



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

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

September 27, 2023

6:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

I.	5:30p - Executive Session	3
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(a) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.	
II.	6:00p - Call to Order	4
	A. Roll Call	
	B. Consider Approval of the September 27, 2023 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
	E. Mission and Vision	6
III.	6:10p - Board Recognition	
	A. Resolution 2023-2024-003 National Principals Month	7
	B. Resolution 2023-2024-004 Indigenous Peoples' Day	9
	C. Resolution 2023-2024-005 National Bullying Prevention Month	11
	D. Resolution 2023-2024-006 National School Lunch Week	12
	E. Resolution 2023-2024-007 National School Custodian Day	14
	F. Resolution 2022-2023-008 National Coming Out Day	15
IV.	6:25p - Public to be Heard	17
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	6:40p - Bargaining Group Updates	18
VI.	6:50p - Presentation to the Board	
	A. Summer School Report	19
	B. 2022-2023 English Language Proficiency Assessment and Oregon Statewide Assessment Results	28
VII.	7:15p - Superintendent's Reports	51
	A. Announcements/Reports	
	B. Communications Report	52

	C. Financial Report	59
	D. Enrollment Report	62
VIII.	7:30p - Consent Agenda	65
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	67
	C. IGA with Portland State University for Social Work Interns	71
	D. IGA with Eastern Washington University for Student Teachers	86
	E. Breakfast After the Bell Equipment Grant	126
	F. Local Food for Schools Grant	144
	G. 2023-2024 Fee Schedule	171
	H. Calendar for 2024-2025 Budget Planning	174
	I. Superintendent Evaluation	176
	J. RHS Field Trip: OASC Trip to Seaside, Oregon	188
	K. RHS and RLA Field Trip: Black College Expo in Seattle, WA	195
	L. Authorization to Spend: Lexia Learning Systems	203
	M. Resolutions	
	i. Resolution 2023-2024-003 National Principals Month	364
	ii. Resolution 2023-2024-004 Indigenous Peoples' Day	366
	iii. Resolution 2023-2024-005 National Bullying Prevention Month	368
	iv. Resolution 2023-2024-006 National School Lunch Week	369
	v. Resolution 2023-2024-007 National School Custodian Day	371
	vi. Resolution 2022-2023-008 National Coming Out Day	372
IX.	7:35p - Board Announcements and Discussion	374
	A. Individual Board Members - Announcements and Reports	
	B. Upcoming Board Meetings	
X.	7:45p - Adjourn	375



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Executive Session

Type: Action Item Report / Presentation

Policy: BDC: Executive Session

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

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

Executive Session is closed to the public.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Call to Order

Type: Action Item Report / Presentation

Policy: BDDF: Conduct of Board Meetings

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Roll Call:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Position 1: Vice Chair Aaron Muñoz • Position 2: Director Joyce Rosenau • Position 3: Director Michael Reyes • Position 4: Director Cayle Tern | <ul style="list-style-type: none"> • Position 5: Director Patty Carrera • Position 6: Chair Ana Gonzalez Muñoz • Position 7: Director Francisco Ibarra |
|---|---|

Motion to Approve Agenda:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the September 27, 2023 agenda as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Pledge of Allegiance

Land Acknowledgement

Mission and Vision

Land Use Acknowledgment & Guidelines



Approved and Apdopted on May 27, 2020

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

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

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

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

Land Use Acknowledgment

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

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

mission:

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



vision:

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



**RESOLUTION #2023-2024-003
PROCLAIMING THE CELEBRATION OF
NATIONAL PRINCIPALS MONTH**

WHEREAS, the Reynolds School Board will declare the month of October 2023 as "National Principals Month" in coordination with the efforts of the National Association of Elementary School Principals, the American Federation of School Administrators, and the National Association of Secondary School Principals, working with the U.S. Congress, to designate "National Principals Month" and resolutions thereof;

WHEREAS, the vision, dedication, and determination of a principal provides the mobilizing force behind any school reform effort;

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

WHEREAS, principals will play a vital role in the successful implementation of the Every Student Succeeds Act (ESSA);

WHEREAS, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence;

WHEREAS, the Reynolds School Board honors such exemplary elementary and middle level public, private, and independent school leaders committed to serving students from prekindergarten to grade eight (pre-K-8) in their profession;

WHEREAS, the Reynolds School Board recognizes outstanding middle level and high school principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

WHEREAS, to honor and recognize the contribution of all school principals and assistant principals at all grade levels to the success of students in Oregon elementary and secondary schools, and to encourage residents of Oregon to observe "National Principals Month" with appropriate ceremonies and activities that promote awareness of school leadership's role in ensuring that every child has access to a high-quality education.

NOW, THEREFORE, BE IT RESOLVED that in honor of the service of all elementary, middle level, and high school principals, and to recognize the importance of their school leadership so that every child has access to a high-quality education, and to celebrate school leader accomplishments, the month of October 2022 is hereby designated in Oregon to be "National Principals Month."

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



**RESOLUTION #2023-2024-004
PROCLAIMING THE SECOND MONDAY OF OCTOBER
AS INDIGENOUS PEOPLES' DAY**

WHEREAS, the Reynolds School Board of Education recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the Board values the many contributions made to our community through Indigenous People' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has substantially shaped our district; and

WHEREAS, the Board has established that each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community; and

WHEREAS, the Board recognizes the fact that the Reynolds School District is built upon the homelands, villages, and traditional use areas of the Multnomah and Clackamas Chinookan of this region, without whom the building of the District would not be possible; and

WHEREAS, The Reynolds School District ("District'), through its Equity Policy, is committed to creating welcoming school environments and recognizing diversity and appreciation of culture, class, language, ethnicity, and other differences; and

WHEREAS, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations; and

WHEREAS, the Oregon American Indian/Alaska Native State Plan mandates that the public schools of our District teach about the history, culture, contemporary lives, and governments of the Indigenous peoples of the Americas, with special emphasis on those from Oregon and across the Pacific Northwest.

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims every second Monday of October, as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of the Indigenous Peoples of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples elsewhere.

Appropriate District calendars and websites shall reference the second Monday of October as Indigenous Peoples’ Day.

The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



**RESOLUTION # 2023-2024-005
RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL BULLYING PREVENTION MONTH**

WHEREAS, National Bullying Prevention month is a campaign in the United States founded in 2006 by PACER’s National Bullying Prevention Center. The campaign is held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. Initially held the first week of October, the event was expanded to the entire month in 2010.

WHEREAS, over the last year, schools throughout the US have experienced a frightening increase in bullying and acts of hate; and

WHEREAS, bullying directly affects a student’s ability to learn. Students who are bullied often do not want to go to school. They often find it difficult to concentrate, show a decline in grades, and lose self-esteem, self-confidence, and self-worth; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and online through technology; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

WHEREAS, bullying is a community wide issue that must no longer be ignored or thought of as a rite of passage. Students, parents, and educators all have a role in addressing bullying situations and changing school culture; and

WHEREAS, we affirm our commitment to a safe and affirming space by recognizing National Bullying Prevention Month;

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board recognizes the month of October as National Bullying Prevention Month.

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



**RESOLUTION #2023-2024-006
PROCLAIMING THE CELEBRATION OF
NATIONAL SCHOOL LUNCH WEEK**

WHEREAS, in 1946, then-President Harry Truman signed the National School Lunch Act;

WHEREAS, the National School Lunch Program is now the largest federal child nutrition program;

WHEREAS, on October 9, 1962, Congress, by joint resolution, designated the week beginning the second Sunday in October each year as “National School Lunch Week;”

WHEREAS, October 9-13, 2023 is designated National School Lunch Week;

WHEREAS, approximately 30 million students nationwide are served daily meals through the National School Lunch Program;

WHEREAS, 95% of students nationwide are enrolled in schools participating in the National School Lunch Program;

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation’s children and has served our country for more than 60 years through advanced practices and nutrition education;

WHEREAS, the nutrition staff across the Reynolds School District serve approximately 2,534 breakfasts and 5,140 lunches each day;

WHEREAS, every Reynolds School District student enrolled in our schools and charters receive breakfast and lunch at no cost under the Community Eligibility Provision (CEP) meal service through the National School Lunch Program;

WHEREAS, the Reynolds School District celebrates and recognizes events and activities promoting the benefits of the National School Lunch Program;

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School District publicly thanks the Nutrition Services staff and the staff at each school for providing an excellent School Nutrition program for our school district.

BE IT FURTHER RESOLVED that Reynolds School District Board of Education proclaims the district will celebrate National School Lunch Week from October 9-13, 2023.

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



RESOLUTION #2023-2024-007
RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL SCHOOL CUSTODIAN APPRECIATION DAY

WHEREAS, Reynolds custodians work daily to clean over one million square feet;

WHEREAS, Custodians are the “eyes and ears” on the school campus, often the only person making the rounds, inside and outside the building, aware of anything or anyone out of the ordinary, assuring that doors are secure, that any hazard is eliminated, that the learning environment is safe and secure;

WHEREAS, Custodians work tirelessly to remove dirt, dust, allergens, and other asthma triggers, thus helping to reduce the largest cause of student absenteeism in the United States;

WHEREAS, Custodians are setting a professional example of positive adult behavior, fostering positive relationships with staff and students, and showing a friendly, smiling face to light up a students’ day;

NOW, THEREFORE, BE IT RESOLVED, The Reynolds School Board publicly thanks the custodial staff for their hard work and dedication to provide a healthy and safe learning environment for the students in our school district.

BE IT FURTHER RESOLVED, the District shall celebrate National School Custodian Appreciation Day on October 2, 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



RESOLUTION # 2023-2024-008
RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL COMING OUT DAY

WHEREAS, October 11th is recognized as National Coming Out Day, and this will be the 35th celebration of the day that promotes a safe world for lesbian, gay, bisexual, transgender, questioning, two-spirit, intersex, and asexual (LGBTQ2SIA+) individuals and their allies to live truthfully and openly;

WHEREAS, National Coming Out Day was founded 35 years ago by Robert Eichberg and Jean O’Leary who envisioned a world where LGBTQ2SIA+ people could live truthfully and openly. They believed that honest and genuine relationships would undermine the pervasive prejudice about LGBTQ2SIA+ concerns. Thirty-five years later, that vision still holds true;

WHEREAS, LGBTQ2SIA+ students who can identify an out LGBTQ2SIA+ school staff or adult ally report a dramatic increase in feeling safe overall at their school;

WHEREAS, almost 25% of students either have an LGBTQ2SIA+ family member or identify as LGBTQ2SIA+ themselves;

WHEREAS, sexual orientation and gender-expression-biased bullying are among the most common forms of harassment in schools;

WHEREAS, the school-dropout rate for LGBTQ2SIA+ students is up to triple the national rate of non-LGBTQ2SIA+ students, due to peer harassment and bullying;

WHEREAS, tragically, youth identifying as LGBTQ2SIA+ are overrepresented in the populations of youth experiencing homelessness, youth who are the victims of bullying, and youth who have attempted or died as a result of suicide;

WHEREAS, we strive to ensure that the District is a consistently safe and affirming space for all students and their families; and

WHEREAS, we affirm our commitment to a safe and affirming space by recognizing National Coming Out Day;

NOW, THEREFORE, BE IT RESOLVED that by recognizing October 11th as National Coming Out Day, we the Governing Board of Reynolds School District, support policies, practices and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, questioning, two-spirit, intersex, and asexual staff, students and their families.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Public to be Heard

Type: Action Item Report / Presentation

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

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

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

Those wishing to speak must sign-up prior to the start of the meeting. The first 7 submissions will be able to speak for 3 minutes.

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

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Bargaining Group Updates

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Reynolds Education Association (REA) and Oregon School Employees Association, Chapter 37 (OSEA), will provide an update to the Board of Directors.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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

To: Board of Directors

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

Subject: Summer Programs 2023 Review

Type: Action Item Report / Presentation

Policy: IA: Instructional Goal

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Chris Greenhalgh will present a summary of recently concluded summer programs including enrollment, staffing, and partnerships.

Reynolds School District staff provided a safe and engaging summer program this year, addressing unfinished learning as well as the social-emotional needs of students through hands-on activities, project-based learning, use of culturally relevant materials, and culturally-specific programming for students to demonstrate academic growth in core content areas.

We provided two meals each day (breakfast and lunch) as well as transportation to and from school.

Our SUN partners including SEI, MFS, Latino Network, and Catholic Charities assisted in the recruitment of students in collaboration with school staff. Students experiencing homelessness were recruited with assistance from our district social workers. MESD and our bilingual liaisons supported recruitment of students qualifying for migrant services and those students for whom English is an additional language. Our special education staff was critical in the design and implementation of programs for all of our students.

We served about 1000 elementary students at nine school sites and over 200 middle school students across the three middle schools. Students engaged in academics (with a focus on reading and social emotional learning) during the first portion of their 6-hour school day and enrichment activities in conjunction with SUN for the last two hours of each day. Artists-in-residence and performances were provided through a partnership with Young Audiences. Safe Routes to School taught pedestrian and biking safety to elementary students. Additional partners supported soccer, arts, technology, and more at one or more sites.

High school students were offered in-person and on-line credit recovery at both high schools. Students in grade 9 attained credit through the in-person Ninth Grade Counts program, while high schools offered core academic content and electives, with additional programming and support for students for whom English is an additional language and those who qualify for special education.

Measures of success included student assessments, student surveys, attendance data and credit attainment data.

Previous Board Action:


Not Applicable

Financial Implications:

Additional funding from state and federal sources provided us with a unique opportunity to operate schools for the third consecutive summer of programs lasting longer than ever. Funding sources included SSA grants for summer programming at three elementary and one middle school (Davis, Glenfair, Salish Ponds, and Reynolds Middle School). Additionally, we accepted state grants for Early Kindergarten summer enrichment and academics.

Motion:

Not Applicable

The background of the slide is a black and white photograph of a graduation ceremony. Graduates are seated in rows, wearing white gowns and black mortarboards. The perspective is from behind the graduates, looking down the rows. A semi-transparent dark green diagonal shape cuts across the bottom right of the image, serving as a background for the text.

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SUMMER²¹ PROGRAMS 2022-2023

Chris Greenhalgh
September 27, 2023

Enrollment, Staffing, Attendance

- **Over 1700 Students Participated**

- 9 Elementary Schools, 3 Middle Schools, 2 High Schools
- Early Kindergarten through high school, in-person as well as secondary online credit recovery
- Over 375 scholars in Freedom Schools™
- Average student attendance rate of 80%

- **Recovery Services and Specialized Programs**

- Life Skills
- Functional Life Skills

- **Over 130 Certified Staff, 100 Classified Staff, and 40 Interns**

Secondary

- 600+ students in high schools earned 277 total credits
- 24 students graduated as a result of summer credits earned
- 26 students moved into 9th Grade "on track" status

23

Children's Defense Fund Freedom Schools™

- **Alder, Davis, H.B. Lee, and Reynolds Middle School**
 - Proposing to continue the program at the current levels/sites
 - Uses the culturally responsive literature-based Integrated Reading Curriculum
- **Servant Leader Interns**
 - Many were RSD graduates and worked as SLIs during 2021-22 summer school
 - Typically college students between the ages of 19 and 28
 - Trained by Freedom Schools, supported by teachers and site administrators
- **Junior Servant Leader Interns**
 - 11 graduating seniors participated
 - Earned college credits in education along with internship hours
 - Supported by grant funds

Funding and Requirements

- Davis, Glenfair, Salish, and RMS completed year three of four of ODE Student Success Act Summer Programs funding
- State grants for pre-K summer programs were provided again during the 2022-23 school year
- Prioritizing enrollment based on focal groups, special education recovery services
- Detailed end-of-program reports for each grant to ODE to include assessment data using STAR

Some of our Partners for Summer Programs

- Trillium Family Services
- Metropolitan Family Services
- Self Enhancement, Inc.
- Latino Network
- Catholic Charities
- Young Audiences
- Safe Routes to School
- Playworks
- Street Soccer, USA
- Play-Well Teknologies
- Growing Gardens



Questions?



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To: Board of Directors

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

Subject: 2022-2023 English Language Proficiency Assessment and Oregon Statewide Assessment Results

Type: Action Item Report / Presentation

Policy: IL: Assessment Program

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Rachel Aazzerah, Director of Assessment and System Improvement, will give an overview of Reynolds student performance on both the 2022-2023 English Language Proficiency Assessment (ELPA) and the Oregon Statewide Assessment System (OSAS) in the content areas of English language arts (ELA), mathematics and science.

Each fall, the Oregon Department of Education releases the official ELPA and OSAS data to schools to review and analyze in order to assist with systemic academic planning. The ELPA measures and reports on student English language proficiency in reading, writing, speaking, and listening comprehension. ELPA is delivered online and designed to be interactive, and it includes questions that reflect real-world scenarios. Its main purpose is to qualify students for appropriate language services and help guide schools to best address student needs.

OSAS currently includes summative assessments administered annually by subject matter and grade. Pursuant to federal and state accountability requirements, Oregon public schools test students in English language arts (ELA) and math in grades 3 – 8, and 11, and science in grades 5, 8, and 11.

Previous Board Action:


Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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2022-2023 English Language Proficiency Assessment (ELPA) and Oregon Statewide Assessment System (OSAS) Results

Rachel Aazzerah
September 27, 2023

English Language
Proficiency
Assessment (ELPA)

ELPA Summative Proficiency Rates



2021-2022

Grade	District (%)	State (%)
K	2	3
1	2	6
2	11	17
3	8	13
4	6	11
5	6	11
6	4	10
7	1	6
8	3	6
9	7	5
10	9	9
11	10	11
12	8	8

2022-2023

Grade	District (%)	State (%)
K	3	3
1	6	8
2	14	16
3	14	14
4	11	12
5	9	11
6	8	11
7	3	5
8	4	6
9	2	4
10	4	6
11	7	8
12	6	4

Oregon Statewide³² Assessment System (OSAS)

English Language Arts (ELA) Proficiency



2021-2022

Grade	District (%)	State (%)
3	19	39
4	23	43
5	31	47
6	20	41
7	27	46
8	25	44
11	38	47

2022-2023

Grade	District (%)	State (%)
3	19	39
4	22	42
5	30	47
6	20	41
7	24	44
8	21	42
11	36	46

³³

Math Proficiency

2021-2022

Grade	District (%)	State (%)
3	18	39
4	14	36
5	11	30
6	8	28
7	10	30
8	11	26
11	9	20

2022-2023

Grade	District (%)	State (%)
3	19	40
4	15	38
5	12	31
6	9	28
7	13	30
8	9	26
11	8	20

34

ELA Proficiency (State Average*)



Grade	English Learners		Students w/Disabilities		Black/African American Students		Latino/a Students	
	2021-22	2022-23	2021-22	2022-23	2021-22	2022-23	2021-22	2022-23
3	7.1 (7.7)	14.3 (7.6)*	8.7 (19.6)	8.4 (19.8)	5.8 (21.0)	12.5 (22.0)	12.4 (21.4)	8.0 (22.1)
5	17.7 (6.0)	5.0 (6.5)	9.6 (19.7)	<5.0 (18.4)	20.3 (26.4)	<5.0 (29.4)	23.7 (28.9)	8.6 (28.7)
8	8.1 (<5.0)	<5.0 (<5.0)	<5.0 (11.8)	<5.0 (11.7)	12.3 (26.5)	14.0 (22.2)	17 (28.4)	14.2 (26.1)
11	13 (5.9)	11.6 (14.5)	11.6 (14.3)	12.9 (14.5)	8.2 (24.9)	29.7 (31.3)	27.2 (33.9)	24.2 (33.8)

Math Proficiency (State Average*)

Grade	English Learners		Students w/Disabilities		Black/African American Students		Latino/a Students	
	2021-22	2022-23	2021-22	2022-23	2021-22	2022-23	2021-22	2022-23
3	5.8 (10.8)	14.3 (10.6)*	7.3 (21.3)	7.6 (22.1)	11.8 (17.7)	5.4 (21.2)	9.4 (22.1)	12.8 (21.9)
5	7.3 (<5.0)	6.5 (<5.0)	5.5 (12.4)	5.0 (11.3)	5.6 (11.7)	5.7 (12.0)	9.0 (14.5)	10.2 (14.7)
8	<5.0 (<5.0)	<5.0 (<5.0)	<5.0 (6.1)	<5.0 (6.2)	<5.0 (11.9)	<5.0 (9.8)	6.4 (12.9)	<5.0 (11.8)
11	<5.0 (<5.0)	<5.0 (<5.0)	<5.0 (<5.0)	<5.0 (<5.0)	<5.0 (5.7)	6.3 (7.2)	<5.0 (9.8)	<5.0 (9.5)

Science Proficiency

2021-2022

Grade	District (%)	State (%)
5	14	30
8	14	28
11	18	32

2022-2023

Grade	District (%)	State (%)
5	15	30
8	11	26
11	20	33

Science Proficiency (State Average*)




Grade	English Learners		Students w/Disabilities		Black/African American Students		Latino/a Students	
	2021-22	2022-23	2021-22	2022-23	2021-22	2022-23	2021-22	2022-23
5	6.8 (<5.0)*	5.1 (<5.0)	7.7 (14.2)	6.8 (13.0)	8.0 (11.8)	8.2 (12.5)	8.5 (14.0)	8.6 (13.6)
8	9.0 (<5.0)	<5.0 (<5.0)	<5.0 (8.9)	<5.0 (8.4)	<5.0 (11.6)	5.7 (9.1)	8.3 (13.1)	6.0 (12.2)
11	<5.0 (<5.0)	5.0 (<5.0)	<5.0 (9.7)	11.5 (10.8)	<5.0 (16.8)	11.1 (16.2)	8.5 (19.2)	13 (19.2)

A black and white photograph showing a group of people from behind, embracing each other in a group hug. The image is partially obscured by a green diagonal overlay.

