.5		2.5		2		2								
Average Class Size		18.50		18.33		20.80		18.40		23.50		32.50								

ACTUAL ATTENDANCE COUNT REPORT 2020-2021

Elementary Enrollment By Classroom November 12, 2020														PROJECTIONS		2019-2020				
														2020-21 Projected		@ March 2020				
														Projected	Diff	2019-2020	YOY Chg			
School	SPED SC	Kndgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE	Grade					
Troutdale	SPED SC	21		19		18		26		25		22				Troutdale				
		19		18		15		23		22		24								
		19		19		17		8	x	16		24								
										9	x	15								
Total	0	59		56		50		57		72		85	379	-		427	-48	431	-10	
# of Classes		3		3		3		2.5		3		3.5								
Average Class Size		19.67		18.67		16.67		22.80		24.00		24.29								
Wilkes	SPED SC	17		19		19		20		25		22				Wilkes				
		9		17		17		20		25		24								
		3		18		16		20		25		22								
				20		18		20												
Total	12	52		75		70		80		75		68	432	-		483	-51	495	10	
# of Classes		3		4		4		4		3		3								
Average Class Size		17.33		18.75		17.50		20.00		25.00		22.67								
Woodland	SPED SC	15		22		24		19		20		21				Woodland				
		6		22		23		17		19		20								
		10		21		19		20		20		21								
		3																		
Total	19	46		65		66		56		59		62	373	-		440	-67	445	-8	
# of Classes		3		3		3		3		3		3								
Average Class Size		15.33		21.67		22.00		18.67		19.67		20.67								
SPED Outside Placements/Tutoring		0		1		2		5		7		10	25			26	-1	40	-14	
Grade Totals	31	601		714		699		706		723		792	4,266	-		4,616	-350	4,661	(144)	
Total # of Classes		32		37		33.5		32		31		33.5								
Total Average Class Size		18.41		19.30		20.87		22.06		23.32		23.64								

ACTUAL ATTENDANCE COUNT REPORT 2020-2021																				
Elementary Enrollment By Classroom															PROJECTIONS		2019-2020			
November 12, 2020															2020-21 Projected		@ March 2020			
School	SPED SC	Kndgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE		Projected	Diff	2019-2020	YOY Chg	
				Grade		Grade		Grade		Grade		Grade		FTE	Grade					
ACTUAL ATTENDANCE COUNT REPORT 2020-2021																				
Secondary Enrollment By Grade Level (Actual Attendance Count)															PROJECTIONS					
November 12, 2020															@ March 2020					
School	SPED SC	6th grade	7th grade	x	8th grade	x	9th grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Added FTE		Projected	Diff	2019-2020	YOY Chg
SPED Outside Placements/Tutoring		11	5		9		11		5		5		23	69			0	69	130	36
HB Lee MS	14	265	283		232									794			780	14	790	65
Reynolds MS	23	304	344		292									963			996	-33	951	5
Walt Morey MS	9	200	184		185									578			608	-30	596	-3
RHS + Middle College					815		720		595		619		2749			2721	28	2411	54	
Out of Dist Placement																0	0	0	0	
RLA					0		10		75		134		219			210	9	211	21	
Cornerstone - SPED													30	30		30	0	29	0	
Cornerstone 1- SPED													6	6		11	-5	10	-1	
Total	46	780	816		718		826		735		675		812	5,408	-	5356	52	5,128	177	
Total Reynolds:														9,674	-	9,972	-298	9,789	33	
Comprehensive School		Targeted School			New Classroom Pending															
Charter School Data																				
	Kndgtn	1st	x	2nd	x	3rd	x	4th	x	5th	x	6th-8th	Total	Added FTE		Projected	Diff	2019-2020	YOY Chg	
		Grade		Grade		Grade		Grade		Grade		FTE		Grade						
Arthur Academy		29	31		30		30		26		22		168			184	-16	179	-20	
Rockwood Preparatory Academy		66	49		56		46		44		37		298			303	-5	293	-3	
MLA		48	47		48		48		47		47	286	571			555	16	556	22	
														1037	-	1042	-5	1028	-1	
														10,711	-	11,014	-303	10,817	32	
SPED SC: Special Education Department Self-Contained Classroom where students spend 100% of their day.															-148					

To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Consent Agenda
Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)
Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. Acceptance of Grants
 - I. Approval of the Student Investment Account Grant Agreement from Oregon Department of Education
- D. Intergovernmental Agreements
 - I. Approval of IGA with Gresham-Barlow School District for Open School
 - II. Approval of IGA with Multnomah County Health Department
- E. Approval of Interagency Agreement with MHCC regarding Middle College

Staff Recommendation:

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

Motion:

I move that the Board approve all Consent Agenda items as presented.

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

December 9, 2020

7:00 PM

Virtual Meeting

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

- Chair Tewksbury called the December 9, 2020 Work Session to order at 7:02p.
- Vice Chair Delgado read the Land Use Acknowledgement into the record.

II. 7:05p - Public to be Heard

- Chair Tewksbury read the two public comments into the record.

III. 7:25p - 2021-2022 Budget Priorities

- The Board would like to see all ongoing expenses that are currently being paid for with one-time monies.
- Can Board members hold community forums for budget input? Board members are encouraged to have their constituents come to the district budget input sessions.
- Topics that came up a lot in discussion: remediation, impact of trauma, mental health supports, safety, harm reduction, maximizing resources, struggling families, academics, curriculum, culturally responsive, bargaining regarding new staff of color.
- Concern about items that may be SIA eligible. Not prioritized in general fund but
- Top Three Budget Priorities: Mental Health Supports, Additional Academic Supports, Culturally Responsive Curriculum
- The Board would like to discuss SROs in the future. This topic will be brought to the next Board Leadership meeting.
- Future Discussion: SROs

IV. 8:30p - Adjourn

- Chair Tewksbury adjourned the December 9, 2020 Work Session at 9:37p.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Dr. Nicole MacTavish, Chief Academic Officer

Subject: Approval of the Student Investment Account Grant Agreement from Oregon Department of Education

Policy: [Instructional Goal - IA](#)

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #3: We believe that high-quality first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.

Summary:

On October 16, 2020, we received confirmation from ODE that our grant application and budget were approved. We have now received the Grant Agreement for the Comprehensive Distance Learning Funds: only for the ESSER and GEER Federal Funds, from Oregon Department of Education. It is required the Grant Agreement receive approval from the local school board. Once the grant agreement is signed and returned to ODE, the district will be able to submit reimbursement requests.

Previous Board Action:

Not Applicable

Background:

As a result of ongoing needs to resume the 2020-21 school year via Comprehensive Distance Learning, ODE created the \$28.1 million Comprehensive Distance Learning Grant Program, which includes both GEER and ESSER grants, whereby grant funds will be used for eligible needs such as:

- Access and Connectivity
- Student and Teacher Devices
- Digital Content and Curriculum

- Learning Management Systems
- Professional Learning for Educators

This Grant is effective and has a Grant funding start date of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on May 30, 2021.

Financial Implications:

The revised Comprehensive Distance Learning allocation came in at \$285,758.56 for school year 2020-21.

Alternatives:

The Board has the option to reject the Reynolds School District Comprehensive Distance Learning Grant Agreement or to give further direction and guidance.

Staff Recommendation:

Administration recommends the Board approve the Comprehensive Distance Learning Grant Agreement and allow it to be signed and submitted to the Oregon Department of Education.

Motion:

I move that the Board approve the Oregon Department of Education Comprehensive Distance Learning Grant Agreement, Grant Number 13527.

STATE OF OREGON GRANT AGREEMENT

Grant No. 13527

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

SECTION 1: AUTHORITY

Pursuant to an emergency additional allocation of funding made available to the State of Oregon for the Governor’s Emergency Education Relief Fund (GEER) and the Elementary and Secondary School Education Relief Fund (ESSER) programs under U.S. Congress H.R. 748, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act and SB 5723 of the Second Special Session of 2020, Agency, as the administrator of GEER and ESSER in the State of Oregon, is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of the Grant is to provide relief funds to Grantee as it prepares for and implements Comprehensive Distance Learning (CDL) in response to the novel coronavirus (“COVID -19”).

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 May 30, 2021 (“Expiration Date”). The period beginning on the Effective Date and ending on the Expiration Date is the “Performance Period”.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Michael Wiltfong
225 Capitol St NE, Salem, OR 97310
Phone: 503-947-5914
Email: ODE.ESSER@ode.state.or.us

4.2 Grantee’s Grant Manager is:

April Olson
1204 NE 201st Avenue
Fairview, OR 97024

Phone: 503.661.7200
Email: aolson@rsd7.net

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

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference during the “Performance Period”. Agency will not compensate Grantee for Project activities performed after the Performance Period ends.

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee with funding in an amount not to exceed \$285,758.56 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its CARES Act Funds (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

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

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

- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
 - 8.1.1 Grantee is a School District that is duly organized validly existing in the State of Oregon;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will

be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

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

SECTION 9: CONFIDENTIAL INFORMATION

- 9.1 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”).
- 9.2 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.
- 9.3 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.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and

method of such notice, subject to Grantee’s obligations under applicable law.

- 9.4 **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.
- 9.5 **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 10: INDEMNITY/LIABILITY

- 10.1 **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.
- 10.2 **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.
- 10.3 **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 11: INSURANCE

- 11.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 11.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 12: 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 13: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 14: DEFAULT

- 14.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
 - 14.1.1** 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;
 - 14.1.2** 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

- 14.1.3** 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.
- 14.2 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 15: REMEDIES

- 15.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2 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 16: 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:

- 16.1** 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;
- 16.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 16.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

16.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 17: TERMINATION

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

17.2 **By Agency.** Agency may terminate this Grant as follows:

17.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

17.2.2 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;

17.2.3 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

17.2.4 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.

17.3 **By Grantee.** Grantee may terminate this Grant as follows:

17.3.1 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.

17.3.2 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

17.3.3 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.

17.4 **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 18: MISCELLANEOUS

18.1 **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.

18.2 **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.

- 18.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 18.9 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.
- 18.10 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.

- 18.11 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.
- 18.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 18.13 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.
- 18.14 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.
- 18.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit F (Federal Assurances – CARES Act)
 - Exhibit G (Federal Assurances - Certification Regarding Lobbying)
 - Exhibit H (Uses of Funds)
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - Exhibit D (ESSER Federal Award Identification)
 - Exhibit E (GEER Federal Award Identification)
- 18.16 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 19: 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: _____
Procurement and Contract Specialist

Date

Reynolds SD 7

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Maria DiMiceli
Senior Assistant Attorney General
Oregon Department of Justice

by email on October 14, 2020
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOAL

Oregon’s Governor Brown declared a state of emergency in March 2020 in response to the public health threat posed by “COVID-19”. Governor Brown followed the declaration with the suspension of in-person instructional activities in all of Oregon public and private schools starting March 16, 2020 until the remainder of the 2019-2020 school year. Simultaneously, the Federal government recognized the need for financial assistance to States during this crisis. On March 27, 2020, the 116th U.S. Congress passed H.R. 748, the “CARES Act” to address America’s needs as it confronts COVID-19. On July 28, 2020, Governor Brown announced metric requirements that must be met before education service providers such as, but not limited to, School Districts, Education Service Districts, and private schools, are allowed to resume in-classroom education instruction.

As a result of the ongoing need to resume the 2020-21 school year via short-term or Comprehensive Distance Learning (CDL), Agency created the CDL Grant Program to distribute grants to school districts for the eligible Uses of Funds listed in Exhibit H. Funding for this Grant is authorized by the CARES Act and specifically provided additional funding through the Governor’s Emergency Education Relief Fund (GEER) and the Elementary and Secondary School Education Relief Fund (ESSER).

The goal of this Grant is to provide funding for school districts to prepare and implement a CDL Program during the 2020-2021 school year.

SECTION II. PROJECT DEFINITIONS

“Authorized Activities” means the Project Authorized Activities allowed under the CARES Act Uses of Funds listed in Exhibit H.

“Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the Project Activities and Plan and are eligible or permitted uses of the Grant Funds.

SECTION III. PROJECT ACTIVITIES AND BUDGET

Grantee’s application, as approved by Agency and held on file with Agency (the “Application”), is hereby incorporated into this Agreement as the Project Implementation Plan (the “Plan”). However, to the extent anything contained in the Application conflicts with the terms and conditions of this Grant, this Grant’s terms and conditions are controlling. Further, Agency retains the right to require any necessary amendments for state and federal compliance, including but not limited to the terms of the CARES Act itself and any and all federal guidance of the CARES Act.

Grantee must implement its Project activities based on the Application approved by Agency and in accordance with the permitted uses described in Exhibit H. The plan may be adjusted with approval from Agency’s Grant Manager in order to align with the anticipated outcomes.

Grant Funds must be used to address the critical needs of students and to overcome the current barriers faced by Oregon schools in successfully implementing and maintaining CDL as a result of ongoing school closures caused by COVID-19.

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, in accordance with Grantee’s approved Project Implementation Plan during the Performance Period.

The following summarizes the Grant Fund allocations per funding source and eligible expenditure dates:

<i>Funding Source</i>	<i>Expenditure Dates</i>	<i>Funding Amount</i>
GEER	July 1, 2020 to May 30, 2021	\$285,758.56
ESSER	July 1, 2020 to May 30, 2021	\$00.00
Maximum Total Not-to Exceed		\$285,758.56

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

SECTION IV. ACCESSIBILITY

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

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

- Excel files must comply with:
https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

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

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency reporting templates, Grantee will submit a final Project report to Agency's Grant Manager no later than June 30, 2021. Final payment is contingent upon Agency acceptance of Final report.

The Grantee will supply any related reports and information as Agency may reasonably require.

Agency will continuously evaluate the Grantee's performance as Grantee submits reimbursement requests throughout the Performance Period. Agency will use information provided in the Application, as well as data in reimbursement requests, to monitor the Grantee. Agency may request additional documentation as needed for desk reviews or site visits.