Questions?

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

A black and white photograph of a classroom. Several young children are sitting on a patterned rug, looking towards the front of the room. A teacher or adult is partially visible in the foreground, also sitting on the rug. The background shows a whiteboard and a door.

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



2023 Oregon Statewide Assessment Results: OSAS and ELPA

Prepared by the Office of Assessment
and Systems Improvement
Reynolds School District 7
9/20/2023

2022-2023 Reynolds School District Oregon Statewide Assessment System Data Analysis

English Language Arts

When comparing the 2021-22 Reynolds School District (RSD) English Language Arts Assessment results to the 2022-23 data (see below), there were some slight declines (highlighted in yellow) in proficiency rates (grades 4, 5, 7, 8 and 11), and two grade levels that were consistent with their proficiency rates (grades 3 and 6). RSD students showed higher proficiency rates in the domains of listening and research. In addition, the focal areas that will be targeted throughout the district for 2023-24 should be reading as well as writing.

The 2023-24 school year is the second year of implementation of the board adopted *HMH-Into Reading* (K-5) and *HMH-Into Literature* (6-12) English Language Arts instructional materials. In 2021-22, the first cohort of elementary educators and instructional coaches completed LETRS (Science of Reading) training to assist all students with learning the foundational skills to learn to read. Additional student acceleration and intervention instructional materials and resources have been acquired to assist students with the support that they individually need in order to obtain and become proficient of grade level content. In addition a certified reading specialist was added to each elementary school for 2022-23 to provide additional instruction to struggling students.

2021-2022			2022-2023		
Grade	District (%)	State (%)	Grade	District (%)	State (%)
3	19	39	3	19	39
4	23	43	4	22	42
5	31	47	5	30	47
6	20	41	6	20	41
7	27	46	7	24	44
8	25	44	8	21	42
11	38	47	11	36	46

Mathematics

When comparing the 2021-22 RSD Mathematics Assessment results to the 2022-23 data, there were increases in proficiency rates for grades 3-7 (in orange below), as well as small declines in grades 8 and 11 (in yellow). RSD students showed higher proficiency rates in Concepts and Procedures. In addition, the overarching focal areas for 2023-24 are Problem Solving/Modeling and Data Analysis, and Communicating Reasoning.

2023-24 is the first year of implementing our newly adopted math instructional materials *i-Ready* (K-5), *EdGems* (6-8), and *Big Ideas* (9-12). This summer teams of educators worked collaboratively to develop scope and sequences for the new math instructional materials, as well as develop and/or align local performance tasks for mathematics problem solving. During educator in-service, educators were provided with professional development on each of the new math instructional materials in order to begin using them with students this fall.

2021-2022

Grade	District (%)	State (%)
3	18	39
4	14	36
5	11	30
6	8	28
7	10	30
8	11	26
11	9	20

2022-2023

Grade	District (%)	State (%)
3	19	40
4	15	38
5	12	31
6	9	28
7	13	30
8	9	26
11	8	20

Science

When comparing the 2021-22 RSD Science Assessment results to 2022-23 data, there were increases in proficiency rates for grades 5 and 11 (in orange below), while grade 8 saw a decline (in yellow). RSD students showed higher proficiency rates in the domains of life, earth and space sciences. In addition, the focal areas that will be targeted throughout the district for 2023-24 are chemistry and physics, as well as planning scientific investigations and/or solving engineering related problem.

2021-2022

Grade	District (%)	State (%)
5	14	30
8	14	28
11	18	32

2022-2023

Grade	District (%)	State (%)
5	15	30
8	11	26
11	20	33

Individual School Results for the Oregon Statewide Assessment System (OSAS)

Comparing the 2021-22 and 2022-23 Oregon Statewide Assessment System results shows a significant decrease in the number of schools, grade levels and assessment areas that scored less than five percent proficiency. During the 2021-22 school year, RSD had four instances (3rd and 4th grade ELA at Alder, 3rd grade at Davis, 3rd grade at Salish Ponds) in which students scored less than five percent proficiency in English Language Arts. In regard to mathematics, RSD had eleven instances: 4th grade at Alder; 3rd and 4th grade at Davis; 3rd and 4th grade at Fairview; 5th grade at Margaret Scott; 3rd and 5th grade at Salish Ponds; 5th grade at Woodland; 6th grade at H.B. Lee; and 11th grade at Reynolds Learning Academy.

The 2022-23 school year saw a significant decrease in the number of instances in which students scored less than five percent on the Oregon Statewide Assessment results. There are **no** schools that scored less than five percent in the area of English Language Arts and there were seven instances in which students scored less than five percent in the area of mathematics: 3rd, 4th and 5th grade at Alder; 5th grade at Davis; 8th grade at H.B. Lee; 6th grade at Reynolds Middle; and 11th grade at Reynolds Learning Academy.

During the 2022-2023 school year, RSD also had schools that scored at or above the state average. At Sweetbriar, 4th grade students scored higher than the state average on both the English Language Arts and mathematics assessments, and 5th grade students scored higher than the state average on the English Language Arts assessment. At Troutdale, the fifth-grade class scored at or above the state assessment in the areas of English Language Arts, mathematics and science. At Walt Morey Middle School, 6th grade students scored at or above the state average on the English Language Arts assessment.

2022-2023 Oregon Statewide Assessment Data for By School (Elementary)

School Name	Grade Level	ELA	Mathematics	Science
Alder	3	9.2	< 5.0	
	4	7.8	< 5.0	
	5	8.6	< 5.0	< 5.0
Davis	3	15.1	9.4	
	4	5.3	< 5.0	
	5	9.8	9.8	11.7
Fairview	3	21.6	21.6	
	4	10.6	8.5	
	5	29.5	13.6	13.3
Glenfair	3	21.3	19.7	
	4	25.3	16	
	5	30.2	15.9	12.5
Hartley	3	7.5	20	
	4	12	9.8	
	5	23.4	9.4	10.9
Margaret Scott	3	17	21.8	
	4	15.8	21.1	
	5	26.9	9.6	20
Salish Ponds	3	6.8	8.5	
	4	6.3	6.1	
	5	13.2	7.5	11.3
Sweetbriar	3	14.6	25.5	
	4	59.5	40.5	
	5	47.7	16.3	26.2
Troutdale	3	26.7	26.7	
	4	33.3	31.5	
	5	61.3	36.1	33
Wilkes	3	23.9	23.6	
	4	23.9	14.9	
	5	29.4	6	9.2

Woodland	3	11.9	9.1	
	4	18	8.2	
	5	29.4	15.7	12.2
Reynolds School District TOTAL	3	19	19	
	4	22	15	
	5	30	12	15

2022-2023 Oregon Statewide Assessment Data for By School (Secondary)

School Name	Grade Level	ELA	Mathematics	Science
H.B. Lee	6	9.4	5.3	
	7	18.8	8.5	
	8	12.6	< 5.0	6.3
Reynolds	6	13.2	< 5.0	
	7	14.2	6.8	
	8	12.1	5.7	7.1
Walt Morey	6	41.0	22.7	
	7	41	25.4	
	8	38.3	19.7	23.2
Reynolds School District TOTAL (6-8)	6	20	9	
	7	24	13	
	8	21	9	11
Reynolds High	11	38	9.4	21.2
Reynolds Learning Academy	11	20.9	< 5.0	10.5
Reynolds School District TOTAL (11)	11	36	8	20

Analysis of the 2021-22 and 2022-23 Oregon Statewide Assessments Disaggregated by Grade Band

There was significant growth for Black/African American students (21%), and significant growth for Multi-Racial students (13%) in English Language Arts at the high school level.

In addition, there was significant growth at the high school level for Talented and Gifted students in math. On the high school science assessment there was significant growth (24%) for Multi-Racial students and also for Talented and Gifted students (13.3%).

OSAS Percent Proficient Disaggregated by Grade Band and by Demographic

English Language Arts

Demographic	Elementary (Grades 3-5)		Middle School (Grades 6-8)		High School (Grade 11)	
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023
Total	24.4	24	24.3	21.5	36.5	33.5
Male	22.5	22.4	21.2	19.3	40.1	31
Female	26.5	25.7	27.5	23.8	32	36.5
Non-Binary	*	< 5.0	66.7	35.7	100	100
American Indian/Alaska Native	22.7	41.7	20	7.7	100	< 5.0
Asian	28.1	30.6	41.6	32.5	64.7	44.7
Native Hawaiian/Pacific Islander	24	9.5	21.5	17.3	41.7	35.3
Black/African American	12.9	14.4	11.6	12.8	8.7	29.7
Hispanic/Latino	17.2	18.5	16.3	14.8	27.8	24.2
Multi-Racial	26	22.8	22.4	22.8	36.7	50
White	38.3	36	38.3	33.4	54.5	47.9
Underserved Races/Ethnicities	17	17.8	15.8	14.5	25.6	25.4
Economically Disadvantaged	24.4	24	24.4	21.5	36.5	33.2

English Learners	11.8	13	10.2	7.1	13.3	11.6
Ever English Learners	12	13	17.9	14	31.7	26.5
Students with Disabilities	9.1	9.8	< 5.0	5.3	14.3	12.9
Talented and Gifted	72.9	66.7	74.9	67.3	75.9	75
Migrant	9.1	17.4	14.6	2.9	16.7	< 5.0
Combined Disadvantaged	24.4	24	24.3	21.5	36.5	33.3
Homeless	15.9	11.9	8.8	9.1	21.1	33.3
Foster Care	26.3	42.9	30.8	11.1	< 5.0	33.3
Military Connected	20	20	100	< 5.0	100	< 5.0
Recent Arrivers		< 5.0		6.3		< 5.0

Math

Demographic	Elementary (Grades 3-5)		Middle School (Grades 6-8)		High School (Grade 11)	
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023
Total	14.5	15.5	9.3	10.5	9.2	7.6
Male	16.3	16.9	10.2	12.8	10.8	6.4
Female	12.5	13.9	8.3	7.8	6.8	9.1

Non-Binary	*	50	66.7	21.4	100	< 5.0
American Indian/Alaska Native	9.1	16.7	5	6.7	< 5.0	< 5.0
Asian	20.4	25.9	20.9	18.1	28.1	22.9
Native Hawaiian/Pacific Islander	9.2	7.9	5.8	6.1	< 5.0	7.7
Black/African American	8.3	6.5	< 5.0	< 5.0	< 5.0	6.3
Hispanic/Latino	9.6	10.3	5.3	7.1	< 5.0	< 5.0
Multi-Racial	11.4	15.8	7.1	11.8	8.3	5.9
White	24.6	25.5	16.2	17	15.2	11
Underserved Races/Ethnicities	9.3	9.6	5.0	6.5	< 5.0	< 5.0
Economically Disadvantaged	14.6	15.5	9.4	10.5	< 5.0	7.6
English Learners	6.3	9.7	< 5.0	< 5.0	< 5.0	< 5.0
Ever English Learners	6.4	9.7	7.1	7.1	7.8	7.2
Students with Disabilities	6.6	7.6	< 5.0	< 5.0	< 5.0	< 5.0
Talented and Gifted	58.3	56.3	56.5	49.4	32	50
Migrant	< 5.0	< 5.0	5.1	< 5.0	< 5.0	< 5.0
Combined Disadvantaged	14.5	15.5	9.3	10.5	9.2	7.6

Homeless	11.7	6.3	< 5.0	< 5.0	7.1	6.3
Foster Care	16.7	14.3	8.3	5.6	< 5.0	< 5.0
Military Connected	20	40	< 5.0	< 5.0	< 5.0	< 5.0
Recent Arrivers		10.6		< 5.0		< 5.0

Science

Demographic	Elementary (Grades 3-5)		Middle School (Grades 6-8)		High School (Grade 11)	
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023
Total	14	15.2	13.4	11.4	16.8	19.9
Male	19.6	16.9	15.3	12.3	19.3	21.7
Female	7.7	13.3	11.8	10	13.3	17
Non-Binary	*	*	< 5.0	40	100	50
American Indian/Alaska Native	< 5.0	< 5.0	< 5.0	< 5.0	< 5.0	< 5.0
Asian	18.9	25	25	14.8	41.4	34.6
Native Hawaiian/Pacific Islander	9.7	5	8.7	< 5.0	18.2	< 5.0
Black/African American	8	8.2	< 5.0	5.7	< 5.0	11.1
Hispanic/Latino	8.5	8.6	8.3	6	8.5	13

Multi-Racial	7	23.3	19	12.5	20.8	43.8
White	25.7	26.9	22.2	23.8	30.8	30.5
Underserved Races/Ethnicities	8.4	8.2	7.5	5.6	7.4	11.8
Economically Disadvantaged	14.1	15.2	13.4	11.4	16.8	19.5
English Learners	6.8	5.1	< 5.0	1.2	< 5.0	< 5.0
Ever English Learners	7	5.1	8.9	6.6	8.3	14
Students with Disabilities	7.7	6.8	< 5.0	< 5.0	< 5.0	11.5
Talented and Gifted	62.2	59.6	56.5	54.9	54.9	68.2
Migrant	< 5.0	< 5.0	12.5	< 5.0	< 5.0	20
Combined Disadvantaged	14	15.2	13.4	11.4	16.8	19.7
Homeless	14.3	13.8	10	11.1	7.1	22.2
Foster Care	20	28.6	14.3	< 5.0	< 5.0	< 5.0
Military Connected	< 5.0	50	< 5.0	< 5.0	< 5.0	< 5.0
Recent Arrivers		< 5.0		< 5.0		< 5.0

English Language Proficiency (ELPA)

When comparing the 2021-22 Reynolds School District English Language Proficiency Assessment results to the 2022-23 data, there were increases in proficiency rates for grades K-8 (in orange below), while four grades 9-12 saw small declines in their proficiency rates (in yellow). RSD students showed higher proficiency rates in the domains of Reading and Listening. In addition, the focal areas that will be targeted throughout the district for

2023-24 are Writing and Speaking topics of complex literary and informational texts, making claims with reasoning and evidence, and analyzing and critiquing others.

The 2023-24 school year will be the second year of implementation of the English Language Development instructional materials. Educators received professional learning in sheltered instruction during educator in-service in August and will receive additional professional learning on November 1, 2023 (K-5 educators), and January 2, 2024 (6-12 educators).

2021-2022			2022-2023		
Grade	District (%)	State (%)	Grade	District (%)	State (%)
K	2	3	K	3	3
1	2	6	1	6	8
2	11	17	2	14	16
3	8	13	3	14	14
4	6	11	4	11	12
5	6	11	5	9	11
6	4	10	6	8	11
7	1	6	7	3	5
8	3	6	8	4	6
9	7	5	9	2	4
10	9	9	10	4	6
11	10	11	11	7	8
12	8	8	12	6	4

Conclusion

The future is bright in Reynolds School District, with the district-wide adoption of new English Language Arts, English Language Development and mathematics instructional materials that are aligned with both the state standards and current best-practices research. Professional learning continues to provide educators and administrators the tools they need to implement what they have learned in the areas of both the Science of Reading (LETRS), and sheltered instruction. With new student acceleration and intervention instructional materials, as well as dedicated instructional time for acceleration and intervention blocks, on-going targeted support will assist students with gaining the knowledge and skills they need to become proficient at grade level and beyond. In addition, the switch to middle and high school block schedules eliminates passing time between classes, so students will have additional instructional minutes throughout the day. The switch also allows high school students to take eight classes instead of just seven, giving them the opportunity to earn additional credits to graduate with their cohort on time.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Superintendent's Report

Type: Action Item Report / Presentation

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

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Superintendent Caropelo will provide announcements and reports to the Board:

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

Previous Board Action:


Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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

Superintendent⁵² Report: Communications

Steve Padilla, Director of Communications

September 27, 2023

RSD

Communications

Activities in

October

- Capturing images from school activities;
- Assisting schools with ParentSquare questions/set up for parents and teachers;
- Securing articles for our monthly newsletter;
- Showcasing new volunteer system for parents/community members;
- Conduct media interviews as appropriate;



RSD Social Media in October

Social Media Activities

- National Bullying Prevention Month;
- National Principal's Month;
- National School Custodian Month;
- World Teacher Day, 5th;
- Indigenous Peoples' Day, 9th;
- National Walk and Bike to School Day, 5th;
- National School Lunch Week 11-15;
- National School Bus Safety Week 18-22;

Award-winning Sabes que – Did You Know!

- We conducted a podcast with Language Services to discuss how they help parents navigate the educational system;
- We are securing interviews various departments such as technology, nutrition and transportation for upcoming podcasts;
- Our Podcasts can be found on Amazon Music, Spotify, iHeartRadio, Pandora, and Apple Podcasts!

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Questions?