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

SECTION VI. DISBURSEMENT PROVISIONS

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

Grantee will submit with each request for disbursement in EGMS, an Agency provided reimbursement request form via email to Agency's Grant Manager.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

COMMERCIAL GENERAL LIABILITY Required

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required Not required

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

PROFESSIONAL LIABILITY:

Required Not required

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

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

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 must maintain, and require its first tier contractors and subgrantees, if any, 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, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

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

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

1.2. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

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

1.3.1. 84.425D for ESSER

1.3.2. 84.425C for GEER

2. FEDERAL PROVISIONS

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

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

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

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

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

For purposes of these provisions, the following definitions apply:

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

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

3. ADDITIONAL FEDERAL REQUIREMENTS

Grantee must comply with the Federal Assurances in Exhibit E, F, and Exhibit G. The assurances apply to program activities and expenditures of funds. Compliance to general and specific program assurances is the legal responsibility of the Grantee.

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EXHIBIT F

FEDERAL ASSURANCE

CARES Act

The Grantee understands and certifies the following statements:

- A. Grantee must use the funds for activities allowable under Section [18003\(d\)](#) of Division B of the CARES Act, and will comply with all provisions, regulations, and rules under each applicable program listed in Exhibit F.
- B. Grantee will, to the greatest extent practicable, comply with [Section 18005 and Section 18006 of Division B of the CARES Act](#).
- C. Grantee must certify, as set for in 34 C.F.R. Part 82 Appendix A, that it has not engaged in lobbying activities as detailed in Exhibit G Part 2.
- D. Grantee will provide equitable services to students and teachers in non-public schools located within the region in the same manner as provided under section 1117 of the Elementary and Secondary Education Act of 1965 (ESEA), as determined through timely and meaningful consultation with representatives of non-public schools. ODE will also ensure that Grantee receiving ESSER funds will also ensure:
 1. A public agency will maintain control of funds for the services and assistance provided to a non-public school under the ESSER Fund.
 2. A public agency will have title to materials, equipment, and property purchased with ESSER funds.
 3. Services to a non-public school with ESSER funds will be provided by a public agency directly, or through contract with, another public or private entity.
- E. Grantee will comply with the requirements of [section 442 of the General Education Provisions Act \(GEPA\) \(20 U.S.C. 1232e\)](#).
- F. Grantee and any other entity receiving ESSER funds will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. CARES Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
- G. Grantee will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and

99; the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

- H. Grantee and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
- I. Grantee will provide, on request, other data as required.
- J. Grantee will comply with all applicable assurances for Federal Grant Funds as allowed by CARES Act.
 - 1. For a complete list of Title I-A, I-C, II-A, III-A, IV-A, McKinney-Vento, and general assurances visit the [Oregon Department of Education's CIP Budget Narrative – Spending Workbook webpage](#).
 - 2. For a complete list of Perkins V assurances, visit the [Oregon Department of Education's Perkins V webpage](#) and open the Perkins V Annual Statement of Assurances document under Resources.
 - 3. For a complete list of IDEA assurances, visit the Oregon Department of Education's [IDEA Annual Applications](#) website.

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EXHIBIT G

FEDERAL ASSURANCE

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by [section 1352, title 31, U.S. Code](#). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(The rest of this page left intentionally blank.)

EXHIBIT H

USES OF FUNDS

- (1) **Access and Connectivity:** Adequate infrastructure and/or services that enable internet access and connectivity for student learning.
- (2) **Student and Teacher Devices:** Appropriate and user friendly devices for students and teachers to navigate through distance learning curriculums and programs of study.
- (3) **Digital Content and Curriculum:** High quality, adaptable, culturally responsive, and effective digital learning curriculums and content that fosters student learning and engagement.
- (4) **Learning Management Systems:** Online technology that allow educators to successful deliver their teaching content and lessons.
- (5) **Professional Learning for Educators:** Various supports and training that ensure effective use of all digital learning tools.

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Dr. Matthew Bennett, Director of Special Education

Subject: Intergovernmental Agreement (IGA): Gresham-Barlow SD – Open School

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

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

Summary:

An Intergovernmental Agreement (IGA) between the Reynolds School District (RSD) and Gresham-Barlow School District (GBSD).

Gresham-Barlow School District provides a learning specialist for eligible RSD students with disabilities attending Open School.

The existing contract for services covered the period of July 1st, 2018 through June 30th, 2020. The proposed 20-21 contract runs from July 1st, 2020 through June 30th, 2021

Previous Board Action:

The Board previously approved agreement RSD1819.300 in October 2019. The previous two year IGA was between Gresham-Barlow School District, Centennial School District, Parkrose School District, David Douglas School District and Reynolds School District for learning specialists at Rosemary Anderson High School and Open School.

Background:

Open School, a private, alternative high school, has historically has served students who have been expelled or dropped out of their public high school, and provides a final opportunity for them to earn a high school diploma.

Financial Implications:

The 2020-21 budget includes allocation of funds for a Learning Specialist for eligible students attending Open School Per Exhibit 2 of the contract, the full cost of the Learning Specialist is \$100,189.92 (see Exhibit 2).

One time per year Gresham-Barlow School District will invoice Reynolds School District for services provided per this contract based on December 1st census counts (see Exhibit 2).

Each district will be billed based on the percentage of district students receiving special education services at the time of the invoice (see Exhibit 2).

The amount will be variable per district based on their specific student count. Each district will be billed based on the percentage of students receiving special education services at the time of invoice (See Exhibit 2).

Alternatives:

Currently, Reynolds School District students served under this IGA require a level of support only Open School can provide at the present time.

Staff Recommendation:

Staff recommends that the Board authorize the District to enter into an IGA with Gresham-Barlow School District to provide a Learning Specialist for eligible RSD students with disabilities attending Open School.

Motion:

I move that the Board authorize the District to enter into an IGA with Gresham-Barlow School District to provide a Learning Specialist services for eligible RSD students with disabilities attending Open School.



INTERGOVERNMENTAL AGREEMENT (IGA)

BETWEEN

GRESHAM-BARLOW SCHOOL DISTRICT and REYNOLDS SCHOOL DISTRICT

This Intergovernmental Agreement is between Gresham-Barlow School District, hereinafter "GBSD" and the Reynolds School District, hereinafter "RSD", and collectively "the Parties" pursuant to authority granted in ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2020 through June 30, 2021.

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

Payment for Work. There shall be no compensation to or by either party for services under this Agreement other than as described in Exhibit 2

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence (1) This Intergovernmental Agreement document, (2) Exhibit 1 - Scope of Work, (3) Exhibit 2 - Payment for Services; (4) Exhibit 3 - Insurance.

A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** GBSD and RSD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors.
2. **Subcontracts and Assignments.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual Agreement.** GBSD and RSD by written mutual agreement, may terminate this Agreement at any time.
 - b. **For Convenience upon 60 days written notice.** Any party may terminate the Agreement for convenience upon 60 calendar days written notice, except that if the services provided under the contract relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date the individualized education program team determines that the student's placement will be changed unless prohibited by law. Termination shall not prejudice any right or obligation of the parties already accrued under the Agreement prior to the effective date of termination.
 - c. **Breach.** Any party may terminate this Agreement in the event of a material breach by the other party. To be effective, the party seeking termination must give the other party written notice of the material breach, what actions the party seeking termination wants the other party to take/complete in order to cure the material breach, and of its intent to terminate if the material breach is not cured within 15 calendar days. The breaching party shall give the non-breaching party written notice of the actions it took/takes to cure the material breach before the 15 calendar days to cure expires. If the breaching party does not entirely cure the material breach within 15 calendar days from the date of the notice from the non-breaching

party, this Agreement shall automatically terminate, unless the parties mutually agree in writing to extend the timeline to cure.

- d. **Termination** by any party shall not constitute a waiver of any claim any party may assert against the other party under the terms of this Agreement. The parties shall not be liable for indirect or consequential damages arising or resulting from early termination of this Agreement.

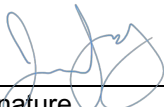
- 4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. This grant of access to records is not intended to waive or prohibit assertion of any privilege or public record exemption applicable to any such records.
- 5. **Ownership of Work.** Parties agree that all work products created by the parties as part of the performance of this Agreement, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the party creating the work product.
- 6. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party.
- 7. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement.
- 8. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for in-person communication or touch with students when not under direct supervision. As required by ORS 181.534 and 326.603, the Parties will work together to ensure that employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any school or other location(s). Parties will work together to ensure compliance with this requirement. When unsupervised contact with students is required under this agreement, before any work begins under this Agreement, Parties shall ensure, at its expense, that any person assigned to perform services under the contract meets all the State of Oregon's school criminal background check requirements. Parties will ensure its employees performing services under this contract will meet all of the State of Oregon's and the Parties criminal background check requirements.
- 9. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.
- 10. **Indemnity and Hold Harmless.** Each party shall perform all services under this Agreement as an independent contractor. Each party shall be responsible exclusively for their respective officers, employees and agents. Each party shall provide for employment related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System/Oregon Public Service Retirement Plan contributions. Each party shall be responsible, subject to the Oregon Tort Claims Act (ORS 30.260-30.300) and State of Oregon constitution, only for the acts, omissions to negligence of its own officers, employees or agents.
- 11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. THE PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

- 12. Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s).
- 13. Waiver, Severability.** The Parties agree that waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 14. Amendments.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 15. Performance audit.** Any party may conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understanding of this Agreement are met.
- 16. Notices.** All notices or demands of any kind required or desired to be given by any party must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the address listed below.

I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.

Gresham-Barlow School District
 Attn: Jordan Ely, CFO
 1331 NW Eastman Parkway
 Gresham, OR 97030

Reynolds School District
 Attn: Business Manager/Director
 1204 NE 201st Ave
 Fairview, OR 97024



 Signature

 Signature

11/3/2020

 Date

 Date

Approved by Legal 12/3/2020

EXHIBIT 1
SCOPE OF WORK

The purpose of this agreement is to set forth the responsibilities of the Parties in providing services to students attending Open School East.

- I. Responsibilities of the Parties:
 - a. Gresham-Barlow School District will:
 - i. Provide an onsite learning specialist to serve each party's students who are attending Open School East.
 - ii. Serve students who have an Individualized Education Plan (IEP).
 - iii. Provide communication with each party's student services team for related services required.
 - iv. Invoice Reynolds School District per Exhibit 2
 - b. Reynolds School District will:
 - i. Pay the Gresham-Barlow School District in a timely manner based on invoice per Exhibit 2
- II. Joint Responsibilities
 - a. Gresham-Barlow School District and Reynolds School District will provide mutual involvement and cooperation in the planning and coordination of services for students attending Open School East.
 - b. For students attending Open School East: each individual school district will provide any related services (outside of speech language services) as outlined in the IEP of the party's student (for example occupational therapist, school psychologist and/or autism consultant).
 - c. Each school district will provide the necessary staff to complete initial and re-evaluations. This may include speech language pathologists, special education teachers, school psychologists and occupational and physical therapists. Each party will complete all evaluations, eligibilities, IEP meetings and placement determination meetings according to federal and state law.
 - d. Each school district will be responsible to attend annual IEP meetings, inviting appropriate Open School East assigned specialists and staff, family and/or students and will follow all procedural safeguards as per federal and state law. arrange a meeting at any time if either program feels staffing and program needs have changed.

EXHIBIT 2

PAYMENT FOR SERVICES

One time per year (based on December 1 Census Count), the Gresham-Barlow School District will invoice Reynolds School District for services provided per this contract based on census counts as follows:

- Actual staffing costs incurred to provide services as outlined in Exhibit 1, Scope of Work, based on the number of students served for the other party district as determined by the December census count. The amount will be variable per district based on their specific student count.
- The full cost of the Learning Specialist for the 2020-2021 school year is \$100,189.92. This full cost includes: compensation for duties at Open School East, PERS-OPSRP, FICA, Workers Comp, Unemployment, Risk Management, Medical/Dental, and Early Retirement.
- Each district will be billed based on the percentage of students receiving special education services at the time of invoice.

EXHIBIT 3

INSURANCE REQUIREMENTS

Each Party shall at all times maintain in force at that Party's expense, each insurance noted below:

Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide worker's compensation coverage in accordance with ORS Chapter 656 for all subject workers. Each Party and all subcontractors of Each Party with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

THIS COVERAGE IS REQUIRED.

Commercial General Liability insurance, on occurrence basis, with a limit of not less than ___ \$500,000 ___ \$1,000,000 **XXX \$2,000,000** each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ___ \$500,000 ___ \$1,000,000 **XXX \$3,000,000**.

This insurance must include contractual liability coverage.

___ Required ___ Not required

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ___ \$500,000 ___ \$1,000,000 ___ \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles. ___ \$500,000

___ Required ___ Not required

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Each Party shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Each Party's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Each Party shall furnish a current Certificate(s) of Insurance to the other Party prior to Contract execution. Each Party shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from Each Party to the other Party. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the other Party, its agents, officers, and employees are Additional Insured's with respect to Each Party's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No work shall commence until the other Party receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the other Party.

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

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Hank Bauer, Administrative Analyst for Assistant Superintendent of Student & Family Services

Subject: Intergovernmental Agreement (IGA): Multnomah County Health Department

Policy: [Human Sexuality, Aids/HIV, Sexually Transmitted Disease, Heath Education - IGA](#)

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

Summary:

Intergovernmental Agreement (IGA) between the Reynolds School District (RSD) and the Multnomah County Health Department (MCHD).

The MCHD will provide evidence-based curricula, including scheduling class time in middle schools high schools during a mutually agreed upon time (health classes or other time) for the 2020-21, 2021-22, 2022-23 school years.

The proposed contract runs from July 1, 2020 through June 30, 2023.

Previous Board Action:

Not Applicable

Background:

MCHD has been awarded funding to provide comprehensive sexuality education in partnership with community-based organizations that are best equipped to reach youth in high-need populations.

Financial Implications:

The maximum payment under this contract, including expenses, is \$15,000. The annual amount for this contract is \$5,000 available on this fiscal year which runs July 1 – June 30.

Alternatives:

Alternatively, there would not currently be another option to provide evidence-based comprehensive sexuality education to Reynolds School District students.

Staff Recommendation:

Staff recommends that the Board authorize the District to enter into an IGA contract with the Multnomah County Health Department to provide comprehensive sexuality education to middle and high school students.

Motion:

I move that Board authorize the District to enter into an IGA with Multnomah County Health Department to provide comprehensive sexuality education to middle and high school students.



CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** HD-IGA-E-12785-2021 **Amendment** n/a is ready for your signature.

STEP 1: Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A **OR** B if it applies)
- Exhibit 4 – Workers’ Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Exhibit 7 – Criminal History Records Check Certificate
- ARRA EEO
- Other:

STEP 2: Return the following documents to the County:

- A **complete copy** of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.

Return the documents by one of the following methods:

Scan and email the Contract to: centralcontracts@multco.us

OR

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing
 ATTN: Contracts
 501 SE Hawthorne Blvd., Suite 125
 Portland, Or 97214

STEP 3: No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Donna DuBois 503-988-9287 donna.dubois@multco.us

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Kristina Kolata, (503) 988-7505

Email:



INTERGOVERNMENTAL AGREEMENT

Contract Number HD-IGA-E-12785-2021

This is an Agreement between REYNOLDS SCHOOL DIST #7 (Contractor) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: REYNOLDS SCHOOL DIST #7
CITY, STATE, ZIP: 1204 NE 201st Ave

Contract Documents. This Contract includes the following attached documents:

Attachments

Attachment Letter	Description
F	Post Federal Award Requirements Standards

PURPOSE:

Multnomah County Health Department (MCHD) has been awarded funding to provide comprehensive sexuality education in partnership with community-based organizations that are best equipped to reach youth in high-need populations.

This contract outlines the joint collaboration between the MCHD and Reynolds School District (RSD) to implement evidence-based interventions in middle and high school settings, co-develop and implement training(s) related to comprehensive sexuality education, and support activities that engage parents/guardians and trusted adults; within identified schools in the RSD in Multnomah County, Oregon, under the Teenage Pregnancy Prevention (TPP) funding, Adolescents and Communities Together (ACT) grant.

Services outlined below will be conducted throughout the duration of this contract unless otherwise noted.

The Parties agree as follows:

1. **TERM.** The term of this agreement shall be from Wednesday, July 01, 2020 to Friday, June 30, 2023. This agreement may be renewed each year during that time period as the grant allows renewed.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$15,000. The annual amount for this contract is \$5,000 available on the fiscal year which runs July 1- June 30.
3. **RESPONSIBILITIES OF CONTRACTOR.** The Contractor agrees to:
 - A. Facilitate communication between school administration and teachers to ensure successful delivery of evidence-based curricula, including scheduling class time in middle schools (grades 6th, 7th, and 8th) and in high schools during a mutually agreed upon time (health classes or other time) for the 2020-21, 2021-22, 2022-23 school years.
 - B. Participate (as interest and capacity allows) in mutually agreed upon activities and deliverables as outlined in the ACT Program work plan during the planning period (July 1 2020 through December 31 2020) including:
 - i. Assessment of selected curricula for medical accuracy, age appropriateness for Middle School and High School curricula, using assessment tools provided by or meeting requirements of the grantor.

- ii. Assessment of selected curricula for cultural inclusiveness, trauma, and LGBTQ inclusivity informed approaches, and identity affirming content in partnership with community based organizations.
 - iii. Determining and developing adaptations, including supplemental material development as needed, to ensure curricula meet standards determined by the grantor, and Oregon Department of Education standards for sexuality education.
 - C. Participate in activities and deliverables as outlined in item 5 and the ACT Program work plan during the implementation period (January 1 2021 through June 30 2023)
 - D. Have teachers and staff attend training(s) to support comprehensive sexuality education implementation
 - E. Provide teachers or administrative staff to schedule and facilitate:
 - i. Evidence-based curricula (Get Real in middle schools and Positive Prevention Plus in high schools) reaching an estimated 1,663-3,325 students per year (minimum 1,352 middle school, 311 high school) towards 25% saturation of Multnomah County.
 - ii. Parent/caregiver programming including information sessions, parent education nights, and other engagement opportunities.
 - iii. Observations of delivery of curriculum in school settings as required by the grantor.
 - iv. Collect any data and evaluation information as needed to meet requirements of the grantor and to aid in continuous quality improvement throughout the duration of the grant.
 - F. Submit required documentation as outlined in the grant and mutually agreed upon (invoices, quarterly reports, observation feedback forms/evaluations etc.)
 - G. Participate in communications efforts as outlined in the ACT Program work plan and as mutually agreed upon.
 - H. Participate in quarterly Community Advisory Group (CAG) meetings and workgroups as mutually agreed upon.
 - I. Participate in sustainability planning and capacity building activities including but not limited to: succession planning, resource allocation, and Memoranda of Understanding (MOUs) for continued partnership without funding if needed and as mutually agreed upon.
 - J. Given various external circumstances that may affect program implementation, additional changes to the scope of work may be made via email as mutually agreed upon.
- 4. **RESPONSIBILITIES OF COUNTY.** The County will support the work of Reynolds School District as follows:
 - A. Provide data to support and determine focus population for ACT Program work plan and logic model as required by grantor.
 - B. Develop and finalize intergovernmental agreements (IGAs) with school districts, contracts with community-based organizations, and MOUs with non-funded implementation partners

- C. Provide project management and oversight for all aspects of the ACT program including:
- D. Participate in activities and deliverables as outlined in the ACT Program work plan during the planning period (July 1 2020 through December 31 2020) including:
 - i. Coordinate the assessment of selected curricula and supplemental materials for medical accuracy, age appropriateness, LGBTQ inclusivity, cultural inclusiveness, trauma informed approach, and identity affirming content using assessment tools provided by or meeting requirements of the grantor, where applicable.
 - ii. Coordinate outreach and planning activities with school districts and community based organizations.
 - iii. Coordinate determining and developing adaptations, including supplemental material development as needed, to ensure curricula meet standards determined by the grantor, and Oregon Department of Education standards for sexuality education.
 - iv. Coordinate the monthly Community Advisory Group (CAG) meetings and workgroups.
- E. Coordinate and participate in activities and deliverables as outlined in the ACT Program work plan during the implementation period (January 1 2021 through June 30 2023)
- F. Co-develop, and implement training(s) for teachers, adult mentors, parents/guardians and trusted adults, to support comprehensive sexuality education in Multnomah County in coordination with RSD and other partners.
- G. Provide sexual health educators to work with RSD as needed and to coordinate overall implementation.
- H. Provide observations of delivery of curriculum in school settings during mutually agreed upon time as required by the grantor.
- I. Coordinate the collection and evaluation of program data and generate periodic reports of program outcomes to funding sources and other stakeholders, and funding evaluation of the project.
- J. Coordinate and participate in communications efforts as outlined in the ACT Program work plan and as mutually agreed upon with ACT partners.
- K. Submit all required documentation (reports, financial statements etc.) in a timely manner and as required by the grantor.
- L. Maintain accurate records and documentation of all grant related activities.
- M. Coordinate and participate in sustainability planning and capacity building activities including but not limited to: succession planning, resource acquisition, and MOUs for continued partnership without funding if needed and as mutually agreed upon.
- N. Given various external circumstances that may affect program implementation, additional changes to the scope of work may be made via email as mutually agreed upon.

5. **TERMINATION.** This agreement may be terminated by either party upon (90) day's written notice.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of the Contract. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of the Contract.
7. **INSURANCE.** Each Party shall each be responsible for providing worker's compensation insurance as required by law. Neither Party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each Party shall comply with all federal, state and local laws and ordinances applicable to the Contract.
9. **NON-DISCRIMINATION.** Each Party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each Party shall have access to the books, documents and other records of the other which are related to the Contract for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither Party will subcontract or assign any part of the Contract without the written consent of the other Party.
12. **PAYMENT/BILLING** Reynolds School District shall be paid for work on the following basis and submit invoices as follows:
 - A. Both parties agree that this Contract is subject to the availability of funds.
 - B. MCHD will reimburse RSD monthly upon receipt of an itemized invoice referencing Multnomah County contract HD-IGA-E-12785-2021 and the following:
 - i. A monthly line-item expenditure report detailing allowable expenses AND
 - ii. Quarterly data shared showing satisfactory progress in completion of agreed upon work
 - C. MCHD will not release RSD monthly payment until the monthly line- item expenditure report and satisfactory quarterly narrative progress reports have been received. If progress is not satisfactory, MCHD will contact RSD to set up a time to discuss a plan to address concerns.
 - D. All invoices must be billed to "Multnomah County" and include the following information:
 - i. Invoice number and invoice date,
 - ii. Vendor name and address,
 - iii. Multnomah County contract number,
 - iv. Description of goods and/or services delivered,
 - v. Detail units of measure, price per unit, extended amount per line items; and
 - vi. Total invoice amount.
 - E. Invoices and monthly line-item expenditure reports shall be submitted to MCHD on or before the 15th of the month following the reporting period.

F. Invoices, monthly line-item expenditure reports, and quarterly narrative progress reports shall be submitted to:

- i. Sarah Fast
sarah.fast@multco.us
- ii. Cc'd to Sonja Hendrix
Sonja.d.hendrix@multco.us

13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This Contract is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes, but does not constitute a delegation of any inherent governmental responsibilities.

14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR 200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section 200.331 (see **Attachment F**). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
93.297	Adolescents and Communities Together 2020 (ACT 2.0)	\$15,000.00

15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:

- A. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, and County financial procedure in the *Countywide Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records will be up-to-date and will accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with GAAP, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by Contractor under this Contract will be accessible to County upon request.
- B. Contractor will be subject to a County fiscal compliance review to monitor compliance with County’s financial reporting and accounting requirements. The review will be completed periodically, as described in the *Countywide Fiscal Policies and Procedures Manual*.
- C. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, will meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements “Audits of States, Local Governments, and Non-Profit Organizations” (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014, and earlier).
- D. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public

Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- E. Limited scope and full audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* will be submitted to County within 30 days from the date of the report, but in no case later than nine months after the end of Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. DATA USE.

- A. The Parties agree to share the data identified in this contract, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in this contract for the purposes described in this contract.
- B. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.
- C. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
 - I. Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - II. Contractor acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. Contractor will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
 - III. Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any

breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.

IV. Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.

D. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

17. ADDITIONAL TERMS AND CONDITIONS:

- A. **FUNDS AVAILABLE:** In the event that funds cease to be available to the County in the amounts anticipated for this agreement, County may terminate or reduce the scope of services to be provided and contract funding accordingly.
- B. **PROPERTY OF COUNTY:** All work products that result from the Contract shall be the exclusive property of the County.
- C. **RECORD CONFIDENTIALITY:** Each party to this agreement shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

18. THIS IS THE ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Parties. This Contract may be modified or amended only by the written agreement of the Parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: HD-IGA-E-12785-2021

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: _____

Name (print): _____ Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Brian R. Smith for Deborah Kafoury Date: 12/8/2020

Department Director Review (optional):

Director or Designee: _____ Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____ Date: _____

ATTACHMENT F

**Multnomah County Services Contract
Contract Number: HD-IGA-E-12731-2021**

POST FEDERAL AWARD REQUIREMENTS STANDARDS

In accordance with CFR 200, Subpart D—Post Federal Award Requirements Standards for Financial and Program Management, §200.331 – Requirements for Pass Through Entities, and based on the information provided to Multnomah County (the County) by its awarding agency, the County is providing the following federal award information:

	A
Subrecipient Name	Reynolds School District #7
Subrecipient DUNS #	086622719
Name of Federal Awarding Agency	Department Health & Human Services – Public Health Service
Name of Pass-through Entity	N/A
CFDA #	93.297
Program Name	Adolescents and Communities Together 2020 (ACT 2.0)
Federal Award ID #	1 TP1AH000243-01-00
Federal Award Date	June 23, 2020
Subaward Period of Performance:	
Start Date	July 01, 2020
End Date	June 30, 2023
Amt of Federal Funds Obligated by this Action	\$15,000
Total Amt of Federal Funds Obligated to Subrecipient	\$15,000
Federal Awarding Contact Info	Minju Kim 1101 Wootton Pkwy Rockville, MD 20852-1059 Phone: 240-453-6825
Pass-through Entity Contact Info	Ms. Tameka Brazile 619 NW 6th Ave Portland, OR 97209-3964 Phone: 503-988-7760
Research & Development Award? (Yes/No)	No
Indirect Cost Rate for Award (%)	10%
Is De Minimis Indirect Rate Being Charged? (Yes/No)	YES

To: Board of Directors

From: Dr. Nicole MacTavish, Chief Academic Officer

Prepared by: Debbie Nicolai, Director of Curriculum, Instruction & Innovation

Subject: Interagency Agreement with Mt. Hood Community College

Policy: [Expanded Options Program - IGBHE](#)

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #3: We believe that high-quality first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.

Summary:

The Interagency Agreement with Mt. Hood Community College allows Reynolds' students to enroll in Dual Credit courses, Career Technical Education courses, Middle College courses, Expanded Options courses, and Alternative Education Services provided at and/or through Mt. Hood Community College.

Please refer to the following attachment: MHCC 2020 – RSD2021 Middle College Interagency Agreement.

Previous Board Action:

The Board has approved this agreement to offer Expanded Options Programs in the past.

Background:

Reynolds School District partners with MHCC to offer college level coursework and alternative education options to high school students.

Financial Implications:

The cost of programming varies by the number of students enrolled. Sufficient funding to cover all costs of programming is held in the Teaching and Learning budget, with a current balance in excess of \$220,000 available for this school year.

Alternatives:

There is no alternative Interagency Agreement available to offer these programs to students.

Staff Recommendation:

Staff recommends the Board approves the MHCC Interagency Agreement to provide Dual Credit, Career Technical Education, Middle College, Expanded Options, and Alternative Education Services to Reynolds' students.

Motion:

I move that the Board approves the Interagency Agreement with Mt. Hood Community College.



Interagency Agreement
between
Mt. Hood Community College District
and
Reynolds School District

This is an Agreement between the Mt. Hood Community College District, hereafter referred to as the College (College) and Reynolds School District, hereafter referred to as the School District (School District).