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



2023-2024 Reynolds SD 7 | General Fund Overview - Revenue

YTD Local Sources

0.36% of Budget

Prior Year YTD: 0.45% of Actuals

YTD State Sources

22.80% of Budget

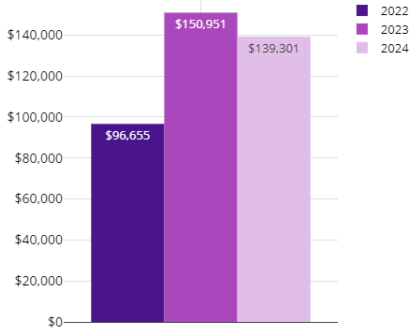
Prior Year YTD: 25.26% of Actuals

YTD All Sources (except 5400s)

16.75% of Budget

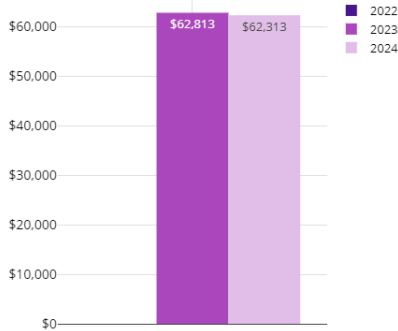
Prior Year YTD: 18.91% of Actuals

Local Sources (1000s)



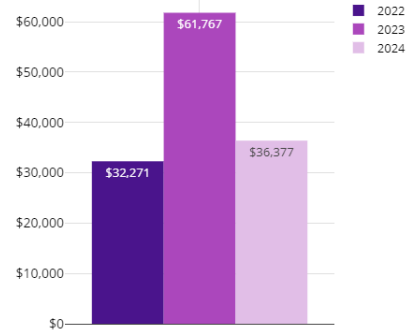
For the Period JUL - AUG

Property Taxes (1100s)



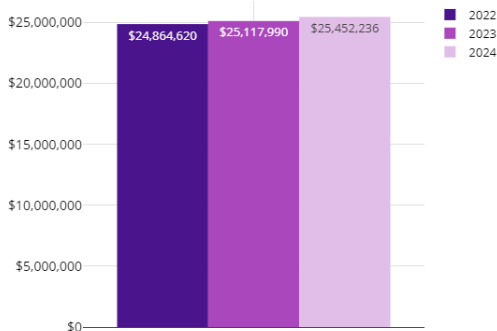
For the Period JUL - AUG

Interest Earnings (1500s)



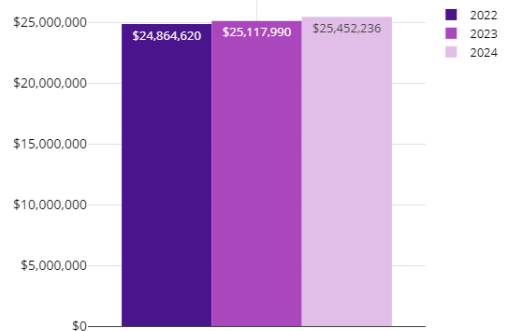
For the Period JUL - AUG

State Sources (3000s)



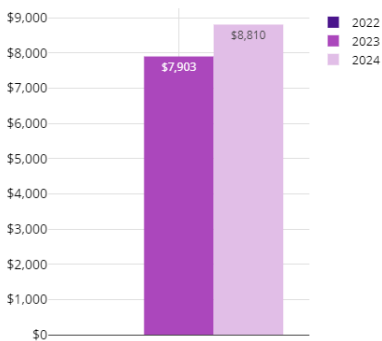
For the Period JUL - AUG

State School Fund (3101)



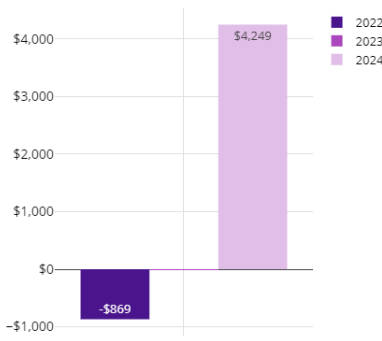
For the Period JUL - AUG

Intermediate Sources (2000s)



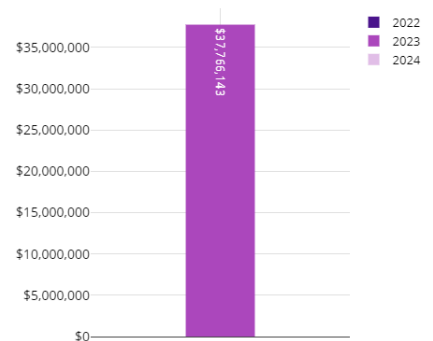
For the Period JUL - AUG

Federal Sources (4000s)



For the Period JUL - AUG

Other Sources (5000s)



For the Period JUL - AUG



2023-2024 Reynolds SD 7 | General Fund Overview - Expense

YTD Salary and Benefits

3.89% of Budget

Prior Year YTD: 4.07% of Actuals

YTD Purchased Services

15.68% of Budget

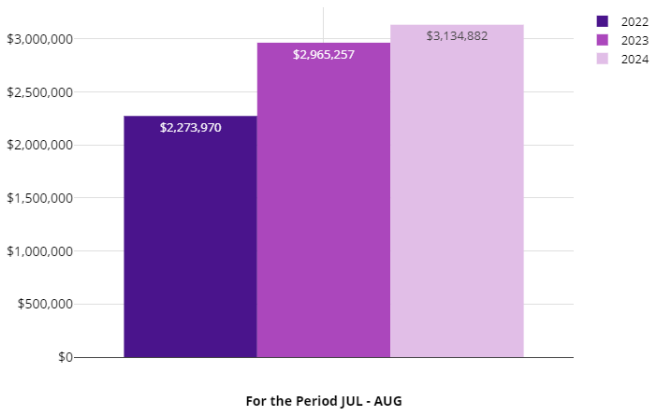
Prior Year YTD: 11.30% of Actuals

YTD Other Expenses

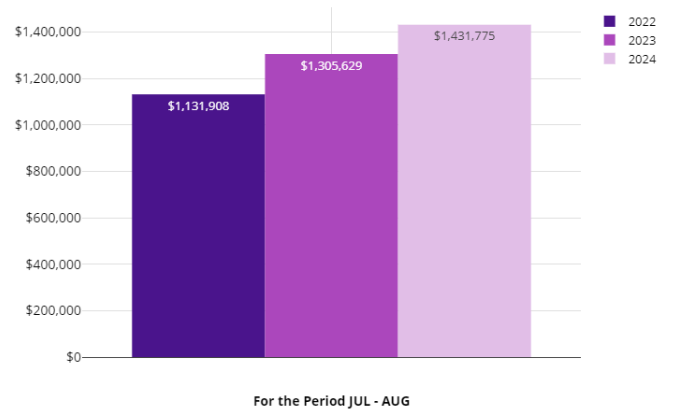
33.24% of Budget

Prior Year YTD: 16.46% of Actuals

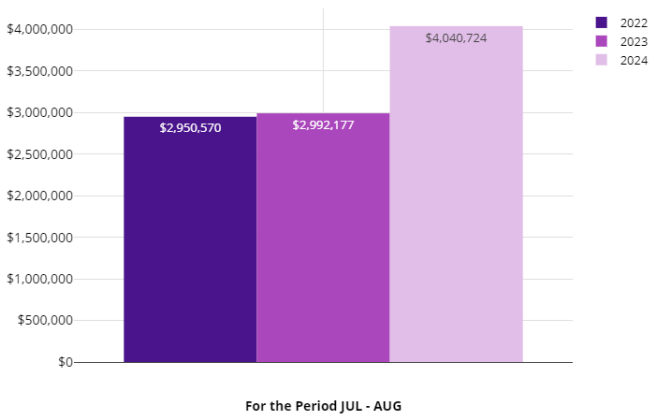
Salaries (100s)



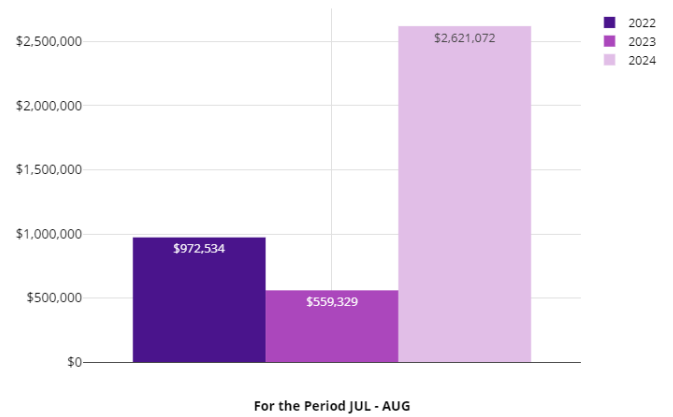
Benefits (200s)



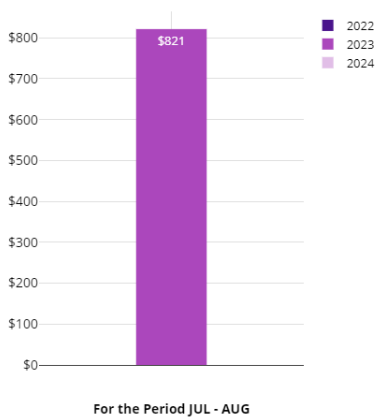
Purchased Services (300s)



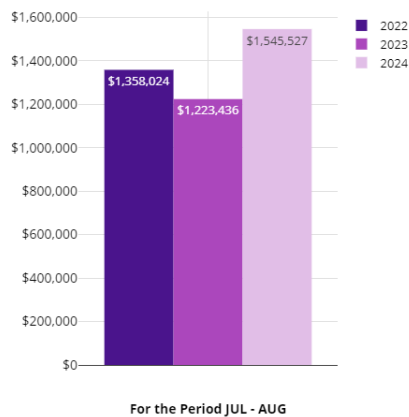
Supplies (400s)



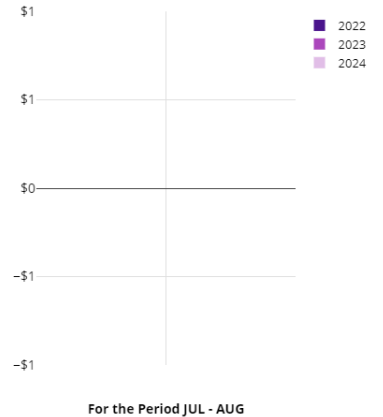
Capital Outlay (500s)



Other Objects (600s)



Transfers (700s)

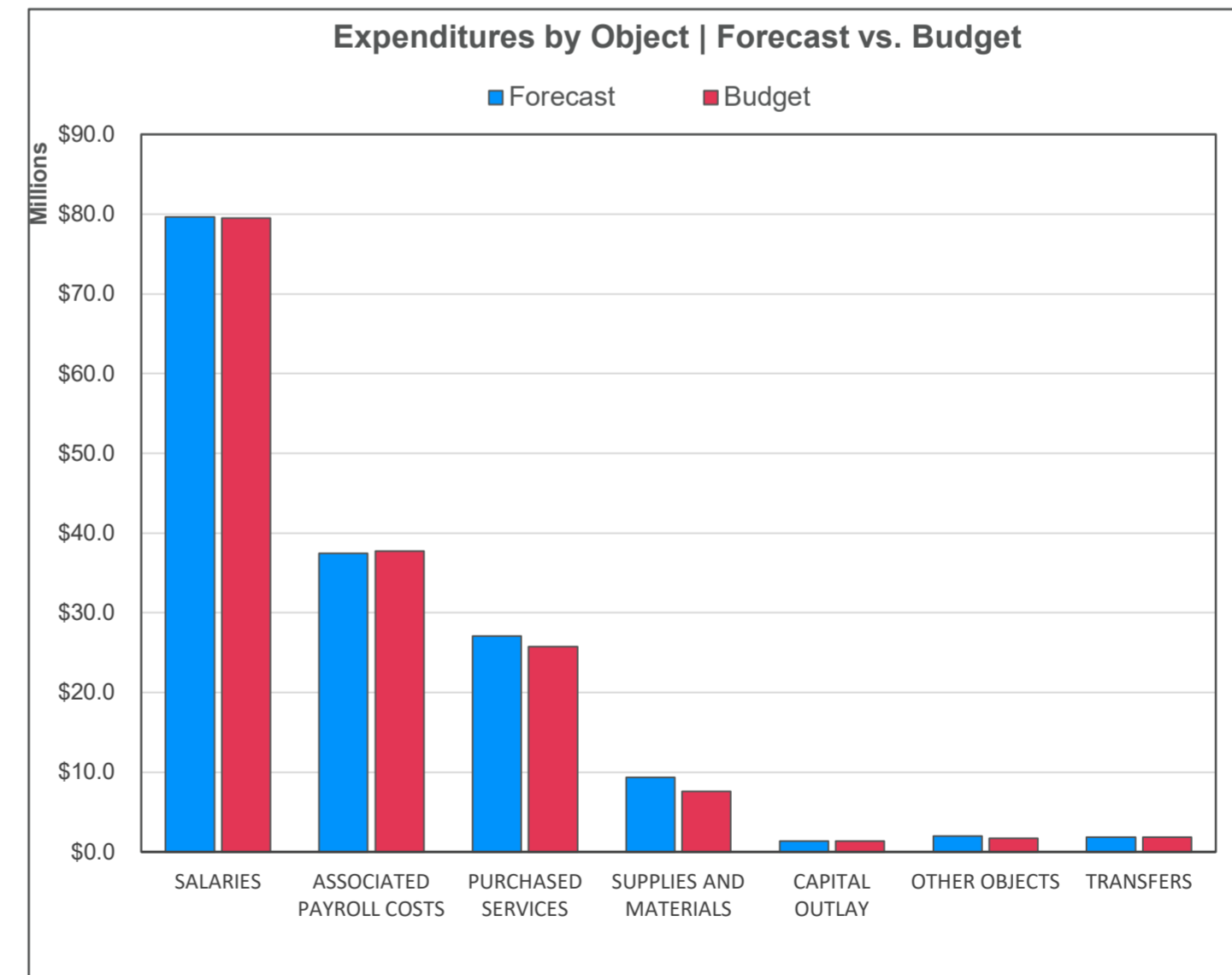
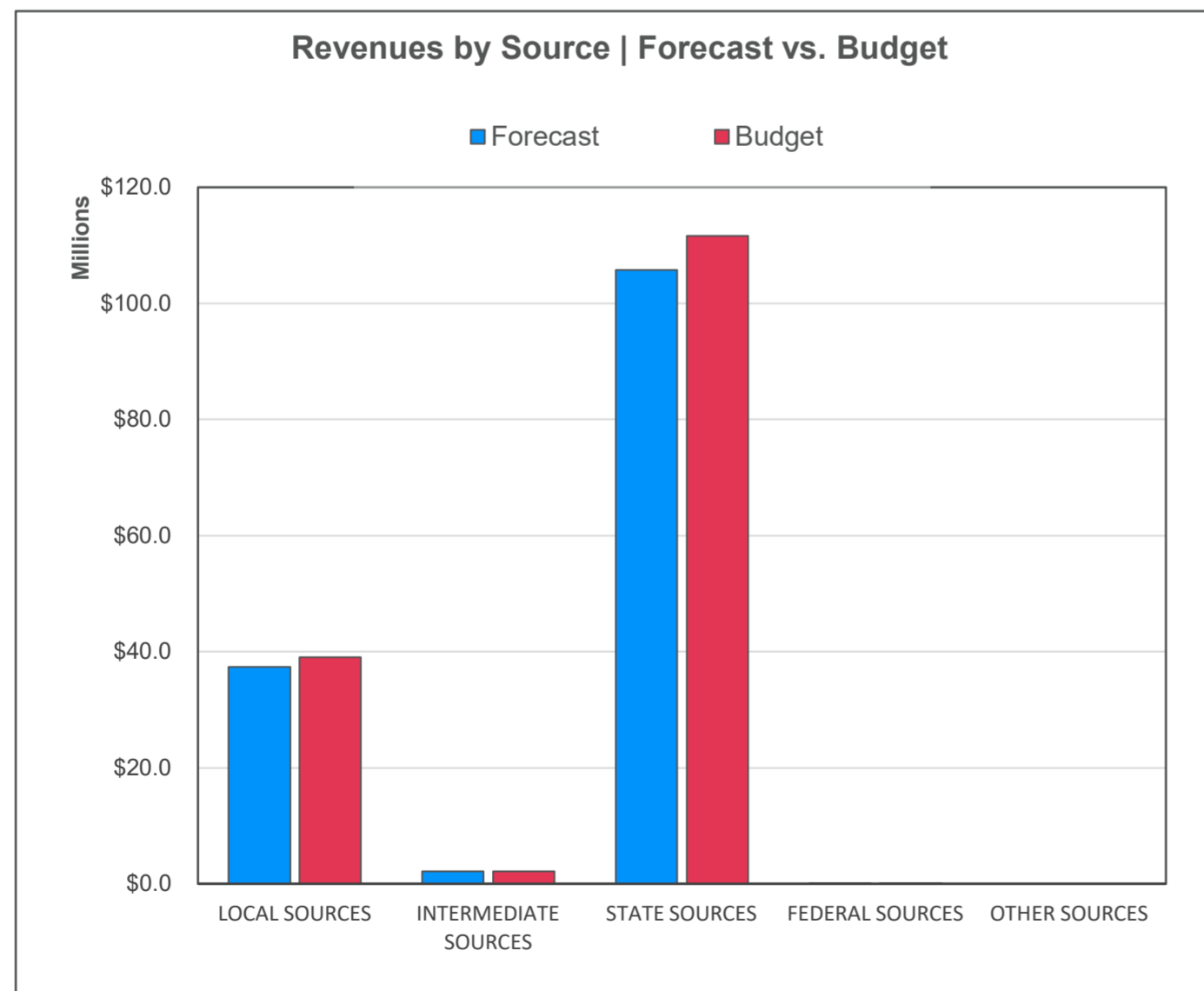


100 General Fund | Financial Projection by Object

For the Period Ending August 31, 2023

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast	Variance Fav / (Unfav)
RESOURCES						
Operating Revenues						
Local Sources	\$ 150,951	\$ 39,044,854	\$ 139,301	0.36%	\$ 37,365,773	\$ (1,679,081)
Intermediate Sources	7,903	2,100,727	8,810	0.42%	2,109,537	8,810
State Sources	25,117,990	111,653,836	25,452,236	22.80%	105,752,862	(5,900,974)
Federal Sources	-	60,000	4,249	7.08%	60,329	329
Other Sources	-	-	-	0.00%	-	-
Total Operating Revenues	\$ 25,276,845	\$ 152,859,417	\$ 25,604,596	16.75%	\$ 145,288,502	\$ (7,570,915)
Beginning Fund Balance	37,766,143	41,519,249	-	0.00%	27,000,000	(14,519,249)
TOTAL RESOURCES	\$ 63,042,987	\$ 194,378,666	\$ 25,604,596	13.17%	\$ 172,288,502	\$ (22,090,164)
REQUIREMENTS						
Operating Expenditures						
Salaries	\$ 2,965,257	\$ 79,532,650	\$ 3,134,882	3.94%	\$ 79,656,601	\$ (123,951)
Associated Payroll Costs	1,305,629	37,755,098	1,431,775	3.79%	37,433,299	321,799
Purchased Services	2,992,177	25,765,740	4,040,724	15.68%	27,103,196	(1,337,456)
Supplies and Materials	559,329	7,604,112	2,621,072	34.47%	9,323,865	(1,719,753)
Capital Outlay	821	1,383,500	-	0.00%	1,375,402	8,098
Other Objects	1,223,436	1,701,727	1,545,527	90.82%	1,970,820	(269,093)
Transfers	-	1,846,250	-	0.00%	1,846,250	-
Total Operating Expenditures	\$ 9,046,649	\$ 155,589,077	\$ 12,773,980	8.21%	\$ 158,709,431	\$ (3,120,356)
Contingencies	-	29,070,656	-	0.00%	-	29,070,656
Unappropriated Ending Fund Balance	-	9,718,933	-	0.00%	-	9,718,933
TOTAL REQUIREMENTS	\$ 9,046,649	\$ 194,378,666	\$ 12,773,980	6.57%	\$ 158,709,431	\$ 35,669,233
Ending Fund Balance					\$ 13,579,070	
OPERATING SURPLUS / (DEFICIT)	\$ 16,230,196	\$ (2,729,660)	\$ 12,830,616		\$ (13,420,930)	\$ (4,450,559)

(Operating Revenue less Operating Expenses)



Enrollment Count Report 2023-2024

Elementary Enrollment By Classroom
September 20, 2023

Variance

22-23 vs 23-24

										Proj	Diff
School	Kndgtn	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	Total				
Alder								Alder			
Dual Language	16	25	21	24	26	24					
	15	21	19	24	21	25					
	18	20	18	23	23	27					
Total	49	66	58	71	70	76	390	342	49		
# of Classes	3	3	3	3	3	3	18				
Average Class	16.33	22.00	19.33	23.67	23.33	25.33					
Davis	8	15	23	17	15	22		Davis			
	9	18	21	16	15	23					
	8	18	22	14	23	22					
	9	16									
Total	34	67	66	47	53	67	334	363	-29		
# of Classes	4	4	3	3	3	3	20				
Average Class	8.50	16.75	22.00	15.67	17.67	22.33					
Fairview	16	23	22	16	17	15		Fairview			
	16	23	24	16	17	17					
	15	0	0	15	19	18					
		1	4	2	3	5					
Total	47	47	50	49	56	55	304	277	27		
# of Classes	3	2	2	3	3	3	16				
Average Class	15.67	15.33	15.33	15.67	17.67	16.67					
Glenfair	17	19	18	22	22	22		Glenfair			
	15	19	15	24	22	20					
	16	22	17	23	22	21					
	15	20	17			22					
Total	63	80	67	69	66	85	430	404	26		
# of Classes	4	4	4	3	3	4	22				
Average Class	15.75	20.00	16.75	23.00	22.00	21.25					
Hartley	18	16	19	20	19	28		Hartley			
	18	14	19	20	18	28					
	16	16	20	20							
Total	52	46	58	60	37	56	309	297	12		
# of Classes	3	3	3	3	2	2	16				
Average Class	17.33	15.33	19.33	20.00	18.50	28.00					
M Scott	21	17	17	17	17	18		M Scott			
	18	17	17	18	21	19					
	21	16	19	19	20	18					
Total	60	50	53	54	58	55	330	295	35		
# of Classes	3	3	3	3	3	3	18				
Average Class	20.00	16.67	17.67	18.00	19.33	18.33					
Salish Ponds	17	28	17	19	22	19		Salish Ponds			
	17	27	16	17	21	16					
	15		16	18	21	18					
Total	49	55	49	54	64	53	324	298	26		
# of Classes	3	2	3	3	3	3	17				