PURPOSE:

The purpose of this agreement is for the College and School District to provide educational services to students of the School District pursuant to the specific attachments contained herein. **(Check only those that apply.)**

- ✓ Attachment A: College Now – Accelerated College Credit
- ✓ Attachment B: Middle College
- ✓ Attachment C: Senate Bill 300- Expanded Options
- ✓ Attachment D: Alternative Education Services (ABE/GED/ESL)
- ✓ Attachment E: Gateway to College

The parties agree as follows:

1. Terms: The terms of this agreement from the date of signature of both parties until June 30, 2021.
2. Termination: This agreement may be terminated by either party upon 90 days of written notice.
3. Indemnification: Subject to the conditions of limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the School District shall indemnify, defend and hold harmless the College from and against all liability, loss and costs arising out of or resulting from acts of the School District, its officers, employees and agents in the performance of this agreement. Subject to the conditions of limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the College shall indemnify, defend and hold harmless the School District from and against all liability, loss and costs arising out of or resulting from acts of the College, its officers, employees and agents in the performance of this agreement.



4. Insurance: Throughout the term of this Agreement, College and School District shall maintain, at each party's sole cost and expense, policies of insurance or self-insurance providing coverage for general liability in the minimum amount of \$2 million per occurrence, \$3 million annual aggregate, or as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

The College and School District also agree to maintain workers' compensation insurance covering all personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. As evidence of the insurance coverages required by this Agreement, the College and School District shall furnish each other acceptable insurance certificate(s) upon request.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days prior written notice.

5. Applicable Law: This agreement shall be covered by the laws of the State of Oregon. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
6. Arbitration: If any dispute arises between the parties, either party may request arbitration. The parties shall choose an arbitrator. If the choice of an arbitrator is not made within ten (10) days, then either party may apply to the presiding judge of the Multnomah County Oregon Circuit Court for the appointment of the required arbitrator. The arbitrator shall proceed according to the Oregon Uniform Arbitration Act, ORS 36.600 et seq., and the award of the arbitrator shall be binding upon both parties.
7. Non-Discrimination: Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. Disability Services: College staff will not adapt instructional content for students. MHCC personnel will not participate in Individuals Education Program (IEP) meetings or implementation. It is the responsibility of the resident high school to provide any disability or special education services required in an IEP. The College does not provide disability testing.
9. FERPA: Each party will abide by the Family Educational Rights and Privacy Act (FERPA) as it applies to each party, even when those requirements are different for the School District and the College.
10. Non-Employee Relationship: Each party agrees that employees, officers and agents, engaged in the performance of this agreement, shall not be considered employees, agents, or officers of the other for purposes of this agreement.



11. Subcontracts and Assignments: Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. Entirety of the agreement: This Agreement, with any written attachments, constitutes the entire agreement between the parties. If any part of this agreement is deemed invalid, the remainder of the agreement shall remain in force. This Agreement may only be amended or modified by written agreement of both parties.

For Mt. Hood Community
College District

For School District

Dr. Lisa Skari
President

Nicole MacTavish
Chief Academics Officer

Date

Date

Approved by Legal 12/14/2020



Attachment A: College Now- Accelerated College Credit (Dual Credit)

Purpose: This attachment constitutes an agreement between Mt Hood Community College (College) and Reynolds School District (School District) for the purposes of providing instructional services at and by the School District, articulating as specific Accelerated College Credit courses and credits at the College including Lower Division Collegiate and Career Technical Education courses.

General Provisions:

1. Students eligible to be served under this agreement must be registered with the School District. The number of students registered for each course section will be subject to the discretion of the School District and the appropriate College administrator.
2. The earning of credit at the College does not automatically enroll a student in any College certificate or degree program. College admissions procedures and requirements must still be met.

Responsibilities of the College:

1. The College will provide to the School District, and update as needed, instructor qualifications as required by Oregon law, state regulation, or College Board policy.
2. The College will provide to the School District, and update as needed, the approved course outlines for any Lower Division Collegiate or Career Technical Education course requested by the School District for consideration under this agreement.
3. The College will approve, if warranted, instructors and courses to be offered through this agreement, in a timely way and will notify the School District's contact person of all decisions within 60 days of the School District's application.
4. The College will provide the means for students to register for the appropriate course through the electronic registration system or paper registration form and transcript applicable grades and credits. Within 30 days, the College will inform the School District of timelines, deadlines and any changes in process or procedure for registration and grade submission.
5. The College will designate an individual as the School District's point of contact for the purposes of this agreement.

Responsibilities of the School District:

1. The School District will request approval of qualified instructional staff prior to the delivery of the Lower Division Collegiate or Career Technical Education course by the



instructor. All requests will be accompanied by the instructor’s resume and an official copy of any qualifying transcripts. Upon approval, qualified instructional staff must complete the College’s on-line training on the Family Educational Rights and Privacy Act (FERPA).

2. The School District will request approval of specific courses to be taught by the qualified instructional staff prior to delivery of the Accelerated College Credit course.
3. The School District will assure that all class hours and content for approved courses shall comply with minimum requirements as stated in state law and policy as well as College policies and regulations. Depth, scope, student learning outcomes and competencies shall be consistent with like courses offered at the College. Copies of all high school course outlines for approved courses will be provided to the college annually and shall be on file at the college. Course outlines shall include student learning outcomes, student activities, and evaluation criteria.
4. The School District shall assure that all student registrations for approved courses and grades assigned by the high school instructor are submitted on approved forms and/or electronic grading process and in accordance with timelines established by the College.
5. The School District shall provide instructional staff, classroom space, instructional materials and equipment at no cost to the College.
6. The School District shall provide to the College, annually, a list of all Lower Division Collegiate and Career Technical Education courses and approved instructors it plans to offer for the academic year, no later than Sept. 1, of each year.
7. The School District will designate an individual as the College’s point of contact for the purposes of this agreement.
8. The School District shall inform eligible students and their families about this option and provide students information about registration processes, requirements, and deadlines.

_____ (init) _____ (init) _____
MHCC School District Date



ATTACHMENT B: Middle College

Purpose: This attachment constitutes an agreement between Mt Hood Community College District (the College) and Reynolds School District (the School District) for the purpose of providing instruction services through a Middle College program. The Middle College is designed to provide an opportunity for students of the School District to complete high school while attending classes at the College and simultaneously earning College credit.

General Provisions:

1. Students eligible to be enrolled under this agreement must be registered with the School District. The total cap for Middle College students shall be 42 students.
2. Students will be required to enroll in HD100A (College Success) and pass with a grade of “C” or higher as a prerequisite for admission into the Middle College Program. Alternatively, upon recommendation of the student’s counselor, s/he may take the Summer Bridge seminar to replace HD100A.
3. The College and the School District agree to provide necessary staff and resources to offer the program, identify and select students, communicate with students and their families, and create, implement and monitor the program for the duration of the agreement.

Responsibilities of the College:

1. The College will identify a College employee as the primary contact for the School District for purposes of executing this agreement.
2. The College will provide Middle College students access to all credit-bearing classes and services of the College and will cooperate and share information with the School District for the purpose of supporting the success of Middle College students.
3. The College will provide enrollment information and a quarterly billing to the School District.
4. The College will provide the School District with grades for each student for each term of enrollment. The College retains the right to declare a student ineligible for continued enrollment through this agreement if the student fails to maintain satisfactory academic progress (SAP) as defined for general students at the College. In such cases, the College will inform the School District of any such decision within 5 working days from the time the student has been notified about not maintaining SAP.
5. The College will bill students for student-incurred costs in excess of what is covered by the School District.



- 6. The College will track textbooks and supplemental materials required for students’ classes and provide the School District with a refund check for all “Bookstore Buybacks” as applicable.

Responsibilities of the School District:

- 1. The School District will identify a School District employee as the primary contact for the College for purposes of executing this agreement.
- 2. The District will establish an Equity Informed student selection criteria. The District and College will collaborate to follow and implement the selection criteria up to the capped number of students named above.
- 3. The School District will arrange payment to the College for \$1600 for tuition and fees for 12 credits per student per term, an annual \$200 for specialized support services per student per year, and costs for all textbooks and supplemental materials required for classes. If the cost of 12 credits exceeds \$1350, then the remaining balance above \$1350 shall be paid by Reynolds School District Measure 98 Funds. Tuition and fees for students who opt to take more than 12 credits per term remain the responsibility of the student or family. Costs to be paid by students are limited to those allowed in ORS 339.155.
- 4. Upon payment of tuition invoice within 30 days for 3 consecutive terms within a single academic year, the School District will receive a reimbursement based on the following discount program:
 - 0-30 registered students = 0% discount
 - 31-60 registered students = 2.5% discount
- 5. The School District will provide transportation from the School to the College as deemed necessary by the School District.
- 6. All nonreturnable textbooks and supplemental supplies shall become property of the School District; the College shall assist the School District in reallocating purchased books to other Middle College students whenever possible.

_____ (init) _____ (init) _____
 MHCC School District Date



Attachment C: Oregon Senate Bill 300- Expanded Options

Purpose: This attachment constitutes an agreement between Mt. Hood Community College District (College) and Reynolds School District (School District) for the purpose of providing instructional services pursuant to Oregon's Senate Bill 300- Expanded Options. Senate Bill 300 is designed to promote opportunities for public high school students to earn college credit. In addition, the purpose of the Expanded Options Program includes:

- Create a seamless education system for public school students enrolled in grades 11 and 12 to have additional options to continue or complete their education
- Earn concurrent high school and college credits
- Gain early entry into post-secondary education
- Promote and support existing accelerated college credit programs
- Support development of new programs unique to a community's secondary and post-secondary relationships and resources
- Allow eligible students who participate to enroll full-time or part-time in an eligible post-secondary institution
- Provide public funding to the eligible post-secondary institution for educational services to participating eligible students to offset the cost of tuition, fees, textbooks equipment and materials
- Provide college credit opportunities for high school aged at-risk Students and drop outs. (At-risk is defined as a student who qualifies for a free or reduced lunch program.)
(Source: Guidance for Temporary Rules Adopted by the State Board of Education- December 2, 2005)

General Provisions:

1. Students eligible to be served under this agreement must be registered with the School District, and shall be at least 16 years of age and in grades 11 or 12, have developed an educational learning plan, have not successfully completed four years of high school, or have completed course requirements for graduation but not received a diploma.
2. Eligible students do not include foreign exchange students enrolled in a school under a cultural exchange program.
3. The College and the School District will provide necessary staff and resources to offer the program, identify and select students, communicate with students and their families, and create and monitor the program for the duration of the agreement.
4. The College and School District will jointly determine eligible courses for student enrollment under the Expanded Options program, consistent with statute and rules adopted by the Oregon State Board of Education. Eligible classes may be both academic



and career-technical courses; non-sectarian courses that may lead to high school completion, certificate, professional certification, associate degree or baccalaureate degree; credit distance education courses. Eligible courses may not duplicate courses available from the School District.

Responsibilities of the College:

1. The College will identify a College employee as the primary contact for the School District for purposes of executing this agreement.
2. The College will provide Expanded Options students access to all eligible classes and services as defined in Oregon Administrative Rules (OARs) or Temporary Rules and to cooperate and share information with the School District for the purpose of supporting the success of Expanded Options students.
3. The College shall provide enrollment information and a quarterly billing to the School.
4. The College shall provide the School District with grades for each student for each term of enrollment. The College retains the right to declare a student ineligible for continued enrollment through this agreement if the student fails to maintain satisfactory academic progress as determined by college regulations. In such cases, the College will inform the School District of any such decision within five working days from the time the student has been notified about making satisfactory academic progress (SAP).
5. Participation by eligible students in the Expanded Options Program is contingent on the student's acceptance by the College and satisfactory academic progress.

Responsibilities of the School District:

1. The School District will identify a School District employee as the primary contact for the College for purposes of executing this agreement.
2. The School District will abide by all provisions of Oregon Senate Bill 300, the Guidance for Temporary Rules approved by the Board of Education on Dec. 2, 2005, and OAR 581-022-1360 (Expanded Options Annual Notice) and OAR 581-022-1361 (Expanded Options Program Annual Credit Hour Cap) temporary rules. If new legislation or rules are approved at a later date, the School District will abide by the new legislation or rules.

Prior to February 1 each year, the School District will notify all high school students and their parents or guardians of the SB300 Expanded Options Program, pursuant to Oregon administrative rules (OAR 581-022-1360).

3. The School will pay Mt. Hood Community College the College's regular tuition and fees, including a \$25 admission fee, for all classes taken by students of the School enrolled in the Expanded Options Program up to a maximum of 45 college credits per year per



student, and up to the credit cap established by OAR 581-022-1361 (Annual Credit Hour Cap- Temporary Rule). The Credit Hour Cap is limited to an amount equal to the number of School District students enrolled in grades 9-12 multiplied by a factor of 0.33. (For each 100 students in grades 9-12, the Credit Hour Cap would equal 33 quarter credits.)

- 4. The School District will establish a process for selecting eligible students for participation in the Expanded Options Program if the School District determines not to exceed the Credit Hour Cap. In such a case, the selection process will give priority to “at-risk” students as defined in statute or rules adopted by the State Board of Education.
- 5. The School District will purchase all required text books or required instructional materials for its students in the Expanded Options Program, and provide transportation from the School to the College as deemed necessary.
- 6. All text books purchased by the School District shall become property of the School District; the College shall assist the School District in reallocating purchased books to other Expanded Options Program students whenever possible.

_____ (init)
MHCC

_____ (init)
School District

Date



**Attachment D: Alternative Education Services
ABE/GED/ESL**

Purpose: This attachment constitutes an agreement between Mt Hood Community College District (College) and Reynolds School District (School District) for the purposes of providing alternative education services to students who are in need of ABE, GED, and ESL activities.

General Provisions:

Agreed whereas the School District desires to contract for alternative education services to meet the learning needs of students approved by the School District to participate in an alternative education program; and the College has submitted to the School District a description of the alternative education program it intends to offer to students of the School District, a copy of the program intentions are attached to this agreement.

Responsibilities of the College and School District:

1. The District agrees to contract with the College to serve students in full-time College alternative education instruction, including ABE, GED, ESL, and case management. Full-time instruction means:
 - **Large Group** (instruction provided to a class of 16 or more students) and Case Management. Thirty hours per week per student is equivalent to full time
 - **Intermediate Group** (instruction provided to a class of 6-15 students). Twenty-two and one-half hours per week per student is equivalent to full time.
 - **Small Group** (instruction provided to a class of 2-5 students). Fifteen hours per week per student is equivalent to full time.
 - **Tutorial** (instruction provided to one student). Five hours per week per student is equivalent to full time.
2. The College will be eligible to bill the District 80% of the daily State School Support per pupil funding received (based on a 175 day equivalent) multiplied by the full day equivalent daily attendance of students enrolled in the program under the terms of this agreement. The college will bill the District at the end of state reporting periods December 31 and June 30 for each period under the agreement.
3. The College agrees to provide all services, records, evaluations and processes contained in the attached service description. At all times these services will comply with the GED Option Program Requirements (contained in the GED Option Program Application) as approved by the Oregon Department of Education for the District.
4. The District is not obligated under the terms of this agreement to refer a minimum number of students. It is further acknowledged that all referrals will be made on an individual basis to benefit students who are in need of such services.



5. Either party may initiate negotiated changes to this contract at any time. All such changes mutually agreed upon will be reduced to writing, signed by both parties, and attached to this contract as amendments.
6. The parties acknowledge that no relationship is established by this contract beyond the scope of those rights and obligations specified herein. The District exercises no control over the programs of the College; is not responsible for the acts of the College; and assumes no specific responsibilities to the College except those specified under the terms of this contract. Failure of the District to adequately monitor the College's performance, or to strictly enforce the terms of this contract shall not relieve the College's obligations and liability to the District and third persons.
7. This agreement shall terminate on June 30, 2020. Either party, upon 30-days written notice, may terminate this contract in whole or in part.
8. Both the College and the District are public bodies, subject to the Oregon Tort Claims Act, and each carries insurance which it deems adequate for the performance of its activities. Each party will perform its duties under this agreement in compliance with the applicable laws, and so as not to cause the other party to become legally liable for the acts or omission of such party. Neither party shall be deemed to be the agent of the other by virtue of this Agreement, nor shall any officer, employee, agent or independent contractor of one party be deemed the officer, employee, agent or independent contractor of the other. To the extent permitted by law, each party agrees to defend, indemnify and hold the other party harmless from any loss, damage, or claim arising out of the acts or omissions of the agreeing party or its officers, agents, or employees.

____ (init) _____ (init) _____
MHCC School District Date



Intent

To offer educational services for at-risk (including non-native English speakers School District students, ages 16-21 years. In order to better serve these high risk students who are currently unsuccessful in public school settings, Mt. Hood Community College (MHCC) will offer flexible alternative education classes/services at no cost to the students. The purpose of this effort is to share resources, expertise, and costs, as well as “retrieve” dropouts and potential dropouts.

Goals

- To increase reciprocity between MHCC and the School District.
- To reduce the high school dropout rate.
- To provide an environment in which attendance, performance, evaluation, and work expectations are clearly defined.
- To encourage students to remain in public schools.
- To better prepare students to enroll into further education and to pursue a career pathway.
- To develop positive attitudes toward education.
- To share the financial burden of providing services to students who need alternative education.

Student Profile

Students who possess one or more of the following characteristics may be appropriate for referral for services at MHCC:

- 1) Students who have dropped out of high school.
- 2) Students who are credit deficient and likely to drop out before graduation.
- 3) Students needing the GED and/or basic academic skills development.
- 4) Students 16-21 years old and eligible for state reimbursement.
- 5) Students who have adequate skill levels but need to change unsuccessful behavior.

Program Process

- 1) Identification of student by high school administrator/counselor.
- 2) Completion of referral forms to MHCC.
- 3) Completion of student referral/release of information.
- 4) Administration of assessment instruments at MHCC.
- 5) Development of alternative education plan.
- 6) Participation by MHCC instructional staff on student progress.
- 7) Generation of progress and attendance reports by MHCC classroom instructors and administrative staff.

Program Outcomes



- 1) Student is retained in high school until graduation
- 2) Student returning to high school
- 3) Student attaining a GED
- 4) Student entering MHCC or other post-secondary training
- 5) Student gaining employment

Description of Program Services (Students will receive one or more of the following services.)

- 1) Assessed in reading, mathematics, and writing through MHCC's JumpStart and orientation class for expedited entry into appropriate GED prep classes.
- 2) Intake interview to determine student skill levels, interests, and goals for appropriate class enrollment. Student will have assistance in registering for classes.
- 3) Orientation to Mt. Hood Community College and MHCC alternative learning options. Students will have access to advising services to prepare for further post-secondary education, career pathway, and/or vocational training options. In addition, students will be assisted in transitioning back to public high school or to other MHCC programs or trainings.
- 4) Parent orientations or conferences will be available, if requested. Instructors be available to meet with parents when necessary throughout program for student follow-up progress.
- 5) Instructional services are available in several forms such as: large groups, small groups, tutorial, and computer assisted are all available. Instruction includes: basic skill level development in reading, writing, and mathematics; advances level instruction in reading, writing, and mathematics, career and college awareness activities, and final GED test preparation.

Other Services

- 1) Workshops and advising sessions on how to apply for financial aid and other scholarship and MHCC tuition waiver opportunities.
- 2) Goal setting related to career planning, college and employment services.
- 3) Accessing college services i.e. library resource center, counseling and advising, Accessible Education Services, employment information and recreational facilities.
- 4) Referral to community resources for personal health and diagnostic testing.

Retention

- 1) Students must meet attendance requirements based on all classes enrolled in outlined on the course syllabus. Students must meet academic progress for continuation of program courses/services or will be given a referral to other services/programs. On request all parties involved with said student will meet to discuss student progress.

Accounting

- 1) Students receiving alternative education services will remain on the rolls of the District. Their permanent records will remain at the District.



- 2) These students will be counted as full-time equivalent (FTE) basis at the District so that the accounting process will not restrict the student's return to the District.
- 3) Basic school support will be requested by the District for the students on a full-time equivalency basis.
- 4) Complete and appropriate records will be maintained by MHCC in accordance with District and Oregon Department of Education.
- 5) Districts will be billed by MHCC according to the contract terms according to student population and specific services.

Transportation

For the services provided at the MHCC campus, students will provide their own transportation. Some transportation resources are available through Adult Basic Skills and partner programs.



Attachment E: Gateway to College

The Reynolds School District (herein called “the District”) for the benefit of Mt. Hood Community College (herein called “the College”) enters the following contract and for the terms of which witness the following:

1. Purpose: The purpose of this agreement is to facilitate cooperation between the College and the District in the provision of instruction of courses on the College campus for the District and college credit for instruction through the Gateway to College Program.
2. Gateway to College Program: The Gateway to College program is designed to help 16-21 year old students that have left high school without earning a diploma to return to education and gain a high school diploma awarded by the sending school district while earning college credit at the College. Additionally, Gateway to College serves as an educational option for students identified by the district as at-risk of disconnecting from school and /or significantly behind in credits AND able to benefit from the program. Students will participate in small classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will begin course work toward a chosen field of study and earn their high school diploma while accruing credits toward their certificate or degree program. There is no cost to the student.
3. Provision of Courses: The College will give college credit courses for which an articulation agreement approved by the State Board of Education has been signed. Students must be enrolled in approved dual credit courses to receive both high school and college credit for the courses. Staff will evaluate students’ readiness and help them to enroll in a combination of college or high school courses according to their individual needs and gaps in their high school diploma requirements.
4. Instruction of Courses: The College will monitor the instruction of the above courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Oregon, and the District. The College will designate staff personnel to monitor and assure adherence to these standards.
5. Facilities: Courses will be conducted on the College campus. The College will provide facilities on the campus as needed.
6. Tuition and Fees: Tuition and fees for high school and college classes will be paid by the Gateway to College program with funds provided by participating school districts.
7. School District Apportionment: The cost of the program will be shared between the School District and the College. Each school district will be invoiced by the College \$6,000 per student annually. One-third of this amount shall be invoiced two weeks after the beginning of each Fall, Winter, and Spring Quarter for each student enrolled at that time.



8. Books and Supplemental Materials: All textbooks and supplemental materials required for classes will be provided by the Gateway to College program.
9. Advisory Board: An Advisory Board will be established to support the implementation of the program. The Advisory Board will consist of school district liaisons, MHCC Gateway to College staff, and perhaps others. The Advisory Board will meet quarterly or as needed. The Advisory Board will provide feedback, evaluation, and recommendations for the program to ensure student success, address barriers, and review articulation agreements.
10. Enrollment: Students enrolling in the program must meet the following criteria:
 - a) Applicants must be at least 16 years of age and not older than 20 years of age at the start of the current district school year.
 - b) Applicants must reside within the sending School District boundaries and be enrolled or re-enrolled in the School District and the College.
 - c) If students move between districts during the school year, the party that becomes aware of the move must notify the sending district. The sending district will coordinate with the new district to limit enrollment and service disruption to the student.
 - d) Applicants must not have obtained a U.S. high school diploma prior to enrolling in the program.
11. Referrals : The District agrees to identify students for whom the Gateway to College program might be a good fit; provide program information to staff, students and families; actively provide referrals to the program; and authorize final approval of students selected by Gateway to College as appropriate based on the eligibility criteria outlined in item 12.
12. Role of the District Liaison: The school district will annually appoint a representative to serve as the Gateway to College Liaison (herein called the Liaison). The Liaison's role is to help coordinate the program for the District including understanding and promoting the Gateway to College program, connecting referring students, working with Gateway to College staff to assure success of the program, and tracking attendance, student progress, and grades.
13. Role of the MHCC GtC Program Coordinator: The MHCC GtC Program Coordinator will provide culturally responsive and trauma informed student support services and interventions to each enrolled student utilizing a variety of tools to help each student be successful in the MHCC setting. The MHCC GtC staff will ensure frequent communication with the district liaison regarding student enrollment, attendance, progress and grades.



- 14. Student Performance, Attendance, and Other Data: Student course progress, final grades and attendance data will be submitted to the District Liaisons by Gateway to College staff on a quarterly basis during the academic year along with other requisite data that will be submitted to the District as necessary.
- 15. Student Accountability: Meetings between Gateway to College staff and Liaisons will occur at the end of each term to discuss student progress and update student files along with end of term transcripts from the College. Reports will also be submitted to Liaisons by Gateway to College staff.
- 16. Student Code of Conduct: Students will adhere to the College’s Code of Conduct, as well as Gateway to College policies and procedures.
- 17. Calendar: Students will adhere to the College’s school calendar, not the District’s.
- 18. Testing: College will conduct standardized testing on the College campus. The District will provide a District employee to administer the exams.
- 19. Instructors: All dual credit and college courses will be taught by college faculty. The Gateway to College program will provide instructors for all courses. Courses that count for high school credit only will be taught by credentialed high school instructors.

Both Parties Agree:

- a) To certify that their sites are ADA compliant.
- b) To comply with all federal, state, and local laws applicable to this Agreement.
- c) To have in place and abide by a policy prohibiting sexual harassment.

_____ (init) _____ (init) _____
 MHCC School District Date

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

Subject: OSBA Elections and Resolution Approval

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

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

School Boards in Multnomah County are being asked to vote on OSBA Board positions 17 and 19, as well as 2020 Resolution 1-2021-22 Legislative Priorities and Principals as recommended by the Legislative Policy Committee.

Previous Board Action:

The Board has participated in similar elections every year.

Staff Recommendation:

Staff recommends the Board cast votes for OSBA Board Members for positions 17 and 19 and approve the OSBA resolution.

Motion:

Position 17:

I move that the Board vote for Karina Doughty for position 17 on the OSBA Board.

OR

I move that the Board vote for Michael Sonnleitner for position 17 on the OSBA Board.

Position 19:

I move that the Board vote for Sonja Mckenzie for position 19 on the OSBA Board.

Resolution:

I move that the Board approve OSBA Resolution 1-2021-22 Legislative Priorities and Principals as recommended by the Legislative Policy Committee.

CANDIDATE QUESTIONNAIRE

OSBA Board of Directors

Name: Katrina Doughty

Pronouns: She/Her

Region: Multnomah

District/ESD/CC: Multnomah ESD

Position #: 17

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Katrina Doughty
Name

September 2, 2020
Date

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

The mission of OSBA is to help build the capacity of School Board Members so they can advocate for an Oregon education system free of cultural, institutional, and individual racism. Together we work to break down the oppressive systems of white supremacy to ensure that EVERY student can thrive.

2. What do you want to accomplish by serving on the OSBA board of directors?

When serving on the OSBA Board, I will focus on student advocacy while bridging education and public health. Both systems are rooted in white supremacy and have life-altering effects on our youth, families and communities. It is my mission to elevate the voices of BIPOC students who experience the most systemic barriers.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

My leadership style is collaborative, creative, and driven by a justice framework. I created the Service Integration Teams for Yamhill County, which are community-based resource sharing and collaborative problem-solving groups. Each group is formed around school districts, and building them required 100+ regional, cross-sector partners working together.

4. What do you see as the two most challenging issues faced by OSBA?

1. Addressing and deconstructing the white supremacy culture and structure within the field of education and within OSBA; this includes working to be actively anti-racist.
2. Aiding school districts in the SSA – SIA transparency and accountability demands; with a specific emphasis on holding school districts accountable to equity and community engagement.

5. What do you see as the two most challenging issues faced by your region?

1. Students in our region are not receiving the support they need. A lack of accessible physical, mental and emotional health resources decreases the likelihood that a student will thrive, which is only exacerbated by a pandemic like COVID-19.
2. Student retention due to gentrification and a lack of affordable housing.

6. What is your plan for communicating with boards in your region?

My plan is to enhance and create platforms for meaningful communication that align with existing regional efforts. I will work to create a Legislative and Community Action coalition for my region to collaborate, while simultaneously being responsive to the specific challenges and opportunities of each district.

Thank you for your consideration and the opportunity to share my goals and qualifications.

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE PERSONAL/PROFESSIONAL RESUME

OSBA Board of Directors

Name: Katrina Doughty

Pronouns: She/Her

Date: 09/02/20

Address: P.O. Box 90503

City / ZIP: Portland, OR 97266

Cell phone: 707-536-5906

E-mail: Kdoughty@mesd.k12.or.us

District/ESD/CC: Multnomah ESD

Term expires: 2023

Years on board: 1

Deadline: October 2, 2020, 5 pm

Please send your picture (head shot). A high-resolution digital photo is preferred but a print is acceptable.