Average Class		16.33	27.50	16.33	18.00	21.33	17.67			
Sweetbriar		15	19	19	20	24	22		Sweetbriar	
		16	19	19	20	24	23			
		15								
Total		46	38	38	40	48	45	255	238	17
# of Classes		3	2	2	2	2	2	13		
Average Class		15.33	19.00	19.00	20.00	24.00	22.50			
Troutdale		19	21	18	20	20	22		Troutdale	
		17	20	19	18	21	23			
		18	20	18	19					
		1	4	4	5	3	2			
Total		55	65	59	62	44	47	332	347	-15
# of Classes		3	3	3	3	2	2	16		
Average Class		18.00	20.33	18.33	19.00	20.50	22.50			
Wilkes		22	23	20	18	18	18		Wilkes	
		20	21	19	18	19	16			
		22	20	18	18	19	18			
				17	19	19	17			
		2	6	2	4	2	4			
Total		66	70	76	77	77	73	439	438	1
# of Classes		3.0	3.0	4	4	4	4	22		
Average Class		21.33	21.33	19.00	18.00	18.67	17.33			
Woodland		23	18	19	17	22	21		Woodland	
		24	20	21	17	24	21			
		22	19	20	16	24	24			
		4	3	6	3	5	9			
Total		73	60	66	53	75	75	402	387	15
# of Classes		3	3	3	3	3	3	18		
Average Class		23.50	19.00	20.00	17.00	23.00	21.00			
Grade Totals		594	644	640	636	648	687	3849	3686	164
Total # of		35.0	32.0	33.0	33.0	31.0	32.0	196		
Total Average		17.10	19.39	18.46	18.91	20.55	21.17			

ACTUAL ATTENDANCE COUNT REPORT 2021-2022

Secondary Enrollment By Grade Level May 12, 2023

COMPARISON
22-23 vs 23-24

School	6th Grade	7th Grade	x 8th Grade	x 9th Grade	x 10th Grade	x 11th Grade	x 12th Grade	Total	Project ed	Diff
HB Lee MS	227	222	212					661		
Reynolds MS	249	248	277					774		
Walt Morey MS	179	185	187					551		
RHS + Middle				721	676	569	588	2554		
RLA					43	50	117	210		
Total	653	654	681	699	608	576	600	4750		

Total Reynolds: 8599

Compre

63

		1st	2nd	3rd	4th	5th	6th-8th		
	Kndgtn	Grade	x Grade	x Grade	x Grade	x Grade	x Grade	Total	
Arthur Academy	28	32	27	29	28	28		172	
Rockwood	71	69	69	63	50	52		374	
MLA	48	48	48	47	48	46	274	559	
HOLLA	18	18	21	20				77	
								1182	
									9,781





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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Consent Agenda

Type: Action Item Report / Presentation

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

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. IGA with Portland State University for Social Work Interns
- D. IGA with Eastern Washington University for Student Teachers
- E. Breakfast After the Bell Equipment Grant
- F. Local Food for Schools Grant
- G. 2023-2024 Fee Schedule
- H. Calendar for 2024-2025 Budget Planning
- I. MOU with OSEA: Contracting Out
- J. Superintendent Evaluation
- K. RHS Field Trip: OASC Trip to Seaside, Oregon
- L. RHS and RLA Field Trip: Black College Expo in Seattle, WA
- M. Authorization to Spend: Lexia Learning Systems
- N. Resolutions
 - i. Resolution 2023-2024-003 National Principals Month
 - ii. Resolution 2023-2024-004 Indigenous Peoples' Day
 - iii. Resolution 2023-2024-005 National Bullying Prevention Month
 - iv. Resolution 2023-2024-006 National School Lunch Week
 - v. Resolution 2023-2024-007 National School Custodian Day
 - vi. Resolution 2022-2023-008 National Coming Out Day

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

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

Reynolds School District
Board of Education Work Session
Meeting Minutes
September 13, 2023
6:00 PM
Wood Village City Hall

I. 6:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the September 13, 2023 Work Session to order at 6:05p

A. Roll Call

B. Land Acknowledgement

- Vice Chair Aaron Muñoz read the Land Acknowledgement into the record.

C. Mission and Vision

- Chair Ana Gonzalez Muñoz read the Mission and Vision into the record.

II. 6:10p - Stipends for Board Members

- Would there be any parameters as to if stipends are withheld for missing meetings.
- Some have more trouble serving without assistance than others.
- Does the current board need the help?
- Could we donate our stipends to clubs? They would need to go to the board member first, taxed, and then the board member could donate if they choose but the district couldn't donate on your behalf.
- Stipends for board members who serve on specific committees or bargaining?
- Language protecting its usage, who gets it, when
- Craft sample language
- Bring back to the October Work Session for more discussion.

Joyce - no

Patty - no

III. 6:30p - Board Goals and Guardrails

- Goals are good to move forward. 67

- Remove guardrail regarding political attacks.
- Add emergency language to guardrail about not deviating from the agenda.
- Remove parenthesis from guardrail about the board not directing staff.

IV. 8:00p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the September 13, 2023 Work Session at 7:41p.



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

August 23, 2023
6:00 PM
Wood Village City Hall

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

I. 5:30p - Executive Session

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

II. 6:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the August 23, 2023 Business Meeting to order at 6:00p.

A. Roll Call

B. Consider Approval of the August 23, 2023 Agenda

I move that the Board approve the August 23, 2023 agenda as presented. This motion, made by Aaron Muñoz and seconded by Cayle Tern, Passed.

Yea: 6, Nay: 0

C. Pledge of Allegiance

D. Land Acknowledgement

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

E. Mission and Vision

- Chair Ana Gonzalez Muñoz read the Mission and Vision Statements into the record.

III. 6:10p - Resolution 2023-2024-002 Hispanic / Latino Heritage Month

- Vice Chair Aaron Muñoz read Resolution 2023-2024-002 into the record.

IV. 6:15p - Public to be Heard

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

V. 6:30p - Superintendent's Reports

A. Announcements/Reports

i. Superintendent Goals and Evaluation

B. Communications Report

C. Financial Report

VI. 7:00p - Consent Agenda

- Willamette Promise: Students can earn dual credits
- Alternative Education List: how are programs chosen?
 - Most of them are through MESD contracts / agreed upon with neighborhood districts

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

Yea: 6, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Intergovernmental Agreement with Willamette Promise

D. Intergovernmental Agreements for Student Teaching

i. University of Oregon

ii. Oregon State University

iii. Portland State University

E. RLA Field Trip: Trading Overnight Trip - Seattle

F. RLA Field Trip: MYC School to Work Forest/Watershed Ecology Field Trip

G. RHS Field Trip: OSAA Speech and Debate Overnight Trip - University of Oregon

H. Policy Updates: Sections A/B, C, E, F, and I (second reading and approval)

I. Resolution 2023-2024-002 Hispanic / Latino Heritage Month

J. Intergovernmental Agreements for Special Education

i. Portland Public Schools and Columbia Regional: Autism Services

ii. Portland Public Schools and Columbia Regional: Deaf and Hard of Hearing Classrooms

iii. Portland Public Schools and Columbia Regional: Services for the Visually Impaired

iv. Serendipity Center, Inc

v. Centennial School District: Learning Specialist at Rosemary Anderson

K. Alternative Education Programs

VII. 7:05p - Action Items

A. Procurement Exemption: Construction Manager/General Contractor and Design to Build

I move that the Board, acting as the Local Contract Review Board, approve the utilization of Construction Manager/General Contractor and Design Build contracting methods for the ESSER facilities projects. This motion, made by Francisco Ibarra and seconded by Cayle Tern, Passed.

Yea: 6, Nay: 0

VIII. 7:10p - Board Announcements and Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

IX. 7:15p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the August 23, 2023 meeting at 6:43p.



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

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: Portland State University

Type: Action Item Report / Presentation

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

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Portland State University and Reynolds School District agree that students who are admitted to the Professional Teacher Education Program and the School Counseling Program at Portland State University and who are recommended by PSU may do supervised teaching, counseling practice and internship in Reynolds School Districts elementary, middle, and/or secondary schools according to the provisions of this agreement. Portland State University has established specific policies, procedures, and responsibilities for the conduct of its teacher candidate and counselor programs, which are contained in handbooks distributed to all participants in the supervised teaching and counseling programs.

Previous Board Action:

The Board approves all IGAs.

Financial Implications:

Portland State University compensates Reynolds School District for full-time and part-time student teaching experiences. Counseling Internships shall be compensated as part-time experiences. It is understood that such compensation is not intended to subsidize Reynolds School District’s educational program, but shall be distributed by Reynolds School District to the cooperating teacher or counseling site supervisor and/or the principal or a Reynolds School District staff person in accordance with arrangements to be determined.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the IGAs for student teaching placements between Portland State University and Reynolds School District.
- B. Motion Seconded by Another Board Member

- C. Points of Clarification / Discussion
- D. Call for Board Vote

AFFILIATION AGREEMENT

This Agreement is made and entered into between Portland State University, School of Social Work, ("School"), whose address is P.O. Box 751 ("SSW"), Portland, Oregon 97207-0751, and Reynolds School District, ("Training Site"), whose address is 1204 NE 201st Avenue, Fairview, OR, 97204 individually identified as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS the Training Site is committed to training and providing social service work experience for social work professionals;

WHEREAS the School desires to utilize Training Site to provide training and social service work experience;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. GENERAL PROVISIONS

- a.) The School of Social Work (SSW) Field Placement for each student shall be mutually agreed upon. The Training Site has the right to determine the number of Students that can be trained at the Training Site.
- b.) The direction and planning of the Student experiences at the Training Site shall be determined by the School in cooperation with Training Site personnel ("Field Instructor") so designated by Training Site. The School and Training Site shall jointly evaluate Students. Exchange of information in each Social Work Internship developed shall be maintained by on-site visits when practical and by letter, email or telephone otherwise.
- c.) Subject to Oregon Public Records Law, School agrees, and shall inform its students, faculty and staff participating under this Agreement that they are required to maintain confidentiality of all information of Training Site and not disclose or reveal any such information to any third party without the express prior written consent of Training Site.
- d.) There shall be no fee charged by the Training Site for the services described herein unless agreed to in writing by the Parties or as provided for in this Agreement.
- e.) Each Party agrees that there shall be no discrimination against any Student or other participant, applicant, Faculty or Staff covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled Veteran, gender, or sexual orientation, nor shall School or Training Site engage in such discrimination in their employment or personnel policies. Both Parties agree that they shall comply with all applicable state and federal laws, rules and regulations regarding equal employment and discrimination.

II. OREGON HEALTH AUTHORITY; ADMINISTRATIVE REQUIREMENTS FOR HEALTH PROFESSION STUDENT CLINICAL TRAINING

Training Site shall indicate below whether they are subject to and whether Students are required to meet OHA regulations as outlined in Appendix 1 attached hereto and incorporated herein.

- Student is required to meet OHA regulations as outlined in Appendix 1.
A facility may choose to submit a Healthcare Facility Exemption Request form attached hereto and incorporated herein as Appendix 2 for any item in Appendix 1, #1 that it does not require. (See "i" below)
- Student is not required to meet OHA regulations as outlined in Appendix 1.
 - i. Clinical placement sites may only request exemptions from the specific category or section of these rules in which their requirements for newly-hired non-student employees are less (such as immunizations, screenings, trainings, or other listed in Appendix 2). Clinical placement sites with an exemption to a specific category of the administrative requirements must still abide by all other sections of these rules.
 - ii. Exemption requests may be submitted by clinical placement sites; or Educational institutions on behalf of and in consultation with the clinical placement sites with which they contract and place students for clinical training.
 - iii. A request for exemption must include 1) The name and mailing address of the clinical placement setting, 2) The supervisor or manager of student clinical placements on site, and email address and phone number, and 3) A request for exemption from a specific section of the rules, that includes a description of the clinical placement setting's requirements for newly-hired non-student employees, and how they differ from the requirements set forth in these rules.

See APPENDIX 1, Attached.

Oregon Health Authority Rules 409-030-0100 through 409-030-0250

III. SCHOOL'S RESPONSIBILITIES

- a.) Upon request, School shall provide, in writing, information to the Training Site concerning its curriculum and the professional and academic credentials of its Faculty. School will designate an appropriately qualified Faculty member to serve as Faculty Liaison to the Training Site. School shall be responsible for instruction and administration of the Student's academic education program and the Social Work Field Placement. School shall notify the Training Site in writing of any change of Faculty Liaison assigned to the Training Site. School shall have the final responsibility of grading Students.

- b.) Faculty of the School and the Field Instructor provided by the Training Site shall be responsible for selecting the Social Work educational experience for the Students. The responsibilities of the School include:
1. Identifying Students who meet the criteria for the experience. School shall assign to Training Site only those Students who have satisfactorily completed the prerequisite portion of the School of Social Work curriculum.
 2. Communicating, prior to the Social Work Internship experience, with the Student and Field Instructor, the role of the School in the Social Work educational experience for the Students, the role and responsibilities of the Faculty Liaison and Field Instructor regarding the experience, and the responsibilities of the Student in this experience.
 3. Serving as a resource to the Field Instructor and Student. Providing orientation materials, course objectives, forms, evaluation tools and policies of the School of Social Work to the Field Instructor.
 4. Evaluating Student progress and achievement toward specified competencies, as identified in the Evaluation of Student Learning, with input from the Student and Field Instructor according to the SSW Program and the Student's Field Education Plan.
 5. Being available and responding to concerns or issues that arise during the SSW Field Placement.
 6. Providing avenues for ongoing communication with the Student and Field Instructor.
 7. Evaluating the Field Instructor's experience and effectiveness in relationship to the course objectives.
- c.) Faculty shall meet as needed and agreed upon, with the Field Instructor and Student, and Task Supervisor when applicable, to discuss and evaluate the Student and the Field Placement. These meetings will take place in person if practicable, otherwise by telephone or virtual conference. School shall be responsible for arranging and planning the meetings.
- d.) School shall provide the names and other information pertaining to relevant education and training for all Students enrolled in the SSW Field Placement. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of Students. School shall notify Training Site of any change or proposed change in a Student's status.
- e.) School personnel shall support and comply with all policies and procedures of Training Site while at the Training Site, as well as supporting those portions that pertain to Students and Faculty participating in Social Work programs at Training Site. School will notify each Student in writing of their status and responsibilities pursuant to this Agreement including all agency-specific on-boarding requirements that an intern must comply with (per the Training Site) in order to be eligible to begin their Internship (as indicated by the Field Instructor on the Placement Acceptance Form).
- f.) In no event shall the School enroll a Student in the Social Work Internship whom it knows to have contracted a communicable disease without first consulting with the Training Site and obtaining approval in advance for that Student prior to the commencement of the Field Placement.

IV. TRAINING SITE'S RESPONSIBILITIES

- a.) Training Site shall strive to provide Students with a desirable social work experience within the scope of social services provided by the Training Site. Training Site shall designate either

staff social workers or approved offsite Field Instructors, who possess a Master of Social Work degree (MSW) and have a minimum of two years' post-Masters work experience, for BSW or MSW student interns, or a Bachelor of Social Work degree (BSW) and have a minimum of two years' post-degree experience for BSW student interns, to act as Field Instructors, to be responsible for the SSW Field Placements. Training Site shall designate one person as the Field Instructor who shall maintain contact with the School-designated Faculty Liaison to assure mutual participation in and review of the Field Placement and Student progress.

- b.) The Training Site shall use its best efforts to provide orientation, including the safety and risk management policies and procedures of that setting, for the Students to the appropriate social service areas of the Training Site required for their social work training. Training Site agrees Training Site reserves the right to limit access by the Student to any confidential client information. The responsibilities of the Field Instructor include:
1. Assist the Student in processing information that will facilitate meeting course/educational objectives.
 2. Provide learning experiences and assignments to achieve Student and course objectives of the Social Work Internship.
 3. Answer Student questions.
 4. Be present at the Training Site and available to the Student during the prescribed Field Placement time, or designate an on-site Task Supervisor to be present.
 5. Inform the Faculty Liaison of problems or issues that are of concern to the Field Instructor.
 6. Communicate with the Faculty Liaison regarding Student's progress toward achieving educational goals, and demonstrating Social Work competence.
 7. Provide direct supervision of Student(s) within the Social Work Field Placement by scheduling a weekly one-hour conference with each Student as protected time for educational supervision, educational support, and administrative supervision.
 8. Assist Student with developing Student's Field Educational Plan and provide regular feedback to Student regarding their progress toward meeting the competencies established by School as identified in the Evaluation of Student Learning.
 9. Formally evaluate Student performance at the end of each quarter in conjunction with Student and Faculty Liaison.
 10. Limit Student experiences as necessary for client safety related to client condition or Student concerns.
- c) The Training Site retains full responsibility for the care of clients, and shall maintain the quality of client care without relying on the Student's' social service training activities for staffing or client care purposes.
- d) The Training Site has the right to terminate a Student's School of Social Work Field Placement and use of its facilities, equipment or supplies where flagrant or repeated violations of the Training Site's rules, regulations, policies or procedures occur or where, in its sole judgment, continuation of the Student's educational experience would not be in the best interest of the Training Site. Such action will not normally be taken until the actions of the Student in question have been fully discussed with the appropriate representative of the School. However, the Training Site reserves the right to take immediate action to terminate a Student of the Social Work Field Placement where necessary to preserve the quality of client services at the Training Site.

- e.) Student and Faculty Liaison shall be required to understand and comply with all Training Site policies and procedures regarding confidentiality or client information.
- f.) The parties agree to comply with 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, and shall not disclose any information or records the parties may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement or state and federal law.
- g.) The Training Site shall submit to the School a *Placement Acceptance Form* which confirms acceptance of each intern and specifies any and all agency-specific on-boarding requirements that an intern must comply with (per the Training Site) in order to be eligible to begin their Internship. (See Section II above)
- h.) Training Site shall permit, upon reasonable written notice allowing priority to client care related issues, the inspection of the Training Site by agencies charged with responsibility for accreditation of the School.

V. STUDENTS' STATUS AND RESPONSIBILITIES

- a.) Students are required to adhere to the standards, policies and regulations of the Training Site during their Social Work Field Placement.
- b.) Students assigned to Training Site shall be and shall remain Students of School, and shall in no sense be considered employees of Training Site. Students shall not be entitled to any monetary or other remuneration for services performed by them at Training Site (unless a specific agreement about a Stipend or Scholarship has been negotiated), nor shall Training Site otherwise have any monetary obligation to the School or its Students (unless the student is completing an Employed Social Work Internship).

VI. GOVERNING LAW

This Agreement shall be governed 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 PSU and Training Site that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon. Training Site, by execution of this Agreement, hereby consents to the in personam jurisdiction of said court.