Email to: OSBAelections@osba.org

or mail to: Oregon School Boards

Association, 1201 Court St NE, #400,

Salem, OR 97301

Work or service performed for OSBA or local district (include committee name and if you were chair):

Director – MESD School Board – Position 7, Zone 3 (June 2019-Present)

MESD Legislative and Community Action Committee – Chair (August 2020 – present)

MESD Finance Committee (August 2020 – present)

MESD Board Development Committee (August 2019 – present)

MESD Viability and Communications Committee (August 2019 – August 2020)

Oregon School Board Members for Reproductive Health (June 2019 – present)

Occupation (Include at least the past five years):

Position – Employers:

Dates:

Disease Intervention Specialist – Clackamas County Public Health

June 2019 – Present

Maternal and Child Health Coordinator – 211info

Sept 2017 – June 2019

Reproductive Health Counselor – Lovejoy Surgicenter

Sept 2016 – Sept 2019

HIV Testing and Counselor for ChimeIn Study – PSU

April 2016 – Sept 2016

AmeriCorps VISTA – OHA & Yamhill County Public Health

June 2015 – June 2016

ACA Program Coordinator and HIV Specialist – WCHC

Aug 2013 – May 2015

Schools attended (Include official name of school, where and when):

High school: El Molino High School, Forestville, CA – 2004-2008

College: Portland State University, Portland, OR – 2016-2020

Degrees earned: High School Diploma, B.S. in Public Health (in progress)

Other applicable training or education:

Suicide Prevention

Motivational Interviewing

Ask-able Adult

Health Navigator Certification

Mental Health First Aid

Policy and Legislative Advocacy

FEMA Disaster management and ICS training

Activities, other state and local community services:

Universal Preschool Now – School Board Cohort Coordinator, Public Health Cohort Coordinator
Co-founder of Northwest Quality Care
Oregon Womxn’s Campaign School - Support, promote and supportive storytelling
AETC PrEP and nPEP Workgroup of Oregon
Clackamas County – Inclusion, Diversity, Equity and Accessibility Committee
Reproductive and Sexual Health Coalition of Clackamas County
Paid Family and Medical Leave (HB 2005) – Lobbying, promotion and supportive storytelling
Driver’s License for All (HB 2015) – Community organizing and promotion
Reproductive Health Equity Act (HB 3391) – Lobbying, promotion and community organizing
No Cuts to Care (No on M 106) Campaign – Lobbying, promotion and community organizing
Health Care for All Oregon Children (SB 558) – Lobbying, promotion and community organizing
Service Integration Teams of Yamhill County
Cascadia Rising Workgroup of Yamhill County
Advocates for Youth – GOTV Oregon Team
CERT Yamhill County

Hobbies/special interests:

Gardening Public Health Advocacy
DSA Baking
Reproductive Justice My ducks (Abbi and Ilana)
Donating Blood (easiest way to save a life)

Business/professional/civic group memberships; offices held and dates:

Oregon Public Health Association – Legislative Committee – At-large (August 2020- present)
Young Nonprofit Professionals Network of Portland – Community Engagement Chair (June 2018-March 2020)
Oregon Adolescent Health Alliance – At-large (August 2018 – August 2020)
Planned Parenthood Columbia Willamette – Young Supporters Board – At-large (June 2017 – March 2020)
NWAAF – Volunteer Event Coordinator (2016-2020)
NARAL Oregon – Development Committee – At-large (2017-2020)

Member / Supporter of:

Basic Rights Oregon	PPCW	NOW Oregon
OPB	Portland DSA	NWAAF
NNAF	ACN	East County Rising
Washington County Ignite	Black Lives Matter	Rahab Sisters
APANO	SWOP PDX	SARC and more...

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE QUESTIONNAIRE

OSBA Board of Directors

Name: Michael Sonnleitner Trustee, PCC Board of Directors (Zone 3) _____ Region: Multnomah _____

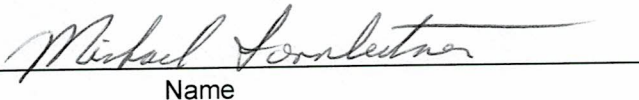
District/ESD/CC: Portland Community College _____ Position #: 17 _____

Portland Community College is the largest institution of post-secondary education in Oregon, with a district including 4 campuses & 8 centers covering most of Multnomah, Washington, Yamhill, & Columbia Counties, with a general fund budget of \$440 million/year (employing over 3,000 faculty & staff), and now serving over 8,000 pre-college students (included in a total enrollment of 65,000). PCC accounts for about 1/3 of Oregon's community college attendees.

About 40% of Oregon's high school graduates who continue their education go to community colleges in Oregon, with over 80% of employers surveyed giving strong preference to persons with post-secondary degrees or certificates.

NOTE: Of 22 persons now serving on the OSBA Board & 24 OSBA Legislative Policy Committee members, (46 total people), 43 are PreK-12 Board members, 3 come from Oregon's 20 Educational Service Districts, and ZERO represent any of Oregon's 17 Community College Districts.

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors.


Name

September 25th, 2020.
Date

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

To serve all Oregon public school students with comprehensive stable funding and effective operations committed to improving retention & completion, encouraging educational equity with data-informed decisions, and fostering a collaborative lifelong learning environment in which local school board members are better equipped to serve their communities with integrity.

2. What do you want to accomplish by serving on the OSBA board of directors?

Significantly improve student success via 1) improved collaboration between the OSBA and OCCA, 2) sharing student retention & completion insights gleaned from experiences at PCC & elsewhere, and 3) focus more attention on issues relating to Diversity, Equity, & Inclusion (DEI), including approaches to employee recruitment, hiring, and empowerment).

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

Active Listening, Political Strategizing, & Conflict Resolution. In 2019, I took these skills to Salem 10 times while lobbying for the "Student Success Act" (though it excluded funding for community colleges) and helped increase support for OCCA institutions to \$640.9 million while participating in Legislative Town Halls & other actions.

4. What do you see as the two most challenging issues faced by OSBA?

"Student Success Act" implementation challenges the OSBA to help local Boards & Administrators to 1) better understand and comply with changing COVID-era state & federal requirements and 2) address diversity, equity & inclusion (DEI) issues via K-12 administrator collaboration with school employees & community partners (including Oregon's 17 community colleges).

5. What do you see as the two most challenging issues faced by your region?

We are challenged to 1) examine patterns of privilege relating to DEI as these become more pronounced in COVID-era educational outcome gaps and 2) systematically foster patterns of increased Horizontal & Vertical Collaboration among all Multnomah County Districts (including PCC and MHCC) thereby encouraging sharing of experiences and problem-solving.

6. What is your plan for communicating with boards in your region?

Beyond attending OSBA events, I intend to 1) periodically communicate electronically with board members in this area, 2) promote interaction between PreK-12 boards and the PCC Board of Directors (building on a 2018-19 regional summit organized by PCC) and 3) foster personal relationships by occasionally going to local school board meetings.

Deadline: October 2nd, 2020.

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE PERSONAL/PROFESSIONAL RESUME

OSBA Board of Directors

Name: Michael W. Sonnleitner Date: 9/25/2020

Address: 1937 S.E. 80th Ave.

City / ZIP: Portland, OR 97215

Business phone: 971-722-4365 (PCC Board Secretary) _____

Residence phone: 503-285-5827 (landline) _____

Cell phone: 971-998-2427 _____

E-mail: msonnlei@pcc.edu _____

District/ESD/CC: Portland Community College District (Zone 3)

Term expires: July 1st, 2013. Years on board: 4-plus. _____

Deadline: October 2, 2020, 5 p.m.

E-mail completed Resume and Questionnaire forms to ileonhardt@osba.org, or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

Work or service performed for OSBA or local district (include committee name and if you were chair):

Portland Community College Board of Directors (Trustee representing 120,564 registered voters in Zone 3).
Elected in May of 2015 (4 year term); re-elected in May of 2019 (**term expires July 1, 2023**).

SERVING AS:

Co-Chair, PCC Board Committee on Diversity, Equity, & Inclusion: 2018-present.

Vice-Chair, PCC Board Audit Committee: 2018-present.

Other education board positions held/dates: President, Peace & Conflict Studies Consortium (2007-2010);
PCC representative serving on the OCCA (Oregon Community College Association) Board (2020-21).

Occupation (Include at least the past five years): **EDUCATOR**

Employers:

Portland Community College (Full-Time Political Science Instructor).
U.S. State Department/Fulbright Scholar @ St. Thomas College (India).
Portland State University (Part-Time Political Science & Conflict Resolution).
University of Northern Iowa (Full-Time Assistant Professor, Political Science).
Loyola University of Chicago, University of Illinois at Chicago, Northwestern
Illinois University (Part-Time teaching Political Science Courses).
Illinois Wesleyan University (Full-Time Assistant Professor, Political Science).
University of Minnesota – Minneapolis (Part-Time Political Science Instructor).

Dates:

1988-2015 (27 years); now "retired".
2010.
2007-2009.
1985-1987.
1984-1985.
1979-1983.
1973-1979.

Schools attended (Include official name of school, where and when):

High school: Highline High School (Burien, WA): 1964-1967; Diploma 1967.

College(s): Fisk University (Nashville, TN): exchange program 1969.

Whitman College (Walla Walla, WA): 1967-1971; BA 1971.

University of Washington (Seattle, WA): Asian studies courses, Summer 1973.

University of Minnesota (Minneapolis, MN): MA 1976; Ph.D. 1979 (Dissertation Title:

“Soul Force & Social Change According to Mohandas K. Gandhi & Martin Luther King Jr.”)

Degrees earned: Political Science **BA (1971)**; Political Science **MA (1976)**; Political Science **Ph.D. (1979)**.

Education honors and/or awards:

2013: Title VII Grant participant @ China Seminar, East-West Center (University of Hawaii-Manoa).

2010: Fulbright Scholar to India (teaching U.S. Government, International Relations, & Gandhian Philosophy).

2006: Outstanding Faculty Person of the Year Award (Portland Community College Rick Creek ASPCC).

2003, 1998, 1992: Nominee for Portland Community College Faculty Excellence Award.

1987: Invited Scholar to the International Association of Gandhian Studies Conference in New Delhi.

1982: Excellence in Teaching Award, Illinois Wesleyan University.

1977: Delegate to the UNICEF International Seminar on Training for Nonviolent Action In Mexico.

1972-75: Ford Foundation Graduate School Fellowship @ the University of Minnesota.

1974: Summer Peace Internship in Londonderry (Derry), Northern Ireland.

1971-72: Thomas J. Watson Fellowship studying “Experiments in Nonviolent Action” in India (6 months) & 1-4 weeks each in Japan, Hong Kong, Thailand, Pakistan, Afghanistan, Republic of S. Africa, Italy/Sicily, U.K.

1971: Graduated from Whitman College with Honors, Magna Cum Laude, Phi Beta Kappa.

1968-71: Sloan Foundation Scholarship recipient at Whitman College

1969: U.S. Senate Summer Internship (Office of Sen. Henry M. Jackson) in Washington, D.C.

Other applicable training or education: (see above).

Activities, other state and local community services: (IN OREGON)

PCC Board Political Activities (May of 2015-present): attending all PCC Board Meetings, participating in ongoing lobbying efforts in Salem and in relation to numerous legislative Town Halls (supporting OSBA, OCCA, OEA, & AFT efforts to secure more adequate early childhood, K-12, and community college funding).

82nd Ave. Improvement Coalition (June of 2014-present): regularly attending meetings; serving as a Coordinating Committee member; helping secure \$200,000 to study \$200,000 this 7.3 mile state highway; lobbying Oregon legislators & Portland City Hall to support jurisdictional transfer from ODOT to PBOT.

Interfaith Movement for Immigrant Justice (2007-present): formerly called the "New Sanctuary Movement"; developing support networks for undocumented persons while seeking meaningful immigration reform via educational events; lobbying, and direct nonviolent action.

Ascension Catholic Church (2004-present): assisting my wife in providing occasional educational programs as well as participating in various fundraising efforts (like the annual Spaghetti Dinner), and service activities associated with the Daybreak Homeless Shelter Network, as well as immigration issues.

Montavilla Neighborhood Association (January of 2014-2017): regularly attending meetings, Chair of the Board (2015-16), otherwise Vice Chair. Became more involved in the neighborhood where my family lives, on issues ranging from land use to transportation, affordable housing and crime issues.

Daybreak Homeless Shelter Network (2004-2017): assisting homeless families in S.E. Portland in according to need; moving beds, serving meals, sleeping overnight, playing with kids, providing transportation between the day shelter and Ascension Church as part of the rotating evening host institution.

S.E. UPLIFT (March of 2014-2016): attending meetings, serving as an active Board member (at large), having also attended meetings of most of the 20 neighborhood associations with members elected to the S.E. Uplift Board as a means of facilitating communications and action among groups with common community concerns.

PCC PACS Program (1990-2015): facilitated establishment of Portland Community College (PCC) Peace & Conflict Studies (PACS) Program (1988-90), the first at any community college in the U.S.; periodically serving as Chairperson or Co-Chairperson (1990-2015); NEWSPEAK coordinator, fostering a "free speech" tradition at the Sylvania Campus by hosting weekly lunchtime events featuring controversial viewpoints and respectful dialogue (1998-2003), setting similar traditions Rock Creek (2004-2011), and at Cascade (2004-2005 & 2011-2015).

PCSC (1988-2017): Peace & Conflict Studies Consortium (previously the Oregon Peace Studies Consortium, with a Network of 10 educational institutions in Oregon): Board member representing the PCC PACS Program, helping organize annual regional gatherings & two national conferences; serving as President (2007-2010).

DaVinci Middle School (1998-2002): was among the 20 founding families who created, organized, and functionally serving as the staff for this Arts Magnet Charter School within the Portland Public School (PPS) District; also served on a PPS Committee to set up criteria to review applications to such all schools.

Foster Parent Program (1998-2000): my wife & I were trained as foster parents under emergency conditions, providing a home to an undocumented teenager, who we later supported to complete her high school and community college degrees, gain dual U.S./Mexican citizenship, and who became a daughter to us.

Hobbies/special interests: community activism & organizing; gardening; vegetarian (as well as pastry) cooking; photography; bicycling; traveling abroad; road-trips within the U.S. (esp. Oregon); enjoying time with grandkids.

(Other) Business/professional/civic group memberships; offices held and dates:

82nd Avenue of Roses Business Association (2015-present): actively participating in the initial parade of each Rose Festival season (along a 3-mile stretch of S.E. 82nd Ave.); recently consenting to serve on the Board as a liaison to with the 82nd Ave. Improvement Coalition.

Portland Community College Small Business Development Center (2018-present): serving on the SBDC Advisory Council from the Montavilla Neighborhood and serving as an informal liaison to the Portland Community College Board of Directors.

American Federation of Teachers (1988-2015): member of the PCCFFAP (Portland Community College Federation of Faculty & Academic Professionals until retirement in 2015 – affiliated with the Oregon AFT whose office & staff I am familiar with (including current Pres. Jaime Rodriguez).

Additional comments:

During my 27 years of full-time teaching employment at Portland Community College (1988-2015), it may be helpful to note that I served a total of 15 years on the Educational Advisory Committee (EAC) which is the primary manifestation of “shared governance” at PCC (a kind of Faculty Senate with its 45 members including academic professionals, administrators, and a student representative from each of the four PCC campuses). EAC Committees I was most active with included the EAC Membership Committee (20 years, Chair for 4), and the Academic Policy Committee (where I was quite involved for a total of 24 years). Over the years, the following issues were among the policies I was heavily involved in helping to create at Portland Community College:

- **Student Codes of Conduct** (as well as Faculty & other Employee Codes of Conduct).
- **Textbook Costs** (where I Co-Chaired an EAC taskforce to suggest strategies to reduce expenses).
- **Dual Credit Relationships** (with regards to PCC District area High Schools' students).
- **Facilitating Credit Transfers** (High Schools to PCC & to 4 year institutions): Changing courses 3 to 4 credits.
- **Expanding Experiential Learning** via Cooperative Education (Internships for credit) & Service Learning.
- **Improving Retention & Completion** with respect to High School graduates transferring to PCC (to reduce “Summer Melt”), as well as those enrolled in Gateway to College & other High School Completion Programs at PCC.

Deadline: October 2nd, 2020, 5 p.m.

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

References:

- Mohamed Alyajouri:** 641-602-2815; mohamed.alyajouri@pcc.edu Chair, Portland Community College PCC) Board of Directors; with whom I have worked most closely (2017-present) where we served as Co-Chairs for the PCC Board Committee on Diversity, Equity, & Inclusion (BCDEI).
- Greg Burrill:** 503-784-6543; gmb5@georgetown.edu Portland Association of Teachers (PAT) full-time substitute teacher and union representative; with whom I have frequent conversations on many political & educational issues during our early morning walks three days a week.
- Denyse Peterson:** 503-888-1373; denisepeteron@yahoo.com Multnomah Education Service District (position 5, Zone 1) Board member & Portland Community College classified staff employee with whom I worked closely during my many teaching years at the PCC Cascade Campus.
- Eric Flores:** 503-686-1566; eric_flores@parkrose.k12.or.us David Douglas High School Teacher & former Chair, Parkrose School District Board (position 5); endorsed my PCC election campaigns in 2015 & 2019 and who I consult re.: Diversity, Equity, & Inclusion, & other educational issues.
- Annette Mattson:** 503-701-5355, annette4mhcc@gmail.com (2019-20) President, Oregon Community College Association) & Mt. Hood Community College Board Vice Chair with whom I lobbied the 2019 Oregon Legislature regarding additional funding for Oregon's 17 community colleges.
- Jaime Rodriguez:** 503-382-9001; rodriguez3434@comcast.net American Federation of Teachers (Oregon) President, formerly Vice President of Political Action for the Portland Community College FFAP (Federation of Faculty & Academic Professionals) with whom I frequently converse.
- Alissa Keny-Guyer:** 503-539-5055; alissakg@comcast.net My Oregon State Representative (House District 46); who endorsed my 2019 election campaign and with whom I converse about a wide range of issues affecting students & families (including housing, healthcare & social services).
- Michael Dembrow:** 503-914-9723; michaeldembrow@gmail.com My Oregon State Senator (Senate District 23); former PCC FFAP President & faculty colleague (during my 27 PCC teaching years: 1988-2015); who endorsed my 2019 election campaign & whose Constituent Coffees I attend.
- Chris Gorsick:** 503-473-5633; chrisgorsek@gmail.com Currently Oregon State Representative (House District 49), running for Oregon State Senate; part-time Criminal Justice Instructor at Mt. Hood CC; who endorsed my campaigns in 2015 & 2019 for the PCC Board of Directors.
- Rob Wagner:** 503-705-4158; robawagner@yahoo.com Currently Oregon Senate Majority Leader; Chair, Lake Oswego School Board; helped me create a highly successful Legislative Internship Program at PCC; who endorsed my campaigns in 2015 & 2019 for the PCC Board of Directors.

CANDIDATE QUESTIONNAIRE

OSBA Board of Directors

Name: Sonja Mckenzie

Region: Multnomah

District/ESD/CC: Parkrose SD 3 _____

Position #: 4

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Name Sonja Mckenzie

Date 9-20-20

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

The Mission of OSBA is to provide resources, advocacy and professional development to school board leadership across the state. The goals of OSBA are to increase student success of all students in Oregon, create partnerships with advocacy and legislative organizations in the state

2. What do you want to accomplish by serving on the OSBA board of directors?

As a board member on the OSBA Board I would like to provide support in creating the framework for the statewide equity policy for school districts.

Another goal for me is to share, inform and educate OSBA stakeholders about resources, and advocates that support the work of educational equity for students of color in Oregon.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

I bring experience in Board leadership, directing a board through equity training and strategic planning. As the lead co chair for Dress for Success Oregon from 2017-2020, I led the work of an organization, -wide (board and staff) equity training and assessment. Our equity training and assessment provided the framework for a strategic plan for the organization including equity goals for the organization.

4. What do you see as the two most challenging issues faced by OSBA?

1. Disrupting the systems in place that have historically failed to successfully educate underrepresented students in the classroom.
2. Preparing statewide educational leaders for the discussions about educational equity, inclusion and how to implement policies and priorities at the district level.

5. *What do you see as the two most challenging issues faced by your region?*

1. Access to adequate mental health services for students and families in Multnomah County.
2. Inadequate funding for schools in our region to replace the staff and additional resources lost the last decade due to budget cuts.

6. What is your plan for communicating with boards in your region?

OSBA Regional Dinner

ORED newsletter

Summer and Annual Convention regional sessions

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE PERSONAL/PROFESSIONAL RESUME

OSBA Board of Directors

Name: Sonja Mckenzie Date:9/22/2020

Address: 10103 NE Thompson St

City: Portland, OR.

ZIP: 97220

Business phone:971-263-9623

Residence phone:971-263-9623

Cell phone: 971-263-9623

E-mail: sonja_mckenzie@parkrose.k12.or.us

District/ESD/CC:Parkrose SD 3

Term expires: 2021 Years on board: 3

Deadline: October 2, 2020, 5 pm

Please send your picture (head shot). A high-resolution digital photo is preferred but a print is acceptable. E mail to: *HYPERLINK*

"mailto:OSBAelections@osba.org"

OSBAelections@osba.org

or mail to: Oregon School Boards Association, 1201 Court St NE,
#400, Salem, OR 97301

Work or service performed for OSBA or local district (include committee name and if you were chair):

- Parkrose School District Board Chair- 2020
- Parkrose School district Board Vice Chair 2018--2019
- Equity Committee Parkrose SD 2017-2020
- East Multnomah County Regional School Board Equity Team 2018-present
- OSBMCC Regional Director 2018-present
- Board Representative for Parkrose Collective OEA Bargaining 2019
- Board Representative for Classified Collective Bargaining 2020
- Parkrose Black Family Social Committee 2017-2019
- Parkrose Budget Committee-2017-2020

Other education board positions held/dates:

- National School Board Action Center Board of Directors- 2020-2021
- National Black Council Member 2018- present
- Site Council Co-Chair Boise Eliot Site Council 2009-2011
- Policy Council Representative PPS Head Start Program 2009-2010

Occupation (Include at least the past five years):

- | | |
|---|---------------------|
| Employers: Oregon Community Foundation - Community Engagement Coordinator | Dates: 2019-present |
| Planned Parenthood Columbia Willamette -Volunteer Resources Coordinator | Dates: 2017-2019 |
| iUrban Teen - Program Director | Dates: 2016-2017 |
| Securus Payments | Dates: 2014-2016 |

Schools attended (Include official name of school, where and when):

- High school: Taylor HS, Katy, TX 1986

College: College: Sam Houston State- Huntsville ,TX 1992

Degrees earned:BFA

College: University of St Thomas

Degrees earned: SPED Teacher Certification

College:Portland State University 2008

Degrees earned: Human Resource Management Certificate

Education honors and/or awards:

Fine Arts Music Scholarship 1986

Academic Dean's List Sam Houston State Spring 1992

Other applicable training or education:

Certified Volunteer Administrator Certification 2019

Notarial Signing Agent Training 2011

Human Resource Management Certificate 2008

Special Education Teaching Certification 1995

Activities, other state and local community services:

Co-Chair-Dress for Success Oregon 2017-2020

Leadership Team East Metro STEAM Partnership 2016-2020

Multnomah County CAC 2016

iUrban Teen STEM Advisory Council 2016-2017

Hobbies/special interests:

Movies, trips to the coast,kid's sporting events,

browsing bookstores, reading biographies

Business/professional/civic group memberships; offices held and dates:

Oregon Notarial Commission 2013-present

NOVAA member (Northwest Oregon Volunteer Administration Association)

CVA- Certified Volunteer Administrator

Additional comments:

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.



Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee

WHEREAS, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

WHEREAS, the OSBA Legislative Policy Committee met in January, May and June to develop the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee sent the Proposed OSBA Legislative Priorities and Principles for 2021-22 out to the membership of OSBA for comment and suggested changes, and

WHEREAS, the overwhelming majority of the comments received by the membership were in support of the Proposed OSBA Legislative Priorities and Principles for 2021-22 developed by the OSBA Legislative Policy Committee, and

WHEREAS, the OSBA Legislative Policy Committee met via Zoom video conference call in August to review the feedback received by the membership, and

WHEREAS, the OSBA Legislative Policy Committee discussed the feedback from the membership and made no modifications to the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles for 2021-22 at its August meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles for 2021-22 and place them before the membership for approval.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles for 2021-22 be placed before the membership for consideration during the 2020 OSBA election season, and

BE IT FURTHER RESOLVED that the Proposed OSBA Legislative Priorities and Principles for 2021-22 and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.



2021-2022 Legislative Priorities and Principles

Proposed: August 25, 2020

Preamble

The Oregon School Boards Association (OSBA) remains fiercely committed to advocating on behalf of equity for Oregon’s students. Equity is the driving force behind the Student Success Act (HB 3427), and OSBA will remain dedicated to advancing legislation that makes significant impacts for equity across the education spectrum, including investments targeting increased academic achievement for students and legislation to reduce academic disparities for historically underserved students.

OSBA is committed to social justice and assuring Oregon’s education system is free of institutional bias through such means as culturally relevant teaching and professional development that promotes cultural competence, and discipline that is free of bias.

OSBA believes funding a strong public education system is the best investment Oregonians can make to strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

To accomplish these goals, OSBA will introduce and support legislation to:

Priorities

Promote Adequate, Predictable, and Stable Funding

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

Protect the 2019 Student Success Act

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

Close the Opportunity Gap

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

Contain Cost Drivers

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

Support Local Governance and Oppose Mandates

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

Support Capital Improvements

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

Ensure Access to Post-Secondary Credits

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

Address Education Workforce Shortages

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

Principles

Finance

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

Student Programs

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

Student Safety and Wellness

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

Personnel

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

Governance and Operations

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

Federal Education Issues

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.

The Oregon School Boards Association is dedicated to improving student success and education equity through advocacy, leadership, and service to Oregon public school boards.



1201 Court St. NE, Ste. 400, Salem, OR 97301
503-588-2800 | 800-578-OSBA
info@osba.org | www.osba.org

From: Reynolds School District Board of Directors
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Resolutions Read to the Public
Policy: [District Equity Policy – IKAAA/GCCB/GDCB](#)
Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

Summary:

The Reynolds School District School Board did a first reading of "Resolution 2020-2021-010: Black Lives Matter" on November 18, 2020. After this reading, the resolution was edited slightly to remove some superfluous sentences but none of the original content has been changed.

Staff Recommendation:

Staff recommends the Board approve Resolution 2020-2021-010.

Motion:

I move that the Board approve Resolution 2020-2021-010 Black Lives Matter.