VII. LIABILITY AND INDEMNITY COVERAGE PROVISIONS

- a.) Portland State University (School), as a public university, is insured by the Public Universities Risk Management and Insurance Trust. All School personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. Students are not to be considered agents or employees of the School.
- b.) Subject to the limits of ORS 30.260-30.300, School shall indemnify and hold the Training Site, its officers, agents and employees harmless from and against liability and costs arising out of the activities of PSU's officers, agents, or employees acting within the scope of their employment and duties in performance of this Agreement. Training Site shall hold and save harmless the School and its officers, agents and employees from all claims, suits and actions

arising out of the activities of Training Site, its officers, agents and employees acting under this Agreement.

- c.) School is a subject employer under the Oregon Worker's Compensation law in compliance with ORS 656.017, and will maintain workers' compensation for its Staff and Faculty members throughout the duration of this agreement. Training Site does not and shall not assume any responsibility under any law relating to Worker's Compensation on account of any School Student's performing, receiving training or traveling pursuant to this Agreement.
- d.) Portland State University, as a public university, is insured for comprehensive general liability and professional liability with limits of \$1 million per occurrence/\$3 million aggregate. Students are covered for general and professional liability through School, while acting within the scope of their internship under this Agreement. School shall provide Training Site with evidence of such insurance upon request.
- e.) Training Site shall carry comprehensive general liability and professional liability with limits of \$1 million per occurrence/\$3 million aggregate. Training site shall provide School with evidence of such insurance upon request, and include Portland State University, its agents and employees as additional insured on such policies.
- f.) Training Site understands and agrees that School's students are not insured by Portland State University for automobile liability insurance. School will notify students of their obligation to carry automobile liability insurance as required under State of Oregon law, and to possess a valid driver's license issued by the Department of Motor Vehicles.
- g.) Training Site shall not require students to use their private vehicle for any purpose other than their transportation to and from Training Site(s). Should Training Site permit students to use their private vehicle for transportation of Training Site's goods or people in relation to this internship experience, Training Site shall indemnify and hold School harmless from liability. Students will only drive Training Site students in accordance with Training Site Policy EEAE "Student Transportation in Private Vehicle."
- h.) Should Training Site permit School students to drive Training Site vehicles for transportation to and from the practice site(s) or require students to drive Training Site vehicles for transportation of Training Site(s) goods or people, Training Site shall provide automobile liability insurance for School's students, and shall indemnify and hold School harmless from any and all claims, suits or actions arising from the students use of Training Site vehicles.

VIII. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following:

For Training Site:

Reynolds School District
 Attn: Dr. Koreen Barreras Brown
 1204 NE 201st Ave
 Fairview, OR 97204
 Email: kbrown@rsd7.net
 Phone: 503.661.7200

For School:

Portland State University
 School of Social Work, Field Contracts
 Attn: Program Assistant
 PO Box 751 (SSW)
 Portland, OR 97207-0751

With a copy to School:

Portland State University
 Contracting and Procurement Services
 Attn: Contracts Officer
 PO Box 751 (FAST-CAPS)
 Portland, OR 97207-0751
 Email: contract@pdx.edu
 Phone: (503) 725-3441

IX. TERM AND TERMINATION

- a.) This Agreement will become effective on the date of last signature and shall remain in effect for five years, unless terminated earlier. Either party may terminate this Agreement at any time by giving ninety (90) days written notice of termination.
- b.) Such termination notice shall not affect the Students currently enrolled in a Field Placement program assigned prior to termination. Any Student enrolled in the Social Work Field Placement at the time notice of termination is provided shall be allowed to complete their Field Placement. However, the Training Site may immediately terminate this Agreement if the health or safety of Training Site's students or employees is put at risk. In the event of immediate termination, the Student would not be allowed to complete their Field Placement.

X. SURVIVAL

School and Training Site expressly intend and agree that the FERPA, Indemnification, Governing Law, Provisions (Sections IV (f), VI, and VII respectively) of this Agreement shall survive the termination of this Agreement for a period of five years from the effective date of termination of the Agreement.

XII. MERGER

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Each Party, by signature of its authorized representative, hereby acknowledges that s/he has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

[Signatures Appear on the Following Page]

This Agreement constitutes the entire agreement between the parties, and supersedes all oral or written agreements, commitments or understandings concerning matters provided for herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on the date first set out above.

REYNOLDS SCHOOL DISTRICT:

Signed: _____ Date: _____

Dr. Koreen Barreras Brown, Chief Academic Officer

RSD Legal Approved 6/17/2022
RSD Board Approved:

PORTLAND STATE UNIVERSITY:

Signed: _____ Date: _____

Ahrea Summers, Contracts Officer

Signed: _____ Date: _____

Jessica Slothower-Hayes, Field Program Assistant

APPENDIX 1**OREGON HEALTH AUTHORITY;
ADMINISTRATIVE REQUIREMENTS FOR HEALTH PROFESSION STUDENT CLINICAL
TRAINING**

Health Authority Rules 409-030-0100 through 409-030-0250, effective July 1, 2014, establish standards for administrative requirements for health professional student placements in clinical training settings within the State of Oregon. The purpose of these rules is to mitigate inconsistencies across clinical placements; to promote efficient solutions to reduce costs for students, health profession programs and clinical placement sites; and to ensure patient, clinical staff and student safety. These standards pertain to credentials that applicable students must obtain and requirements that clinical placement sites may set.

To qualify for a clinical placement at a covered site within the State of Oregon, covered students must satisfy requirements for each of the following categories prior to the start of the intended placement period *if* the placement site has indicated that students are required to comply with the OHA rules for health professional students. View OHA Administrative Rules in their entirety at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1662> for an expanded list relating to:

- (a) Immunizations;
 - (b) Screenings;
 - (c) Training; and
 - (d) Evidence of coverage for professional liability and general liability
1. Health profession programs and clinical placement settings are not required to pay for or otherwise administer any screenings or tests listed in these rules.
 2. Health profession programs must verify and retain evidence demonstrating that a student has completed all requirements listed in these rules prior to starting a placement in a clinical setting. The health professional program shall provide evidence of completed requirements to clinical sites, as requested.
 3. Training Sites may require instructors from School to satisfy the same requirements for immunizations, screenings, trainings and other obligations set forth in these rules, if the instructor accompanies Students onsite during clinical training and engages in direct contact with patients on behalf of or in support of the Students.
 4. Except as provided in OAR 409-030-0150, covered Training Sites may not create additional or more stringent administrative requirements within the categories addressed by these rules for students and instructors covered by these rules.

APPENDIX 2**Health Care Facility Exemption Request**Administrative Requirements for Health Profession Student Clinical
Training

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1662>

OAR 409-030-0150(2): Clinical facilities that have fewer or less stringent administrative requirements for newly hired non-student employees may request exemption from specific provisions of OAR 409-030-

0170 through 409-030-0240 for students performing clinical placements at that site. However, clinical facilities may only request exemptions from the specific category or section of these rules in which their requirements for newly-hired non student employees are less (such as immunizations, screenings, trainings or other listed in Table 1). Clinical placement sites with an exemption to a specific category of the administrative requirements must still abide by all other sections of these rules.

Your Name	
Title	
Email	
Phone	
Your organization (e.g., name of clinical)	
Date of request	

The information in this form is relevant only to the following clinical facility or health system:

Name of clinical facility	
Mailing address of clinical facility	
Are there additional locations for this clinical facility that will be included in this request? Please describe.	
Which student disciplines are to be included in this exemption request? (e.g., "all" "all except pharmacy students" "only OT")	

Contact information of student supervisor/manager on-site at clinical facility	Name:
	Email:
	Phone:

Please indicate below whether or not the clinical facility requires newly hired, non-student employees to provide evidence or documentation of completion of each element below prior to employment at the facility. If the facility does not require newly hired, non-student employees to complete a particular requirement, the student undergoing clinical training at that facility will not have to complete that requirement either. All other requirements will still be necessary.

Immunizations:	REQUIRED for newly hired, non- student	NOT required for newly hired, non-student
<input type="checkbox"/> Tetanus, diphtheria, pertussis (Tdap)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Hepatitis B (Hep B)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Varicella	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Measles, mumps and rubella (MMR)	<input type="checkbox"/>	<input type="checkbox"/>
Screenings:		
<input type="checkbox"/> Tuberculosis (TB)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Substance Abuse	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Criminal Background Check	<input type="checkbox"/>	<input type="checkbox"/>
Trainings:		
<input type="checkbox"/> CPR/Basic Life Support (BLS) for healthcare providers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Bloodborne Pathogen training (OSHA)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> OSHA-recommended safety guidelines, including the <i>Fire and electrical safety; Personal protective equipment; Hazard communications; and Infection prevention practices</i>	<input type="checkbox"/>	<input type="checkbox"/>

Affidavit: must be signed by a representative of the clinical facility prior to submission of this form I personally attest that the information listed in this form is true and correct to the best of my knowledge.

Signature

Printed Name

Date

Please return pages 1-2 to: Office for Oregon Health Policy and Research
RE: Health Care Facility Exemption Request
421 SW Oak Street
Portland, OR 97204

Or scan a copy of the signed form and email to: clinical.trainingreq@state.or.us

Exemption requests will be processed within 30 days and the clinical facility and/or the health profession program will be notified of the decision. If granted, an exemption will be valid for a period of three years from the date of request.



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

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: Eastern Washington University

Type: Action Item Report / Presentation

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

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Eastern Washington University and Reynolds School District agree that students who are admitted to the Professional Teacher Education Program and the School Counseling Program at Eastern Washington University and who are recommended by EWU may do supervised teaching, counseling practice and internship in Reynolds School Districts elementary, middle, and/or secondary schools according to the provisions of this agreement. Eastern Washington University has established specific policies, procedures, and responsibilities for the conduct of its teacher candidate and counselor programs, which are contained in handbooks distributed to all participants in the supervised teaching and counseling programs.

Previous Board Action:

The Board approves all IGAs.

Financial Implications:

Eastern Washington University compensates Reynolds School District for full-time and part-time student teaching experiences. Counseling Internships shall be compensated as part-time experiences. It is understood that such compensation is not intended to subsidize Reynolds School District’s educational program, but shall be distributed by Reynolds School District to the cooperating teacher or counseling site supervisor and/or the principal or a Reynolds School District staff person in accordance with arrangements to be determined.

Motion:

A. Motion Made by Board Member:

- a. I move that the Board approve the IGA for student teaching placements between Eastern Washington University and Reynolds School District.

B. Motion Seconded by Another Board Member

- C. Points of Clarification / Discussion
- D. Call for Board Vote



Dear Community Partner,

Thank you for being a great partner as we work to support our future educators. We in the School of Education at Eastern Washington University believe in the power of experiential education – therefore we require all 1500+ students, across our 16+ programs (from undergraduate to doctoral), to engage in hands-on-learning. For our undergraduate, MIT, and CTE Plan 2 students this could be a practicum and/or student teaching experience in a P-12 school setting. For our CTE Admin and Principal Certification students, this could be a 9-month formal internship that leads to certification. For our English Language Learner or Adult Education Masters students this could be a field experience where they shadow a local expert at a non-profit organization.

Language/Terms

- In the higher education setting, most experiential experiences are called Internships - which is why we use the term “internship courses.” We know that School Districts or certain schools may have different definitions of words - for example, an “Internship” in the Spokane School District is a very unique experience for our Principal Certificate Students. We know that some experiences like a Principal Certificate Internship may lead to a certification, while other experiences like an Educational Leadership field experience does not. **Therefore, we have chosen to include multiple terms in the contract - to capture the breadth of experiences. Ultimately, we refer to your location as the “Field Experience Site”.**

About this Document

- Given the fact that there may be multiple EWU students completing a field experience in your school district, college or setting at a given time, we have developed a more comprehensive memorandum of understanding that can be used across all educational programs. We wanted to save you time and energy with one document that is renewed every 5 years. If you already have an old MOU in place with EWU it does not have language that covers all students and programs. We will be working to update MOUs with all schools and educational settings.

The Memorandum of Understanding Includes:

1. A General EWU Educational Agreement Form (First document and requires signature)
2. Followed by Program or Concentration Specific Information Appendices (Appendix One – Three)
 - a. These Appendices will help to clarify the requirements for each of the programs.
 - b. For example, the requirements for an undergraduate student teaching experience is very different from a graduate student who is working with the curriculum coach on a project.
3. Finally, Washington State Law requires that our partners sign a Data Sharing Agreement. (Appendix 4 and requires signature) if you have questions, please contact **contracts@ewu.edu**.

Questions

- If you have any questions about our **undergraduate or master's in teaching placements** – please contact Stephanie Lauritzen Director of Field Experience at ofeedu@ewu.edu; (Appendix One and Two)
- If you have any questions about our **principal certificate internships** or/and programs – please contact Jeff at edu.principalcert@lists.ewu.edu;
- If you have questions about **CTE/CTE admin internships or any of our other masters/professional certificate internships or programs**, please contact Christi at edu.internships@ewu.edu;
- If you have any about **this contract**, please contact contracts@ewu.edu.

Thank you for your support and cooperation.

Sincerely,

Kari Duffy, Director Career and Technical Education and Educational Leadership, School of Education, Eastern Washington University

Stephanie Lauritzen, Director of Field Experience, School of Education, Eastern Washington University

Colleen Quinn Vandenoorn, PhD, Director, Graduate Programs, School of Education, Eastern Washington University



EDUCATION AFFILIATION AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** (“EWU”), located at 526 5th St, Cheney, WA 99004 and the Field Experience/Internship/Practicum Site (i.e., School District/College/Educational Setting), Name of Location known as “**Field Experience Site**”, located at Address.

The purpose of this Agreement is to cooperate in providing field experiences (“Program”) for students in the School of Education at EWU. The School of Education offers multiple internship and field experiences courses – programs and internships have different expectations and responsibilities. The beginning part of this affiliation agreement outlines the general expectations between a Field Experience Site and the EWU School of Education. Specific program responsibilities can be found in the appendices.

In consideration of the mutual benefits of such a field experience program, the parties to this Agreement agree that the internship/field experience program shall be covered by and subject to the following conditions and the applicable program requirements (“EWU Requirements”) attached and incorporated hereto as appendices to this Agreement:

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, citizenship or immigration status, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
2. The number of internship/field experience hours/days spent by a candidate at the Field Experience Site is determined by EWU requirements.
3. Before publishing any scholarly materials (e.g., journals, dissertation, etc.) material based on a candidate’s experience at The Field Experience Site under this Agreement, EWU students and staff must obtain prior written approval from the Field Experience Site and EWU.
4. Before publishing marketing/promotion materials based on a candidate’s experience at The Field Experience Site under this Agreement, EWU students and staff must obtain prior written approval from the Field Experience Site and EWU

B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the EWU students’ academic education program.
2. Determine the EWU students’ final grade for the field experience.
3. If required by the Field Experience Site, for EWU students who will be in contact with students/clients, EWU will request that the candidate provide documentation of current immunizations and tuberculosis directly to the Field Experience Site
4. Comply with and ensure, to the extent possible, that candidates comply with the policies and procedures established by the Field Experience Site. EWU will notify each EWU

student of his/her status and responsibilities pursuant to this Agreement. This includes notification to candidates of the need to procure the insurance coverage required by the Field Experience Site as identified below prior to being admitted to the Field Experience Site.

5. Encourage each EWU Student participating in the field experience program to acquire comprehensive health and accident insurance that will provide continuous coverage of such candidate during his or her participation in the field experience program. EWU will inform candidates that they are responsible for their own health needs, health care costs, and health insurance coverage.

C. FIELD EXPERIENCE SITE RESPONSIBILITIES

1. Submit required reports on each EWU student's performance and evaluate the student in accordance with EWU's policy.
2. Assist/cooperate in the collection of data/research which helps EWU evaluate its programs and potential success of its candidates.
3. Retain full and sole responsibility for the care rendered to students/clients, and maintain the quality of client care without relying on the candidates' field experience activities for staffing purposes.
4. If the intern is new to the Field Experience Site, provide an orientation for the candidate covering the rules, regulations, procedures, facilities, and equipment.
5. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
6. Notify EWU as soon as possible of any problems arising with the interns/candidates or field experience program. Field Experience Site will have the right to take immediate interim action to correct a situation where an Intern/Candidate's actions endanger student/client care. As soon as possible thereafter, Field Experience Site will notify EWU of the action taken. Field Experience Site will cooperate in providing information about the candidate's actions to EWU. All final resolutions of the candidate's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information Field Experience Site provides to EWU; however, Field Experience Site reserves the right to terminate the use of its facilities by a particular candidate where necessary to maintain its operation free of disruption and to ensure quality of student/client care.
7. Provide a copy of this agreement to the administration where candidate is placed.

CI. CONFIDENTIALITY/DATA PRACTICES/SAFEGUARDING OF INFORMATION

1. Both parties acknowledge that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. Both parties agree to hold such information confidential, to release it only to authorized employees requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the other party's express written consent or as provided by law. Field Experience Site and the EWU student are both considered a "school official" under FERPA and agree to comply with the requirements of FERPA and its related regulations governing the use and redisclosure of personally identifiable information for education records. Please see Appendix 2 for full Data Sharing Agreement between Field Experience Site and EWU.

E. LIABILITY COVERAGE PROVISIONS

1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92), and successful claims against EWU and its employees, officers, and agents in the performance of their official EWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
3. Field Experience Site shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals; and, if applicable per D1 above and Appendix #4, cyber liability insurance with limits not less than \$3,000,000 per occurrence and in the aggregate. Field Experience Site shall provide proof of such insurance to EWU upon execution of this Agreement.
4. If required by the Field Experience Site for participation in the Program, students will be required to have professional liability insurance with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate while participating in the Program. Certificates of such coverage will be provided to the Field Experience Site upon request.
5. Each party agrees to provide a certificate of insurance or statement of self-insurance upon request of the other party.

F. TERM. This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than five (5) years from its effective date, or earlier at the request of either party.

G. TERMINATION. This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for candidates already enrolled and participating in the field experiences until they have completed their current rotation.

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, EWU may terminate the Agreement at any time, subject to renegotiation at EWU’s discretion under those new funding limitations and conditions.

H. NOTICE. The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or School District will be in writing and transmitted by email or facsimile, mailed by first- class mail, postage prepaid, or by hand delivery to:

Field Experience Site	EWU
Contact Name: Contact Name	Procurements & Contracts
Name of Site: Name of Location (School District/College)	Eastern Washington University 218 Tawanka Hall Cheney, WA 99004-2456
Address: City, State, Zip:	Email: contracts@ewu.edu
Email:	92 Phone: (509) 359-2253
Phone	Fax: (509) 359-7984
: Fax:	

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

- I. **AMENDMENTS.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- J. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.
- K. **GOVERNING LAW AND VENUE.** The parties' rights and obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington. The venue of any action hereunder shall be the Superior Court of Spokane County, Washington.
- L. **SURVIVAL.** EWU and School District expressly intend and agree that the confidentiality provisions set forth in section D and the liability coverage provisions set forth in section E of this Agreement will survive the termination of this Agreement for any reason.
- M. **ORDER OF PRECEDENCE.** Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
 - 1. **Applicable state of federal laws and regulations;**
 - 2. This Agreement;
 - 3. Appendices to this Agreement which are attached and incorporated herein.
- N. **SEVERABILITY.** If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
- O. **WAIVER.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.
- P. **INSPECTION.** Field Experience Site will permit, on reasonable notice and request, the inspection of field and related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.
- Q. **ELECTRONIC SIGNATURES.** A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- R. **APPROVAL.** This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

Field Experience Site

Eastern Washington University

Signature _____ Date _____

Signature _____ Date _____

Name _____

Name _____

Title _____

Title _____

Contract# _____

APPENDIX 1

Additional Terms for School Districts providing Field Placement Experiences for EWU Initial Certification Teacher Candidates

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning a field experience program through EWU at the School District, assigning practicum and student teaching candidates, selecting Field Supervisors (“FS”) and Mentor Teachers (“MT”), and evaluating EWU candidates.
2. Visits by EWU staff to the School District for the purposes of planning and evaluating the field experience program, discussing candidate performance, learning new skills, and arranging for additional field experiences will be welcomed.
3. EWU and School District will instruct their respective faculty, staff, and students participating in the field experience program, to maintain confidentiality of student information as required by law, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and by the respective policies and procedures of EWU and School District.
4. EWU, at its discretion, will assign candidates to participate in field experiences at School District. Before agreeing to take candidates, the School District may ask for certain documentation regarding the candidates, such as immunization records or criminal background checks. EWU will inform candidates that they must provide the information requested by the School District if they wish to participate in the field experience program at the School District. School District may refuse to allow candidates to participate at School District for any lawful reason.
5. The parties shall conduct themselves in accordance with applicable professional organizational standards of conduct, as follows:
 - i. U.S. Department of Education (ED)
 - ii. Washington State Department of Early Learning (DEL)
 - iii. Washington State Office of Superintendent of Public Instruction (OSPI)
6. The parties shall ensure candidates are placed in settings where they can be objectively evaluated.

B. EWU RESPONSIBILITIES

1. Plan and administer the field experience program, while encouraging School District staff participation. EWU will provide information to School District concerning its curriculum and the professional and academic credentials of its faculty for the candidates at the School District.
2. Designate an appropriately qualified and credentialed faculty member (“FS”) to coordinate and act as the liaison with School District. The FS will arrange the schedule of candidate assignments in cooperation with the School District.
3. Select for participation in the field experience program only those candidates who have successfully completed all prerequisite training requirements for the field experience program.
4. Provide the School District with the names of candidates and information regarding the prior experience as well as materials for the evaluation of the candidates. EWU is responsible for supplying any additional information required by School District as set forth in this

Agreement, prior to the arrival of candidates. EWU will notify School District in writing of any change in a candidate's status.

5. Ask each candidate who may be placed at School District to obtain his/her criminal history background record from the Washington State Patrol and Federal Bureau of Investigation, pursuant to RCW

28A.410.010, RCW 43.43.834, RCW 43.43.838, and RCW 43.215.215 (if applicable), and to authorize EWU to transmit verification of clearance, if required, to the School District. The fingerprint and character clearance must be current at all times during the field experience for candidates who do not hold a valid Washington certificate. Before the start of training at the School District, EWU will provide School District with the names of any candidates who have failed to provide the requested records, or who refuse to authorize the release of records to School District. The candidates will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and School District, School District may conduct the background inquiry directly and the School District may refuse placement of a candidate who does not provide the requested records or who has a record of prior criminal conduct.

School District understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of School District.

C. SCHOOL DISTRICT RESPONSIBILITIES

1. Designate a MT to act as liaison with EWU and to provide the candidates and EWU with feedback on the candidates' performance. School District will submit in writing to EWU the professional and academic credentials for the MT and Administrator. School District will notify EWU in writing of any change or proposed change in the MT or Administrator. The MT shall meet the following qualifications:
 - i. Fully certificated school personnel with a minimum of three years of successful full-time teaching experience in the role they are supervising per WAC 181-78A-264(3)(c)(iii).
 - ii. Trained in coaching and/or mentoring adults or willing to complete the EWU-provided mentoring module.
 - iii. Identified as instructional leaders and willing and capable of mentoring teacher candidates.
 - iv. Hold certification for the area in which they are teaching (i.e., have highly qualified designation) and in which the candidate will be endorsed and assigned.
 - v. Exemplify excellence in teaching by demonstrating a positive impact on student learning.
 - vi. Interested in supervising pre-service candidates as part of their responsibility to the profession.
 - vii. Strong communicator and can work as an effective team member with the administration and FS.
 - viii. Knowledgeable of current best practices.
 - ix. Committed to spending time with the candidate in planning and evaluation.
 - x. Sensitive to, and appreciative of, all children's exceptionalities and ethnic, cultural, and language diversities.
 - xi. Sensitive to the needs of a beginning teacher, such as the need to experiment with teaching techniques suggested in EWU courses and/or by the FS.
2. The MT shall have the following duties and responsibilities:
 - i. Become familiar with internship requirements through review of the applicable EWU handbook.
 - ii. If without mentoring/coaching training, take the EWU-provided mentor/coach training.
 - iii. Accept the candidate as a professional colleague.

- iv. Introduce the candidate to students as a professional member of the classroom teaching team.
 - v. Acquaint the candidate with appropriate school and School District policies and procedures, school personnel, materials, resources, and programs.
 - vi. Schedule regular weekly mentoring/coaching time with candidate.
 - vii. Engage in specific and planned activities with the candidate.
 - viii. Review candidate's daily and long-range unit/lesson plans.
 - ix. Participate in evaluating the candidate's progress with FS through completion of the mid-term and final evaluations.
 - x. Contact designated EWU program Director.
 - xi. Collaborate with candidate and FS in the establishment of a schedule for expanding teaching responsibilities.
 - xii. Encourage the candidate to be creative and try new strategies; recognize that the candidate may need to organize the teaching/learning within the classroom in a different manner.
 - xiii. Be prepared to provide time for the candidate to be left in complete charge of the classroom.
3. The Administrator shall have the following duties and responsibilities:
- i. Welcome the candidate to the building and ensure he/she is cognizant of established School District policies and procedures.
 - ii. Observe the candidate on one or more times and provide written or verbal feedback.
 - iii. Assist in the resolution of any problem that may arise and, when necessary, assist the FS and MT in counseling a candidate.
 - iv. Contact, in advance if possible and appropriate, the Program Director prior to removing any candidate whose performance, attitude, or behavior is clearly inadequate or inappropriate for the situation.
 - v. Provide support to the candidate, MT, and FS.
4. Provide candidates with a desirable field experience within the scope of services provided by School District. Provide a student/client caseload appropriate to the candidates' level and ability and of adequate size and variety to ensure the field experience.
5. Provide the candidates with instruction and practical experience on new equipment and techniques as acquired. School District will make available to candidates - basic supplies and equipment necessary for care of students/clients and the field experience. Within the limitation of facilities, School District will make available office and conference space for candidates and, if applicable, EWU faculty.
6. Not use candidates as substitute teachers, unless they have received an Intern Substitute Teacher Certificate per WAC 181-79A-231(6) and EWU Intern Substitute Policy, which allows them to substitute only in the classroom where assigned, for no more than three consecutive days, no more than ten days total, and if such certificate is supported by the School District.

D. OPERATIONAL DETAILS

1. EWU and School District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with School District to formalize operational details of the field experience program. These details include, but are not limited to, the following:

- i. Beginning dates and length of experience (to be mutually agreed upon before the

beginning of the field experience program);

- ii. Number of candidates eligible to participate in the field experience program;
- iii. Specific days, hours and locations for the field experience program;
- iv. Specific learning objectives and performance expectations for candidates;
- v. Specific allocation of responsibilities for the FS, MT, Administrator, and any other persons who will be supervising candidates under this Agreement;
- vi. Deadlines and format for candidate progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

Appendix Two EWU Program Requirements

Undergraduate Programs

Early Childhood Education - Undergraduate

Hours	<ul style="list-style-type: none"> - Minimum 180 hours in a preschool setting - Minimum of 450 hours in a K-3 setting
Length of Field Experience Requirements	Quarter 1 Preschool - 9 hrs/wk Quarter 2 Preschool – 9 hrs/wk * Quarter 1 K-3 – 9 hrs/wk * Quarter 2 K-3 – 9 hrs/wk Quarter 3 K-3 – 9 hrs/wk Quarter 4 K-3 – full time * These placements run concurrently
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Elementary Education - Undergraduate

Hours	<ul style="list-style-type: none"> - Minimum of 450 hours in a K-8th grade setting
Length of Field Experience Requirements	Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 9 hrs/wk Quarter 3 K-8 – 9 hrs/wk Quarter 4 K-8 – full time
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Secondary Education - Undergraduate	
Hours	- Minimum 450 hours in a 4 th -12 th grade setting
Length of Field Experience Requirements	Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 18 hrs/wk Quarter 4 K-8 – full time
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Reading, Writing & Literacy (K-12 endorsement) - Undergraduate	
Hours	- Minimum of 450 hours in a K-12 setting
Length of Field Experience Requirements	Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 3 hrs/wk Quarter 3 K-8 – 9 hrs/wk Quarter 4 K-8 – 9 hrs/wk Quarter 5 K-8 – full time
Other Requirements of Field Experience, if applicable	Candidates will have two placements: Placement 1 – Quarter 1 & 2 Placement 2 – Quarter 3-5 If a mentor would like to host for all five quarters, that can be arranged.
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Elementary / Special Education Dual - Undergraduate	
Hours	<ul style="list-style-type: none"> - Minimum of 180 hours in a special education classroom plus an optional student teaching quarter - Minimum of 450 hours in a K-8th grade setting
Length of Field Experience Requirements	2 Quarters in SPED classrooms (different placements) 9 hrs/wk * Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 9 hrs/wk Quarter 3 K-8 – 9 hrs/wk Quarter 4 K-8 – full time SPED placements may run concurrently with general education placements.
Other Requirements of Field Experience, if applicable	Candidates will have two placements.
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Master In Teaching - Graduate	
Hours	- Minimum of 450 hours in a classroom meeting their certification route
Length of Field Experience Requirements	Quarter 1 – 2.5 days/week Quarter 2 – 3 days/week Quarter 3 – full time
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - Quarter 1 & 2 – 5 clock hours and \$100 - Quarter 3 – 20 clock hours and \$200 - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

APPENDIX THREE

What to know about the Adult Education Internship Courses

Internship Information | *Adult Education* [Link to copy of Sample Syllabus](#)

1. The Adult Education Internships (COIN 621 and COIN 622) are considered informal internships. Students are not required to do their internship with their current employer, although it may be of benefit if they do.
2. The Adult Education Internships do not need to be taken in order.
 - a. The internships can be combined, so a student may use the same project for COIN 621 and continue that project through COIN 622. However, students can decide to do a whole new project for COIN 622 with a whole new mentor if they like.
3. Students are responsible for setting up their own internships and securing their own mentors.
 - a. **Selecting an internship site:** as a student in the Adult Education or COIN program, you have flexibility about where you do an internship, it could be a local community college, it could be for a director of training and development at a credit union, etc. Select an internship location/company where you can apply the content you are learning in the program.
 - b. Each internship requires 60 hours per course. Many students have completed internship hours remotely under the guidance of a mentor.
 - c. Mentors should be someone who does well or excels in the type of project you are working on. The agreement between mentor and mentee is an information agreement to oversee the development of the project and provide insight into how to best complete the project. **Sample projects:** As an Adult Ed intern you could be designing a diversity training program, or working with a faculty member to design a new assessment tool.
 - d. You can do an internship at your place of employment as long as your project aligns with your program content and you have a site mentor.
4. Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

5. Students will enroll in two separate internship courses in two separate six week sessions. Each internship does require 60 hours per course (an estimated two hours per weekday is suggested working on the internship.) The internship has weekly discussion boards and assignments to help progress students through the internship writing process.

**Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*

There is no state issued endorsement attached to this program. Successful completion of this program is for professional development only.



Internship Information | Curriculum &

Instruction [SAMPLE SYLLABUS](#)

What to know about the Curriculum & Instruction Internship Courses:

- The Curriculum and Instruction Internships (EDUC 621 and EDUC 622) must be taken in order. EDUC 621 needs to be completed before starting EDUC 622.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
-
- Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Mentors should be someone who will benefit the student with their career aspirations. Could be a teaching partner, instructional coach, anyone who is connected with the work you would like to do. Mentor will oversee the development of the project and how best to complete it.
- Students will enroll in two separate internship courses in two separate six week sessions. Each internship does require 60 hours per course (an estimated 10 hours per week) working on internship and related assignments.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*
- *There is no state issued endorsement attached to this program. Successful completion of this program is for professional development only.*

What to know about the College Instruction Internship

Courses [Link to copy of Sample Syllabus](#)



1. The College Instruction Internships (COIN 621 and COIN 622) are considered informal internships. Students are not required to do their internship with their current employer, although it may be of benefit if they do.
2. The College Instruction Internships do not need to be taken in order.
 - a. The internships can be combined, so a student may use the same project for COIN 621 and continue that project through COIN 622. However, students can decide to do a whole new project for COIN 622 with a whole new mentor if they like.
3. Students are responsible for setting up their own internships and securing their own mentors.
 - a. **Selecting an internship site:** as a student in the Adult Education or COIN program, you have flexibility about where you do an internship, it could be a local community college, it could be for a director of training and development at a credit union, etc. Select an internship location/company where you can apply the content you are learning in the program.
 - b. Each internship requires 60 hours per course. Many students have completed internship hours remotely under the guidance of a mentor.
 - c. Mentors should be someone who does well or excels in the type of project you are working on. The agreement between mentor and mentee is an information agreement to oversee the development of the project and provide insight into how to best complete the project. **Sample projects:** you could be designing a diversity training program, or working with a faculty member to design a new assessment tool.
 - d. You can do an internship at your place of employment as long as your project aligns with your program content and you have a site mentor.
4. Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

5. Students will enroll in two separate internship courses in two separate six week sessions. Each internship does require 60 hours per course (an estimated two hours per weekday is suggested working on the internship.) The internship has weekly discussion boards and assignments to help progress students through the internship writing process.
6. **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*
7. ***There is no state issued endorsement attached to this program. Successful completion of this program is for professional development only.***



Internship Information | *Career & Technical Admin* Certificate [SAMPLE SYLLABUS](#)

What to know about the Career and Technical Admin Certificate Internship Courses:

- The Career and Technical Admin Certificate Internships (CTED 671 – CTED 676) MUST be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Career and Technical Admin Certificate Internships can only begin in Fall session 1 of each year. Students are required to open and close a school year.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students must fill out an Application for Admission to Principal Internship by **June 15th** for review and approval before they will be permitted to enroll in the first internship course. **Students are required to follow their District's process to secure their internships.*

<https://inside.ewu.edu/educgrad/princ-cert-internship-app/>

- Mentors must be a CTE Director who holds the appropriate certificate with at least 3 years of experience. Once internships are approved mentors will be given a handbook of expectations.
- Students will enroll in a total of six separate internship courses in six separate six week sessions. Students will complete a total of 200 hours of internship activities/experiences. Work will consist of assignments in Canvas and readings. Students will complete SEL online training through OSPI and keeping track of internships hours of CTE Director competencies.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Career and Technical Education* [SAMPLE SYLLABUS](#)

What to know about the Career and Technical Education Internship Courses:

- The CTE Internships (CTED 611 and CTED 612) must be taken in order. CTED 611 needs to be completed before starting CTED 612.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Mentors must have 3 years of experience as an Instructional Coach, TOSA, BEST Mentor, Assistant Principal, Principal or CTE Director.
Mentors will be visiting the classroom, observing the use of CTE Practicum Standards, reviewing instructional materials, collaborating on development of lesson plans and related materials.
- Students will enroll in two separate internship courses in two separate six week sessions. Each internship does require 60 hours per course (an estimated 10 hours a week) on site in a CTE classroom. Students will complete a combination of coursework through Canvas and activities at a skills center or grade 7 – 12 middle/high school CTE classes, along with reflections on internship activities.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



What to know about the Early Childhood Education Internship Courses:

- The Early Childhood Education Internships (EDUC 631 and EDUC 632) must be taken in order. EDUC 631 needs to be completed before starting EDUC 632.
- Most, if not all, coursework should be completed before starting the internships.
- The Early Childhood Education Internships are completely Canvas based. There will be no placement or mentor required for this internship. (No verification form is required.)
- Students will enroll in two separate internship courses in two separate six week sessions. Each internship will consist of weekly discussion boards and assignments through Canvas.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Educational Leadership with Principal Certificate*

SAMPLE SYLLABUS

What to know about the Educational Leadership with Principal Certificate Internship Courses:

- The Principal Certificate Internships (EDUC 660 – EDUC 665) MUST be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Principal Certificate Internships can only begin in Fall session 1 of each year. Students are required to open and close a school year.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students must fill out an Application for Admission to Principal Internship by **June 15th** for the Fall 1 start date for review and approval before they will be permitted to enroll in the first internship course.

**Students are required to follow their District's process to secure their internships.*

<https://inside.ewu.edu/educgrad/princ-cert-internship-app/>

- Mentors must be a certificated administrator with at least 3 years of experience to serve as a mentor. Once internships are approved mentors will be given a handbook of expectations.
- Students will enroll in a total of six separate internship courses in six separate six week sessions. Students will complete a total of 540 hours of internship activities/experiences. 50% (270 hours) must be completed during the academic school year when students and/or staff are present. 50% (270 hours) can be completed doing activities such as scheduling, serving on interview teams, curriculum evaluation, data analysis for program improvement, etc.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Educational Leadership*

[SAMPLE SYLLABUS](#)

What to know about the Educational Leadership Internship Courses:

- The Educational Leadership Internships (EDUC 651 and EDUC 652) must be taken in order. EDUC 651 needs to be completed before starting EDUC 652.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
-
- Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Mentors should be an educational leader in their current setting, ideally someone who holds a similar role to what the student envisions having. Example: if the student aspires to be a principal then they should work with a vice principal or principal. If they aspire to be a coach or athletic director then they should work with a leader in the athletics department.
- Students will enroll in two separate internship courses in two separate six week sessions. Each internship does require 60 hours per course (an estimated 10 hours a week) working with a mentor in their educational setting.

There will be specific experiences students will need to have (i.e. observing a teacher, faculty member, or coach) outlined in the weekly assignment instructions.

- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*
- ***There is no state issued endorsement attached to this program. Successful completion of this program is for professional development only.***



What to know about the English Language Learners Internship Courses:

- The English Language Learners Internships (EDUC 616 and EDUC 617) do not need to be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.

Selecting an internship site: as a student in the TESOL or ELL program, you have flexibility about where you do an internship, it could be a local

community college, it could be working with World Relief or a local organization.

- Each internship requires 60 hours per course. Many students have completed internship hours remotely under the guidance of a mentor.
 - Mentors should be someone who does well or excels in the type of project you are working on. The agreement between mentor and mentee is an information agreement to oversee the development of the project and provide insight into how to best complete the project.
 - You can do an internship at your place of employment as long as your project aligns with your program content and you have a site mentor.
- **Selecting a Mentor:**
 - Mentors can be the instructor of your internship course, someone from the organization you want to intern with, a teaching partner, or even your principal.
 - If you have an idea of who you would like to work with – it could be World Relief, it could be a friend learning English, please reach out to Dr. Tara Haskins at thaskins@ewu.edu and discuss who your mentor will be.
 - Mentors will primarily be there to assist students by providing feedback and guidance.
 - Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Students will enroll in two separate internship courses in two separate six week sessions. Students will complete specific activities that will be outlined in weekly assignments.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Library*

Media [SAMPLE SYLLABUS](#)

What to know about the Library Media Internship Courses:

- The Library Media Internships (EDUC 645 and EDUC 646) do not need to be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Mentors should be a school librarian or classified library clerk as long as they have information and knowledge on book purchasing, cataloging, processing, and budgeting. Mentors will be guiding students to fulfill internship expectations and make a plan on how to meet objectives of the course.
- Students will enroll in two separate internship courses in two separate six week sessions with a number of different projects, assignments, and on-the-job training for educators learning to be school librarians.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*

*****This program is designed for current teachers to meet the Washington State teacher competencies. This program is not ALA Certified.***



Internship Information | *Literacy*

[SAMPLE SYLLABUS](#)

What to know about the Literacy Internship Courses:

- The Literacy Internships (EDUC 641 and EDUC 642) do not need to be taken in order.
- There are prerequisites for the internship courses.
 - EDUC 591 must be taken **with** EDUC 641.
 - EDUC 560 must be taken **with** EDUC 642.
- The Literacy Internships are completely Canvas based. There will be no placement or mentor required for this internship.
- Students will enroll in two separate internship courses in two separate six week sessions. Each internship will consist of weekly discussion boards and assignments through Canvas.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Health & Physical Education* [SAMPLE SYLLABUS](#)

What to know about the Health & Physical Education Internship Courses:

- The Health & Physical Education Internships (EDUC 655 and EDUC 656) do not need to be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- There are prerequisites for the internship courses.
 - EDUC 547 and EDUC 548 must be taken before EDUC 655.
 - EDUC 514 must be taken before EDUC 656.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students do need to complete the Practicum Site form and submit it to Laurie Morley and Dr. Carri Kreider **six weeks prior** to starting their internship to get approval. The form can be found here:

<https://inside.ewu.edu/educgrad/hped-practicum-planning-form/>

1. Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Mentors should be someone who does well or excels in the type of project you are working on. The agreement between mentor and mentee is an information agreement to oversee the development of the project and provide insight into how to best complete the project. Locations can be schools, YMCA, Youth Centers, Before/After School Programs.
- Students will enroll in two separate internship courses in two separate six week sessions. Each internship does require 3 hours per week at your practicum/internship site for each internship.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Principal Certificate*

SAMPLE SYLLABUS

What to know about the **Principal Certificate Internship Courses**:

- The Principal Certificate Internships (EDUC 660 – EDUC 665) MUST be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Principal Certificate Internships can only begin in Fall session 1 of each year. Students are required to open and close a school year.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students must fill out an Application for Admission to Principal Internship by **June 15th** for the Fall 1 start date for review and approval before they will be permitted to enroll in the first internship course.