RESOLUTION #2020-2021-010

**RESOLUTION SUPPORTING BLACK LIVES MATTER
IN THE REYNOLDS SCHOOL DISTRICT**

WHEREAS, Black Lives Matter; and

WHEREAS, Reynolds School District is charged by students to continue the real work of repairing the damage of racial injustice, brutality, and hatred by bringing messages of understanding, love, and belonging more fully to our schools; and

WHEREAS, Reynolds School District promotes nondiscrimination and an environment free of harassment based on an individual's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, marital status, age or disability; and

WHEREAS, public schools and school districts in Oregon are subject to all federal and state laws and constitutional provisions prohibiting discrimination; and

WHEREAS, Reynolds School District is committed to ensuring in words and actions that every student has access to the resources and supports they need to thrive in school; and

WHEREAS, Oregon state law requires school districts to provide a free appropriate education to all children between the ages of 5 and 19 who reside within the district (ORS 339.115); and

WHEREAS, the State Board of Education has directed all Oregon school districts, public charter schools, and education service districts to review and, where necessary, strengthen relevant policies, procedures, and practices, including those related to addressing racial bias incidents, with attention to non-punitive, remedial approaches (OAR 581-022-2312); and

WHEREAS, the U.S. Office of Special Counsel issued an [advisory opinion](#) that it is not a violation of the Hatch Act for federal employees to show support for the Black Lives Matter movement and the Black Lives Matter Global Network while on duty, including wearing or displaying materials related to the cause, because they address issues such as racism, which are not inherently aligned with a single political party and do not meet any criteria for a "partisan political group"; and

WHEREAS, we strongly support the declaration that "Black Lives Matter" in the findings sections of several bills enrolled by Oregon's bipartisan Legislature ([HB 4203](#) , [HB 4205](#) , [HB4207](#)); and

WHEREAS, we acknowledge that throughout Oregon's history, institutional and structural racism have caused division and fear for our communities, and that we share in the responsibility to respond to these circumstances on behalf of educational professionals, students and families;

WHEREAS, we acknowledge that the authors of Oregon's constitution declared that no Black people could reside in the state or hold real estate, a law that wasn't repealed until 1926; and

that racist language in the state constitution wasn't removed until 2002, all of these causing lasting negative consequences for Black communities; and

WHEREAS, we acknowledge that across the U.S. Black students are more heavily disciplined and referred to law enforcement than White students, as well as other [critical inequalities](#) that schools will continue to perpetuate without proactive implementation of anti-racist policy and practice ([EdWeek, 2017](#)); and

WHEREAS, an undeniable series of tragic events and crises have unfolded in Oregon and around the U.S., including the COVID-19 pandemic, wildfires, and violence driven by systemic racism that have stacked harm upon harm against Black, Indigenous, Native American, people of color, tribal communities, and tribal governments; and

WHEREAS, we cannot legislate away racism but we can help bring it to light; and

WHEREAS, in believing that silence and inaction allow racism to remain prevalent in our schools, we declare that “Black Lives Matter” in order to reinforce that the lives of Black educators, staff, students, and everyone in school communities are just as valuable as anyone else’s life; and that Black students matter and belong in our classrooms, just like all other students;

NOW, THEREFORE, BE IT RESOLVED that Reynolds School District:

(1) Renews its commitment to anti-racism, equity, and access to education as a core value, manifested by a steadfast commitment to creating a welcoming environment for all students and families and direction of the supports and resources needed to eliminate barriers and promote student success; and

(2) affirms that “Black Lives Matter” by striving to make space in classrooms and within the school community for dialogue and support for issues of race and equity; and

(3) supports educators and others who are making a special effort to let Black students and families know that they belong and are valued members of the school community; and

(4) communicates to students, families, employees, and their communities their policies and practices and their commitment to providing all students with a high quality public education regardless of race; and

(5) consults with local and state community partners to develop, implement, and/or strengthen comprehensive networks of support for students and families who are experiencing increased harassment, violence, bullying, or hatred based on race; and

(6) validates that “Black Lives Matter” through resolutions consistent with this Resolution; and

(7) Commits to supporting efforts by the Oregon Department of Education, Oregon school districts, public charter schools, charter schools, education service districts, and educational leaders to create and nurture an inclusive and welcoming environment for all students, families, and employees in which All Students Belong.

Adopted this 16th day of December 2020

Signed:

Chair, Reynolds School District Board of Directors

Attest:

Superintendent/Clerk

To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: All Students Belong Policy
Policy: [Policy Development – BF](#)
Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

Summary:

In Oregon, we value both freedom and responsibility, and are charged with ensuring that All Students Belong. This means affording our school communities the freedom of expression while removing barriers to students’ educational progress, including the prohibition of display of hate symbols that incite fear and violence, and cause emotional distress and trauma. The presence of symbols of hate on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin causes harm, and significantly disrupts the operation of schools. When one person in a school community is treated poorly, everyone suffers. At the instruction of Governor Brown, the Oregon Board of Education has enacted the All Students Belong rule, which prohibits hate symbols, including three of the most recognizable symbols of hate—the swastika, the Confederate flag, and the noose. The temporary OAR took effect on September 18, 2020. It requires districts to adopt and implement policies and procedures that prohibit the use or display of hate symbols including the noose, swastika, or Confederate flag in any program or school-sponsored activity except where used in teaching curriculum that is aligned with the Oregon State Standards by January 1, 2021. This applies to both in-person and distance learning environments.

Previous Board Action:

Not Applicable

Background:

This past July, an Oregon high school student sent a letter to Governor Kate Brown asking for help. In the letter, the student stressed the importance of banning the Confederate flag in public schools. In the student's words, "Banning the Confederate flag is far more than just an act to please some people. It shows students and educators that the State of Oregon sees them in their struggles to be considered equal and aiding in the fight against racism. Right now is a great time for Oregon to be a leader for its own citizens and throughout the United States and install this overdue policy." This student's experience is not alone. In the last few years alone ODE has received complaints or been made aware of multiple incidents involving hate symbols such as swastikas, Confederate flags, and nooses. These incidents have disrupted education for students across Oregon. In response, Governor Brown wrote to the State Board of Education Chair urging them "to take immediate action to address and correct the adverse impacts symbols of hate and other manifestations of hate speech have on students in Oregon public schools." She requested that Boards establish rules to ensure that no Oregon student "be subject to actions or expressions of hate, intolerance, marginalization, or racism." The State Board of Education received a similar letter from Representatives McKeown and Brock-Smith asking it to take immediate action. This student and others from across Oregon have come forward to show us the extreme disruption and harm that hate symbols cause. When we hear from students that their safety, mental health, well-being and ability to learn are threatened, we must listen, trust, and take immediate action. This policy change begins that action.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

State recommends that the Board approve and adopt the All Students Belong Policy.

Motion:

I move that the Board approve and adopt the policy "All Students Belong - ACB."

All Students Belong

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability, or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin^{1}.

All visitors are entitled to participate in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin^{2}.

“Bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior directed at or about any of the preceding demographic groups.

“Symbol of hate” means a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag³,^{4} and whose display:

1. Is reasonably likely to cause a substantial disruption of or material interference with school activities; or
2. Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.

The district prohibits the use or display of any symbols of hate^{5} on district grounds or in any district or school sponsored program, service, or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly, except where used in teaching curriculum that is aligned to the Oregon State Standards.

¹ {OAR 581-022-2312 does not include this list of classes for employees (only for students), but it can be added.}

² {OAR 581-022-2312 does not include this list of classes for visitors (only for students), but it can be added.}

³ While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

⁴ {We strongly advise that a district not add to these symbols of hate without first consulting with legal counsel.}

⁵ {Prior to adopting the symbols of hate prohibition, or adding other symbols to the list, we recommend that the district document why the district feels that the presence of these symbols will cause a “material and substantial interference with schoolwork or discipline” or collide “with the rights of other students to be secure and be let alone.” These reasons may include previous incidents, current conditions in the schools and other factors.}

In responding to the use of any symbols of hate, the district will use non-disciplinary remedial action whenever appropriate.

The district prohibits retaliation against an individual because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Nothing in this policy is intended to interfere with the lawful use of district facilities pursuant to a lease or license.

The district will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

Legal Reference(s):

[ORS 659.850](#)
[ORS 659.852](#)

[OAR 581-002-0005](#)
[OAR 581-022-2312](#)

[OAR 581-022-2370](#)

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Dariano v. Morgan Hill Unified Sch. Dist., 767 F.3d 764 (9th Cir. 2014).
State v. Robertson, 293 Or. 402 (1982).

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Christina Weinard, Director of Financial Services

Subject: Resolution #2020-2021-012 Amending the Adopted Budget

Policy: [Budget Transfer Authority – DBK-AR](#)

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals:

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4:

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

Summary:

The District is requesting an amendment to the 2020-21 budget increasing State and Other Program Funds revenue and expenditures in the amount of \$2,500,000. This amendment is requested to appropriate the Seismic Rehabilitation Grant for Reynolds High School Gym Project.

Previous Board Action:

The Board adopted the 2020-21 budget per Resolution #2019-2020-016 and;
The Board adopted Resolution #2020-21-003 and;
The Board adopted Resolution #2020-21-011 Amending the 2020-21 Adopted Budget and;
The Board approved the Seismic Rehabilitation Grant for Reynolds High School Gym Contract on October 28, 2020.

Background:

The District was awarded the Seismic Rehabilitation Grant for Reynolds High School Gym Project and the Board approved the contract on October 28, 2020.

Financial Implications:

The proposed request to increase appropriations in the State and Other Program Funds is to account for the \$2,500,000 Seismic Rehabilitation Grant for Reynolds High School Gym Project in the 2020-21 budget.

Alternatives:

The Board could decide not to adopt the resolution.

Staff Recommendation:

Staff recommends the Board adopt Resolution #2020-2021-012, as proposed.

Motion:

I move that the Board adopt Resolution #2020-2021-012 A Resolution Authorizing the Budget Increase of State and Other Program Funds Revenue and Expenditure appropriations to include the Seismic Rehabilitation Grant for Reynolds High School Gym Project.

Resolution #2020-2021-012

A RESOLUTION AUTHORIZING THE BUDGET INCREASE OF STATE AND OTHER PROGRAM FUNDS TO APPROPRIATE SEISMIC REHABILITATION GRANT FOR REYNOLDS HIGH SCHOOL GYM PROJECT

WHEREAS, the Board adopted the 2020-21 Budget through Resolution #2019-2020-016 based on assumptions and information known at that time, and Resolution #2020-2021-003 Amending the Adopted Budget and Resolution #2020-2021-011 Amending the Adopted Budget; and

WHEREAS, Oregon Local Budget Law, ORS 294.480, allows budget changes after adoption under prescribed guidelines, and

WHEREAS, the District requires an increase to the State and Other Program Funds to appropriate the Seismic Rehabilitation Grant for Reynolds High School Gym Project, and

WHEREAS, the Board approved the Seismic Rehabilitation Grant for Reynolds High School Gym Project on October 28, 2020, and

WHEREAS, the Board desires to modify the 2020-21 Adopted Budget, increasing appropriations by \$2,500,000 in the State and Other Program Funds

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Reynolds District #7 to approve the following adjustments to the 2020-21 Budget:

Major Function	Item Description	Approved Budget 2020-21	This Amendment	Adopted Budget 2020-21
GENERAL FUND				
Requirements				
1000	Instruction	83,220,180	-	83,220,180
2000	Support Services	56,216,054	-	56,216,054
3000	Community Services	462,610	-	462,610
5110	Long-Term Debt Service	333,455	-	333,455
5200	Transfers	3,535,913	-	3,535,913
6000	Contingency	1,620,145	-	1,620,145
7000	Ending Fund Balance	4,970,966	-	4,970,966
TOTAL		150,067,323	-	150,359,323

FEDERAL PROGRAMS

Requirements				
1000	Instruction	6,156,416	-	6,156,416
2000	Support Services	4,098,605	-	4,098,605
3000	Community Services	510,181	-	510,181
TOTAL		10,765,202	-	10,765,202

STATE & OTHER PROGRAMS FUND				
Requirements				
1000	Instruction	6,554,689	-	6,554,689
2000	Support Services	14,489,992	-	14,489,992
3000	Community Services	527,413	-	527,413
4000	Building Acquisition, Construction and Improvement Services	-	2,500,000	2,500,000
6000	Contingency	242,101	-	242,101
7000	Ending Fund Balance	111,910	-	111,910
TOTAL		21,926,105	-	24,426,105

NUTRITION SERVICES				
Requirements				
3000	Community Services	8,295,050	-	8,295,050
6000	Contingency	20,000	-	20,000
TOTAL		8,315,050	-	8,315,050

EARLY RETIREMENT FUND				
Requirements				
2000	Support Services	300,000	-	300,000
TOTAL		300,000	-	300,000

INSURANCE RESERVE FUND				
Requirements				
2000	Support Services	650,000	-	650,000
3000	Community Services	-	-	0
TOTAL		650,000	-	650,000

2005 DEBT SERVICE G.O. BONDS				
Requirements				
5000	Long-Term Debt Service	1,500,000	-	1,500,000
TOTAL		1,500,000	-	1,500,000

2015 DEBT SERVICE G.O. BONDS				
Requirements				
5000	Long-Term Debt Service	9,900,050	-	9,900,050
7000	End Fund Balance	3,961,180	-	3,961,180
TOTAL		13,861,230	-	13,861,230

DEBT SERVICE PERS BONDS				
Requirements				
5000	Long-Term Debt Service	8,910,490	-	8,910,490
7000	End Fund Balance	596,446	-	596,446
TOTAL		9,506,936	-	9,506,936

CAPITAL PROJECTS FUND				
Requirements				
2000	Support Services	-	-	0
4000	Building Acquisition, Construction and Improvement Services	1,224,377	-	1,224,377
5000	Long-Term Debt Service	1,638,398	-	1,638,398
TOTAL		2,862,775	-	2,862,775

2015 CAPITAL PROJECTS FUND				
Requirements				
4000	Building Acquisition, Construction and Improvement Services	2,895,200	-	2,895,200
TOTAL		2,895,200	-	2,895,200

SCHOOL IMPROVEMENT FUND QZAB				
Requirements				
2000	Support Services	175,000	-	175,000
TOTAL		175,000	-	175,000

TOTAL ALL FUNDS				
Requirements				
1000	Instruction	95,931,285	-	95,931,285
2000	Support Services	75,929,651	-	75,929,651
3000	Community Services	9,795,254	-	9,795,254
4000	Building Acquisition, Construction and Improvement Services	4,119,577	2,500,000	6,619,577
5110	Long-Term Debt Service	22,282,393	-	22,282,393

5200	Transfers	3,535,913	-	3,535,913
6000	Contingency	1,882,246	-	1,882,246
7000	Ending Fund Balance	9,640,502	-	9,640,502
TOTAL		223,116,821	2,500,000	225,616,821

Effective Date: Upon Adoption

Passed and adopted by the Reynolds School Board this 16th day of December 2020.

Valerie Tewksbury, Board Chair

Dr. Danna Diaz, Clerk

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

Subject: Board Discussion

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

Date: December 16, 2020

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #4: We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

Summary:

Members of the Reynolds School Board will communicate ideas or requests for presenters at upcoming board meetings, agenda setting, or requests for reports.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

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

Subject: Adjourn

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

Date: December 16, 2020

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to Board Goals

Student Achievement Equity Fiscal Responsibility Communications

School Board Core Belief/Commitment #2: We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

Adjournment