**Students are required to follow their District's process to secure their internships.*

<https://inside.ewu.edu/educgrad/princ-cert-internship-app/>

- Mentors must be a certificated administrator with at least 3 years of experience to serve as a mentor. Once internships are approved mentors will be given a handbook of expectations.
- Students will enroll in a total of six separate internship courses in six separate six week sessions. Students will complete a total of 540 hours of internship activities/experiences. 50% (270 hours) must be completed during the academic school year when students and/or staff are present. 50% (270 hours) can be completed doing activities such as scheduling, serving on interview teams, curriculum evaluation, data analysis for program improvement, etc.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*



Internship Information | *Special Education*

[SAMPLE SYLLABUS](#)

What to know about the Special Education Internship Courses:

- The Special Education Internships (SPED 607, SPED 608, and SPED 609) do not need to be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)

- Mentors should be certified in special education for at least two years in the state students plan on completing their internship. They should be currently working in special education. Mentors will provide opportunities for students to engage in special education service delivery to students with disabilities.
- Students will enroll in two separate internship courses in two separate six week sessions. Students will complete a total of 180 hours (10 hours a week) in a classroom setting completing the 18 performance tasks that revolve around specific requirements that are outlined in the course assignments such as running an IEP meeting, taking data on a child taking medication, creating a transition plan for an older student.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you are not enrolled for at least 4 credits first session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)*

What to know about the Teaching English to Speakers of Other Languages Internship Courses:

[Sample Syllabus](#)

- The Teaching English to Speakers of Other Languages Internships (EDUC 616 and EDUC 617) do not need to be taken in order.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
 - **Selecting an internship site:** as a student in the TESOL or ELL program, you have flexibility about where you do an internship, it could be a local community college, it could be working with World Relief or a local organization.
 - Each internship requires 60 hours per course. Many students have completed internship hours remotely under the guidance of a mentor.
 - Mentors should be someone who does well or excels in the type of project you are working on. The agreement between mentor and mentee is an information agreement to oversee the development of the project and provide insight into how to best complete the project.
 - You can do an internship at your place of employment as long as your project aligns with your program content and you have a site mentor.
- **Selecting a Mentor:**
 - Mentors can be the instructor of your internship course, someone from the organization you want to intern with, a teaching partner, or even your principal.
 - If you have an idea of who you would like to work with – it could be World Relief, it could be a friend learning English, please reach out to Dr. Tara Haskins at thaskins@ewu.edu and discuss who your mentor will be.
 - Mentors will primarily be there to assist students by providing feedback and guidance.
- Students will fill out an Internship Verification Form and Building Acknowledgement Form **six weeks prior** to the course starting. If doing two different locations then two forms need to be submitted. The verification form allows EWU to confirm that the company or school you are interning at knows you are there.

[VERIFICATION FORM LINK](#)
- Students will enroll in two separate internship courses in two separate six week sessions. Students will complete specific activities that will be outlined in weekly assignments.
- Most, if not all, coursework should be completed before starting the internships.
- Students are responsible for setting up their own internships and securing their own mentors.
- Students will enroll in two separate internship courses in two separate six week sessions. Students will complete specific activities that will be outlined in weekly assignments.
- **Please note that the internships are all 2 credits. If you are receiving financial aid it will not kick in until second session if you ^{are} not enrolled for at least 4 credits first*

session (for example – if for session 1 you are only taking the 2 credit internship then you will have to pay out of pocket for those two credits until the beginning of the second session then your financial aid will be released and you will be “reimbursed” for those 2 credits for the first session and then given the rest of your aid at that time.)

- *There is no state issued endorsement attached to this program. Successful completion of this program leads only to a certificate that **could** be used towards teaching students of other languages (generally for those who wish to work in other countries teaching English or working remotely teaching students in other countries.)*

APPENDIX 4:
DATA SHARING AGREEMENT
BETWEEN
EASTERN WASHINGTON UNIVERSITY
AND

Location Site **[INSERT SCHOOL DISTRICT NAME]**

THIS DATA SHARING AGREEMENT (DSA) is entered into by and between Eastern Washington University (“EWU”) and the **[Location Site [INSERT SCHOOL DISTRICT NAME] (“Field Experience Site”)]**. The terms of this Agreement apply to all individuals or other entities performing service(s) under this Agreement, including employees, officers, contractors, subcontractors, vendors, or agents of the parties.

1. PURPOSE

The purpose of this DSA is to provide terms and conditions under which EWU will allow the restricted use of its data and/or Confidential Information by Field Experience Site, and under which Field Experience Site may receive and use such data and/or Confidential Information. This DSA shall govern the access, use, storage, copying, creation, resulting derived data, and distribution of EWU data by Field Experience Site. This DSA ensures that EWU data is provided, protected, and used only for purposes authorized by this DSA and state and federal law governing such use.

The data to be shared under this DSA is shared student names, contact information, and course requirements for purposes of an EWU student completing a field experience for academic credit at Field Experience Site.

2. DEFINITIONS

“**Agreement**” means this Data Sharing Agreement, including all documents attached or incorporated by reference. “Data Sharing Agreement,” “DSA,” and “Agreement” are all used interchangeably.

“**Field Experience Site**” means the firm, provider, organization, individual or other entity receiving data from EWU under this Agreement, and shall include all employees, officers, contractors, subcontractors, vendors, or agents of Field Experience Site.

“**Confidential Information**” means information that may be exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other state or federal law. Confidential Information includes, but is not limited to, Category 3 and 4 Information, personal information as defined below and in RCW 19.255.010 and RCW 42.56.590, student education records as defined below and in the Family Educational Rights and Privacy Act, consumer information as defined in 16 C.F.R. § 682.1, protected health information as defined in 45 C.F.R. Parts 160 and 164, law enforcement records, EWU source code or object code, EWU security data, IP addresses, log-on user identification information, configuration parameters, or any information identifiable to an individual that relates to any of the information listed above.

“**Data**” means information shared by EWU with Field Experience Site and may include Category 1, 2, 3, or 4 level data as defined as follows:

Category 1 – Public Information. Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information. Sensitive information may not be specifically protected from

disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information. Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal Information about individuals as defined below, regardless of how that information is obtained;
- b. Information concerning employee personnel records;
- c. Information regarding IT infrastructure and security of computer and telecommunications systems;
- d. Student education records protected by FERPA.

Category 4 – Confidential Information Requiring Special Handling. Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

“Data Access” refers to rights granted to directly connect to EWU and/or Field Experience Site systems, networks and /or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies used to move a copy of the data between systems, networks and/or employee workstations.

“Data Storage” refers to the location where data is maintained in a state of rest, which can include cloud-based storage, server-based storage on-site or at a state agency or third-party contractor storing data on behalf of a state agency, local device storage (including an employee workstation, laptop, or private mobile device), and/or any other form of portable electronic storage media (including CDs, flash drives, portable hard drives, etc.).

“Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

“Education Records” are those records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution. See FERPA regulations, 34 C.F.R. § 99.3.

“FERPA” means The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, which applies to Education Records of individual students held by the parties.

“Institution Data” refers to data that are provided by EWU to Field Experience Site pursuant to this Agreement and are maintained, accessed, stored, used, or analyzed for the purposes described herein. Institution Data may include but is not limited to Confidential Information and Personal Information. “Institution Data” and “EWU Data” are used interchangeably.

“Personal Information” means information or data identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver’s license numbers, other identifying numbers, and any financial identifiers.

“Subcontractor” means any person or entity appointed by or on behalf of Field Experience Site to carry out any portion of the work, or in the alternative, any person or entity who is performing services, excluding technology hosting services with no data access, pursuant to a contract or data sharing agreement with Field Experience Site.

3. TERM AND EFFECTIVE DATE

This DSA shall commence on the last date of execution and shall continue until the expiration of the affiliation agreement between EWU and Field Experience Site, with the option to extend upon mutual written agreement of the parties. If specified within the language of the provision or required by law, provisions of this DSA may survive the termination of this agreement.

4. DESCRIPTION OF DATA TO BE SHARED

<i>Check if applicable</i>	<i>Type of Data</i>
X	Student names
	Student identification numbers or social security numbers
X	Student contact information (address, cell phone number)
X	Student medical information
	Any combination of information that would make a student's identity easily traceable
	Sensitive employee information (e.g. social security number, personal address or cell phone number, demographic data such as race and gender)
	Employee medical information
	Sensitive financial information (bank account number, credit card number, etc.)
X	Other: Academic-related requirements and communications

5. AUTHORIZED USES

This Agreement does not constitute a release of EWU data and/or Confidential Information for Field Experience Site's discretionary use and such data may be accessed and used only to carry out the purposes described in this DSA. Any ad hoc analyses or other use of the data, not specified in this DSA, is not permitted.

Specifically, Field Experience Site shall not access or use the provided Confidential Information for any commercial or personal purpose, the provided Confidential Information shall not be linked with other data sources, and Field Experience Site is not authorized to update or change any data in EWU's systems. Violations of these provisions shall be cause for immediate termination of this DSA.

6. AUTHORIZED USERS

Field Experience Site shall not disclose, in whole or in part, the data provided by EWU to any individual or entity, unless this DSA specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this DSA. As such, Field Experience Site agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without EWU's express written consent or as provided by law.

Field Experience Site must ensure that all employees or subcontractors who will have access to the data described in this Agreement (including both employees who will use the data and IT support staff) are instructed and made aware of the use restrictions and protection requirements before gaining access to the data identified herein. Field Experience Site will also instruct and make any new employee aware of the use restrictions and protection requirements before they gain access to the data. Individuals will access data only for the purpose of this Agreement.

with the requirements of FERPA and its related regulations governing the use and re-disclosure of personally identifiable information from education records.

State and federal laws may prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

7. DATA ACCESS AND TRANSMISSION

EWU will provide student names, contact information, and academically-related materials via email to the appointed contact at Field Experience Site. Field Experience Site will not have access to any EWU systems. Students will directly provide any criminal background checks or immunization records directly to Field Experience Site.

8. DATA STORAGE, DISPOSAL AND HANDLING REQUIREMENTS

Field Experience Site shall have, as general duties, the obligation to exercise due care and take commercially best efforts to protect the security of data from unauthorized physical and electronic access. Field Experience Site agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EWU's information to prevent unauthorized access to, use, or disclosure of such information. Field Experience Site represents and warrants that it has adopted, implemented, and shall maintain, for as long as Field Experience Site has access to, creates, maintains, uses, or discloses EWU's Confidential Information adequate and appropriate safeguards to: (a) protect the confidentiality and security of Confidential Information obtained from, or created on behalf of, EWU by Field Experience Site, and (b) prevent the use of disclosure of Confidential Information other than as provided for by this DSA and applicable laws.

Field Experience Site represents and warrants that, with regard to confidentiality, security, and integrity of EWU's Data, safeguarding the privacy rights of individuals identified within the Data, data security, data access security, data storage, and handling of data in connection with the purpose of this DSA shall be undertaken in compliance with current standards, policies, and procedures of Eastern Washington University and of the Washington State Office of the Chief Information Officer's (OCIO) current standards. These standards are available at: <https://inside.ewu.edu/it/policies-and-governance/> and <https://ocio.wa.gov>. They may be updated periodically throughout the term of this DSA. Field Experience Site certifies that prior to receiving any data under this agreement it will be in compliance with OCIO 141.10 policies and procedures for data security and access controls to ensure the confidentiality, integrity, and availability of all data shared.

Field Experience Site will restrict access to Confidential Information by:

- A. Allowing access only to staff that have an authorized business requirement to view the Confidential information; and,
- B. Physically securing any computers, documents, or other media containing the Confidential Information.

Field Experience Site's administrative, physical, and technical safeguards and those of its Subcontractors, shall comply with all applicable laws, and applicable then current privacy and security guidelines and/or standards issued by the National Institute for Standards and Technology (NIST). Compliance requirements include, but are not limited to, FERPA, the European Union's General Data Protection Regulation, HIPAA, and the Federal Trade Commission's Safeguard Rules promulgated under the Gramm-Leach-Bliley Act.

Immediately upon expiration or termination of this Agreement or the pertinent transaction with EWU, Field Experience Site will retain no copies of Confidential Information unless required by law or accounting purposes and after providing EWU with written notification of the Confidential Information retained and the legal necessity for doing so. Paper documents containing Category 4 information must be destroyed on-site through shredding, pulping, or incineration.

9. OVERSIGHT

Field Experience Site agrees to implement an appropriate recordkeeping and reporting process to enable it to provide the following information: (1) the Confidential Information received in the performance of this Agreement and the purpose(s) for which the Confidential Information was received; (2) who received, maintained and used the Confidential Information; (3) for any disclosure of Confidential Information, the date, name of the person who received the information, a brief description of what was disclosed, and a statement as to why the information was disclosed; and, (4) the final disposition of the Confidential Information. At EWU's request or in accordance with OCIO Security Standards, Field Experience Site may be required to obtain a third-party audit covering data security and permissible uses under this DSA or allow EWU to audit such records.

10. INCIDENT RESPONSE

Field Experience Site shall notify EWU in writing within 48 hours of becoming aware of any unauthorized access, use or disclosure of Confidential Information by Field Experience Site, its officers, directors, employees, contractors, Subcontractors, agents, or by a third party to whom Field Experience Site disclosed Confidential Information. A breach shall be treated as discovered by Field Experience Site on the first day on which such breach is known to Field Experience Site, including any of Field Experience Site's employees or agents, or should reasonably have been known to Field Experience Site to have occurred. Notification should be sent to the Contract Administrator. Field Experience Site shall give highest priority to immediately mitigate and remediate any unauthorized access and shall devote such resources as may be required to accomplish that goal. Field Experience Site shall be responsible for complying with all applicable state and federal requirements regarding data breach and/or unauthorized disclosure of Confidential Information. Field Experience Site shall cooperate with all EWU efforts, including, but not limited to, (1) providing any and all information necessary to enable EWU to fully understand the nature and scope of the breach, including but not limited to identification of each individual whose Confidential Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed, (2) taking action to preserve forensic evidence and identifying, mitigating, and remediating the cause of the breach, and (3) take such other steps as needed to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute.

If, in the sole judgment of EWU, notification to individuals must be made, Field Experience Site will further cooperate and facilitate notification to required parties, which may include notification to affected individuals, the media, the Attorney General's Office, or other authorities based on applicable law. At EWU's discretion, the Field Experience Site may be required to directly fulfill notification requirements, or if EWU elects to perform the notifications, the Field Experience Site must reimburse EWU for all associated costs.

Field Experience Site is responsible for all costs incurred in connection with a security incident, privacy breach, or potential compromise of data, including, but not limited to:

- A. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with breach notification laws;
- B. Notification and call center services for individuals affected by a security incident or privacy breach, including fraud prevention, credit monitoring, and identify theft assistance; and
- C. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

Field Experience Site agrees to defend, indemnify and hold harmless EWU for any damages, costs, penalties, or fines related to unauthorized use or disclosure of Confidential Information by Field Experience Site, its officers, directors, employees, Subcontractors or agents, including but not limited to the costs incurred by the University in responding to or recovering from the breach.

Field Experience Site's obligations under this section survive the termination of this DSA and continue for as long as Field Experience Site maintains the data and for any breach or potential breach, at any time.

11. AMENDMENTS AND ALTERATIONS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

12. TERMINATION

Either Party may terminate this Agreement with 30 days' written notice to the other Party's Contract Administrator. However, once data is accessed by Field Experience Site, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both Parties. Termination of this DSA by Field Experience Site is grounds for termination by EWU of the underlying contract between Field Experience Site and EWU and shall be considered a material breach.

EWU may terminate this DSA for default, in whole or in part, by written notice to Field Experience Site, if EWU has a reasonable basis to believe that Field Experience Site has: (1) failed to perform under any provision of this DSA; (2) violated any law, regulation, rule, or ordinance applicable to this DSA; and/or (3) otherwise breached any provision or condition of this DSA. If it is later determined that Field Experience Site was not in default, the termination shall be considered a termination for convenience.

13. SEVERABILITY AND GOVERNANCE

The provisions of this DSA are severable. If any provision of this Agreement is held invalid by any court, that invalidity shall not affect the other provisions of this DSA and the invalid provision shall be considered modified to conform to the existing law.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules; and
- B. Provisions of the Agreement, including materials incorporated by reference.

This DSA, including any amendments, addenda, attachments, or exhibits hereto, shall be construed under the laws of the State of Washington. In the event of a lawsuit involving this DSA, venue shall be proper only in Spokane County, WA.

14. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

15. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

16. INDEMNIFICATION/ HOLD HARMLESS

Field Experience Site shall indemnify, defend, and hold harmless EWU, and all officials, agents and employees of EWU, from and against all claims for injuries or death arising out of or resulting from the performance, or failure of performance, of the DSA. "Claim," as used in this DSA, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Field

Experience Site expressly agrees to indemnify, defend, and hold harmless EWU for any claim arising out of or incident to Field Experience Site's or any Subcontractor's performance or failure to perform the Contract. Field Experience Site's obligation to indemnify, defend, and hold harmless EWU shall not be eliminated by any actual or alleged concurrent negligence of EWU or its agents, agencies, employees and officials.

Field Experience Site's obligations to indemnify, defend, and hold harmless includes any claim by Field Experience Site's agents, employees, representatives, or any Subcontractor or its employees. Field Experience Site waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless EWU and its agencies, officials, agents or employees.

17. SURVIVING OBLIGATIONS

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive, including but not limited to paragraphs 2, 6, 7, 8, 9, 10, 15, and 16.

18. CONTRACT MANAGEMENT AND NOTICE

The contacts listed for each of the Parties shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement or data requirements, unless indicated otherwise:

EWU Contract Administrator	EWU Data Manager	Field Experience Site Data Manager	Field Experience Site Contract Manager
EWU Purchasing and Contracts (Michelle Rasmussen) 218 Tawanka Cheney, WA 99004-2445 [p] 509.359.2253 [f] 509.359.7984 contracts@ewu.edu	Registrar (Nikki Measor) Records & Registration Eastern Washington University Sutton 201 Hall, 333 Eagle Lane ▪ Cheney, WA 99004 [p] 509.359.6586 [f] 509.359.6153 regonline@ewu.edu	Name, Title Street Address and/or Mailing Address City, State, Zip Phone(s) Email(s)	Name, Title Street Address and/or Mailing Address City, State, Zip Phone(s) Email(s)

THIS AGREEMENT, including any referenced exhibit(s) and/or attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the Agreement

<p>EWU Contract Administrator</p> <p>By: _____ Name, Title</p> <p>Date: _____</p>	<p>Field Experience Site Contract Manager</p> <p>By: _____ Name, Title</p> <p>Date: _____</p>
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To: Board of Directors

From: Wade Bakley, Chief Operations Officer

Subject: Acceptance of the Oregon Department of Education Breakfast After the Bell Equipment Grant

Type: Action Item Report / Presentation

Policy: DD Funding Proposals and Applications

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Breakfast is the most important meal of the day, but too many hungry students miss a morning meal. Schools that offer a Breakfast After the Bell (BAAtB) program are able to increase access to school breakfast and provide more kids with the healthy food they need to learn and grow.

The Breakfast After the Bell Equipment Grant provides reimbursement for the purchase of new equipment or repair, renovate or upgrade equipment required to serve students breakfast after the bell.

Previous Board Action:

Not Applicable

Financial Implications:

Grant award is up to \$44,212.00.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board accept the Oregon Department of Education Breakfast After the Bell Equipment Grant.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 33343

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

SECTION 1: AUTHORITY

Pursuant to Oregon Revised Statute (“ORS”) 327.545 and ORS 327.527, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The Breakfast After the Bell Equipment Grant provides reimbursement to grantees for the purchase of equipment used in the Breakfast After the Bell program. Breakfast After the Bell is required for all school sites that meet the eligibility guidelines as stated in Oregon Administrative Rule (“OAR”) 581-051-0600 and OAR 581-051-0605, and are not eligible for nor claim an exemption.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Laura Allran
Office of Child Nutrition Programs
255 Capitol St NE, Salem, OR 97310
Phone: 503-931-2596
Email: laura.allran@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Lauren Tonn
1204 NE 201st Ave Fairview, OR 97024

Phone: (503) 491-3413
ltonn@rsd7.net

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$44,212.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Breakfast After the Bell Expansion Grants Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

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

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

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

- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 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 Food Authority duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the

Project or the ability of Grantee to carry out the Project.

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

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds

for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

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

under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

events:

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

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

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

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

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Contracting Officer

Date

Reynolds School District 7

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

The Student Success Act (SSA) was adopted during the 2019 legislative session and its passage represented a real commitment by Oregon’s leaders to our children, our educators, our schools, and our state. This included the expansion of school breakfast programs through the Breakfast after the Bell (BatB) requirement including equipment grant funds for schools.

The Student Success Act included a requirement that school districts, public charter schools, and education service districts must make breakfast accessible after the beginning of the school day after the bell at a school site if 70% or more of the students at that school site, from a previous year, were “eligible students”. “Eligible students” are those students who are eligible for free or reduced-price meals under the U.S. Department of Agriculture’s guidelines. See OAR 581-051-0600 for more information.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

To provide assistance in the start-up of Breakfast after the Bell programming, ORS 327.527 set aside funds for Breakfast after the Bell Equipment grants. These grants provide schools a set amount of funds to cover equipment purchased, renovated, or repaired for use in the start-up of Breakfast after the Bell programming.

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

Grantee must order equipment, or in the case of repairs must coordinate those repairs, starting July 1, 2023 and must be completed no later than June 30, 2024. July 10, 2024 is the last day to submit claim documentation (claim form and invoice) and EGMS claim.

Grantee must use Grant Funds only for the purpose of purchasing new equipment, or repairing, renovating or upgrading equipment they already own, which is necessary to provide students breakfast after the beginning of the school day (ORS 581-051-0605) for the sites and the grant amounts listed below:

Site Name	Site ID	Site Grant Amount
Hauton B Lee Middle School	11074	\$3,158.00
Reynolds Middle School	11075	\$3,158.00
Alder Elementary School	11077	\$3,158.00
Davis Elementary School	11078	\$3,158.00
Fairview Elementary School	11079	\$3,158.00
Glenfair Elementary School	11080	\$3,158.00

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Hartley Elementary School	11081	\$3,158.00
Margaret Scott Elementary School	11082	\$3,158.00
Wilkes Elementary School	11085	\$3,158.00
Salish Ponds Elementary School	13213	\$3,158.00
Reynolds Learning Academy	13214	\$3,158.00
Rockwood Preparatory Academy	14801	\$3,158.00
Alder Pre K	15682	\$3,158.00
Community Transitions Program	16021	\$3,158.00

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

SECTION III. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred basis as requested by Grantee.

With each request for disbursement, Grantee must submit a grant reimbursement form and invoice via email to Agency’s Grant Manager identified in Section 4.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

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

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and

completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide

ODE GRANT #33343- *Breakfast After The Bell*

complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

To: Board of Directors

From: Wade Bakley, Chief Operations Officer

Subject: Acceptance of Oregon Department of Education Local Food for Schools Cooperative Grant

Type: Action Item Report / Presentation

Policy: DD Funding Proposals and Applications

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The purpose of the Oregon Department of Education (ODE) Local Food for Schools Cooperative Agreement Program (LFS Grant) is to increase the purchasing of local and regional foods for distribution to Oregon schools.

The LFS Grant provides an opportunity for states to strengthen ties between local farmers, ranchers, food businesses, and schools, and gives students access to nutritious foods unique to the area they live in, building stronger connections across local communities.

This is in addition to our regular State-funded Oregon Farm to CNP Grant for Reimbursement of Oregon Grown and Processed food that will be operated at the same time. The LFS Grant will essentially make these funds available to Sponsors for specific items that aren't allowed in our regular State reimbursement grant. And will allow us to purchase food items that qualify inside the Oregon border or up to 400 miles outside the Oregon border.

These LFS Grant funds are one-time funds and there are currently no plans to continue the program beyond August 31, 2024.

Previous Board Action:

Not Applicable

Financial Implications:

Grant award is for \$52,800.46

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board accept the Oregon Department of Education Local Food for Schools Cooperative Grant to increase the purchasing of local and regional foods.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 33705

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

SECTION 1: AUTHORITY

Pursuant to the Local Food for Schools Program (LFS) section 5(c) of the Commodity Credit Corporation Charter Act (15 USC 714c (c)) and ORS 336.431, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to increase purchasing of local and regional foods for distribution to Oregon schools.

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 March 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on August 31, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Rick Sherman
255 Capitol St NE, Salem OR 97301
Phone: 503-385-6998
rick.sherman@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Christy Foote
1204 NE 201st Ave Fairview OR97024
cfoote@rsd7.net

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$52,800.46 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Federal (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

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

SECTION 9: OWNERSHIP

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

SECTION 10: CONFIDENTIAL INFORMATION

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

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

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

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

SECTION 16: REMEDIES

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

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

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

SECTION 18: TERMINATION

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

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

18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

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

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

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

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party’s Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency’s consent to Grantee’s assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency’s prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency’s consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit D (Federal Award Identification)

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Procurement Officer

Date

Reynolds School District 7

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Senior Assistant Attorney General Sean T. Brady
Name, Title

08/29/23
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

The United States Department of Agriculture (USDA) has awarded Oregon Grant Funds to administer a Federal Farm to School reimbursement grant entitled USDA Local Food for Schools Cooperative Agreement Program. The purpose of this grant is to increase purchasing of local and regional foods for distribution to schools. Oregon Department of Education Child Nutrition Programs (ODE CNP) already offers a State-funded reimbursement program for Food grown or processed in the State of Oregon. This grant will provide reimbursement for items grown or raised within 400 miles of Oregon’s borders, and to focus on socially disadvantaged vendors.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period. For a detailed list of allowable and unallowable products, along with a 400 mile radius map of the region, go to the Oregon LFS Grant Website. (<https://www.oregon.gov/ode/students-and-family/childnutrition/F2S/Pages/LFS.aspx>)

Grant Funds must be used to purchase the following allowable items:

- All milk including flavored milk and fluid half pints, either within Oregon’s borders or up to 400 miles outside of Oregon.
- Unprocessed or minimally processed fruits or vegetables either within Oregon’s borders or up to 400 miles outside of Oregon.
- Local items from 400 miles outside of the Oregon border; items must be grown, raised, caught from that state (WA, ID, MT, NV, CA).
- Processed food is not allowed.
 - The Grantee must submit an excel LFS Claim Form to confirm where items originated from. Located in the “resources for claims” section of the Oregon Local Food for Schools Grant website (<https://www.oregon.gov/ode/students-and-family/childnutrition/F2S/Pages/LFS.aspx>).

Grantee must spend all project funds no later than August 31, 2024 and claims submitted to Agency for review and approval within 45 days from this date (no later than October 15, 2024).

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

SECTION III. ACCESSIBILITY

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

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

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

SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

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

SECTION V. DISBURSEMENT PROVISIONS

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

With each request for disbursement, Grantee must submit a LFS Claim Form located in the “resources for claims” section of the Oregon Local Food for Schools Grant website via email to farmtoCNP@ode.oregon.gov.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS:

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this section prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required

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

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient’s activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Grantee/Recipient shall waive rights of subrogation which Grantee/Recipient or any insurer of Grantee/Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee/Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee/Recipient or the Grantee/Recipient’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

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

- (i) Grantee/Recipient ’s completion and Agency’s acceptance of all Services required under the Contract, or
- (i) Agency or Grantee/Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall

list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee/Recipient 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/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE:

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

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

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

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

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

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 10.185

2. FEDERAL PROVISIONS

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

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

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

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

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

For purposes of these provisions, the following definitions apply:

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

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

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

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

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract or Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. If this contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor or subcontractor wish 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 Contractor or subcontractor 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.
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

(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.

By signing this Contract, Contractor certifies, to the best of the Contractor’s knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(J) EMPLOYEE WHISTLEBLOWER PROTECTION. Contractor must comply, and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subcontractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(K) FEDERAL FUNDS; FALSE CLAIMS. Agency’s payments to Contractor under this Agreement will be paid by funds received by Agency from the United States Federal Government. By performance of this Agreement, Contractor certifies neither it nor its employees, contractors, or subcontractors who will administer this Agreement are currently employed by an agency or department of the federal government. Contractor acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject Contractor to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise under 18 U.S.C § 1001; 31 U.S.C. §§ 3729-3733 and 3801-3812.

(L) MINORITY AND WOMEN BUSINESS ENTERPRISES. Contractor must comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, Contractor agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

(M) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE). Contractor is prohibited from obligating or expending funds received under this contract to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(N) BUY USA PREFERENCE. Contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics, and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(O) PROCUREMENT OF RECOVERED MATERIALS. Contractor must comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In addition, in the performance of this contract, the Contractor must make maximum use of products containing recovered materials designated by the Environmental Protection Agency (EPA) at 40 CFR part 247, unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

EXHIBIT D

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.332(a)(1))

(i) Grantee name: <i>(must match name associated with UEI)</i>	Multnomah County School District #7
(ii) Grantee’s Unique Entity Identifier (UEI):	JKMUSNGCD4P9
(iii) Federal Award Identification Number (FAIN):	AM23CPLFS000C020
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	February 28, 2023
(v) Grant period of performance start and end dates:	Start: March 1, 2023 End: August 31, 2024
(vi) Grant budget period start and end dates:	Start: March 1, 2023 End: August 31, 2024
(vii) Amount of federal funds obligated by this Grant:	\$52,800.46
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	On file at Agency
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	On file at Agency
(x) Federal award project description:	Local Food for Schools
(xi) a. Federal awarding agency:	United States Department of Agriculture
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Kai Turner, OFIT Assistant Superintendent Email: Kai.turner@ode.oregon.gov
(xii) Assistance listings number, title, and amount:	Number: 10.185 Title: Local Food for Schools (LFS) Cooperative Amount: \$2,062,715.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

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

To: Board of Directors

From: Holly Langan, Executive Director of Financial Services

Subject: 2023-2024 Fee Schedule

Type: Action Item Report / Presentation

Policy: JN: Student Fees, Fines, and Charges

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

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

Previous Board Action:

Each year the Board authorizes the rates to be charged to provide the authority for buildings to charge the fees.

Financial Implications:

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

Motion:

- A. Motion Made by Board Member:
 - a. I move the Board approve the 2023-24 Fee Schedules as proposed.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

July 1, 2023 through June 30, 2024

Student Material Replacements

Bus Card Replacement: \$8 per student
 Planner Replacement: \$6 per replacement
 ID Card Replacement: \$4 per replacement
 Plastic Pouch Replacement: \$1 per replacement
 Lanyard Replacement: \$1 per replacement

High School Specific

ASB Pass: \$25
 Parking Permit: \$25
 Driver Education Courses: \$350 per session, \$275 if income-eligible for free/reduced school meals
 Additional Transcript Fee (if more than one year after graduation): \$5 per transcript

Athletic User Fees

Middle School

\$40 per activity
 \$10 per activity if income-eligible for free school meals
 \$20 per activity if income-eligible for reduced school meals

High School

\$120 per OSAA sport
 \$60 per activity if income-eligible for reduced school meals
 \$30 per activity if income-eligible for free school meals
 (High School: max of \$300 athletic fees per family per year)

Instrument Rentals

Middle School: \$15–50 per instrument/per month

PE Uniforms

\$18 per uniform (uniforms are optional)

Technology

1:1 Devices

Lost devices (cost of replacement): up to \$250
 Replacement chargers for devices: \$10
 Repairs (broken/lost functionality; cost of repair): up to \$100

Yearbook

Elementary: up to \$15 per book
 Middle School: \$25 per book (\$5 discount for Fall payments)
 High School: \$40 per book (increases to \$45 after December 20)

2023-2024

Fee Schedule



At Cost Items Include:

AVID binders, lost textbooks, lost library books, and credit card fees.

Early Entrance

Application for Early Entrance: \$20*

Evaluation for Early Entrance: \$130*

*Fee may be waived if income eligible

To: Board of Directors

From: Holly Langan, Executive Director of Financial Services

Subject: Calendar for 2024-2025 Budget Planning

Type: Action Item Report / Presentation

Policy: DBC: Budget Calendar

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The District is required to set a budget calendar at the beginning of each school year. The Board is asked to approve the draft budget calendar as proposed. The proposed budget calendar is similar to those of prior years with the continuation of internal and external listening sessions proposed to be held between January and March to share early budget framework assumptions and gather input as the budget draft is being created.

Previous Board Action:

The Board approves the Budget Calendar annually.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve Calendar for 2024-2025 Budget Planning as proposed.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

September 27, 2023	Board of Directors Meeting Board adopts Budget Calendar for 2024–25 Fiscal Year
November 2023	Staff Input Session
November 2023	Community Input Session
December 6, 2023	School Board Budget Work Session—Priorities Discussion
January 24, 2024	Board of Directors Meeting Adoption of 2024–25 Board Budget Priorities
March 13, 2024	Publish First Notice of Budget Committee Meetings 5 to 30 days before the first meeting (Gresham Outlook)
March 20, 2024	Publish Second Notice of Budget Committee Meetings 5 to 30 days before the first meeting (Gresham Outlook)
April 18, 2024	Budget Committee Work Session
May 2, 2024	Budget Committee Meeting—Proposed Budget Appoint Presiding Officer Receive Budget Message Receive Proposed Budget Document and Discuss Relevant Changes Respond to Questions from Budget Committee
May 9, 2024	Budget Committee Meeting—Approved Budget Receive Public Testimony Budget Committee Deliberations Respond to Questions from First Meeting
May 24, 2024	Publish Notice of Budget Hearing and Budget Summary 5 to 30 Days Before the Hearing (Gresham Outlook) Publish Financial Summaries
June 26, 2024	Board of Directors Meeting - Conduct Budget Hearing Conducted by School Board; Open to Public Run Budget Hearing Concurrent with Board Meeting
June 26, 2024	Board of Directors Meeting - Enact Resolutions Adopt Budget, Authorize Appropriations & Impose and Categorize Taxes Amend 2023-2024 Appropriations (if necessary)
July 15, 2024	Submit Tax Certification Documents To County Assessor Office by July 15, 2024 File Budget Document with County Recorder and Designated Agencies

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Superintendent Evaluation

Type: Action Item Report / Presentation

Policy: Meetings

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

According to the superintendent’s contract, *“annually, and not later than October 15th, the Board shall, in consultation with the Superintendent, establish general goals and specific objectives for the school year. The goals and objectives shall be established in writing and be among the criteria for evaluation of the Superintendent.”* This item serves the above purpose.

The superintendent’s evaluation for the 2023-2024 school year will consist of six goals and five of the eight Superintendent Professional Standards.

Previous Board Action:

The Board approves the Superintendent’s goals and conducts a Superintendent evaluation annually.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Superintendent’s Goals and Evaluation plan as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

PART 1: PROFESSIONAL STANDARDS (pages 2-6)

1. Following are descriptors of each of the five performance standards. Each board member should rate all five of the performance standards. Performance indicators are listed below each performance standard. These performance indicators suggest objective measures to consider. Do not rate each performance indicator separately; only rate the overall performance standard.
2. Your comments in support of your rating will be helpful during the board discussion for preparation of a summary evaluation form.
3. The board will meet in executive session to discuss the results and prepare a final summary evaluation form representing the consensus of the board.
4. The superintendent will be presented with the final summary report from the full board, not the individual evaluation forms. It is important that the board speak with one voice in evaluating the superintendent.

PART 2: GOALS (pages 7-11)

1. Each board member should rate the superintendent's performance in meeting their evaluative goals agreed to by the superintendent and the board at the beginning of the evaluation process.
2. Your comments in support of your rating will be helpful during the board discussion for preparation of a summary evaluation report.
3. The board will meet in executive session to discuss the results and prepare a final summary evaluation report representing the consensus of the board.
4. The superintendent will be presented with the final summary report from the full board, not the individual evaluations. It is important that the board speaks with one voice in evaluating the superintendent.

SCORING KEY**4 = ACCOMPLISHED PERFORMANCE**

Performance in this area is routinely outstanding and acts as a model for others.

3 = EFFECTIVE PERFORMANCE

Performance in this area consistently meets the standard.

2 = DEVELOPING

Performance occasionally meets the standard but is not yet consistent.

1 = INEFFECTIVE

Performance currently does not meet the standard.

VISIONARY DISTRICT LEADERSHIP

Descriptors:

- Implements the district’s continuous improvement plan and communicates its progress.
- Implements Superintendent goals aligned with Board goals and priorities

Ratings:



Comments:

ETHICAL AND PROFESSIONAL NORMS

Descriptors:

- Ensures ethical decisions and cultivates professional norms and culture including equity, fairness, integrity, transparency, trust, collaboration and perseverance.
- Makes ethical and legal recommendations to the board.

Ratings:



Comments:

INCLUSIVE DISTRICT CULTURE

Descriptors:

- Develops a supportive, equitable, culturally responsive and inclusive district culture.
- Engages and effectively communicates with diverse families, community partners, and other constituencies to strengthen student learning.
- Evaluates, designs, fosters and implements coherent systems of curriculum instruction, supports, assessment and instructional leadership.

Ratings:



Comments:

EFFECTIVE ORGANIZATIONAL MANAGEMENT

Descriptors:

- Establishes productive relationships with associations while managing labor relations and contracts effectively.
- Creates and maintains operational structures that maximize the district's capacity to positively impact student learning.

Ratings:



Comments:

POLICY AND GOVERNANCE

Descriptors:

- Cultivates a respectful and responsive relationship with the district board of education focused on achieving the shared mission and vision of the district.

Ratings:



Comments:

GOAL 1: 3rd GRADE READING

Increase the percentage of 3rd grade students who meet or exceed on STAR reading from 33% to 38% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender, and program participation.

Objective 1: Add certified reading specialists to all elementary schools to enable academic acceleration.

Objective 2: Add a full day, full-year educational assistant to each kindergarten section to support academic and socio-emotional development of all students.

Objective 3: Provide all elementary educators Language Essentials for Teachers of Reading and Spelling (LETRS) and align elementary school literacy blocks to the Science of Reading to support all students to read at or above grade level by third grade.

Ratings:



Comments:

GOAL 2: 5th GRADE MATH

Increase the percentage of 5th grade students who meet or exceed on STAR math from 34% to 39% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Implement/train for the iReady elementary math curriculum.

Objective 2: Use academic acceleration in math through small groups and extended learning opportunities such as summer school.

Objective 3: Align all elementary schedules to allow for a 75-minute math block focused on math practices.

Ratings:



Comments:

GOAL 3: 8th GRADE MATH

Increase the percentage of 8th grade students who meet or exceed on STAR math from 27% to 32% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Implement new middle school math curriculum.

Objective 2: Provide new laptops to all middle schools.

Objective 3: Implement an A/B block schedule at RMS and HB Lee.

Objective 4: Engage community partners to increase student attendance by 5% and reduce tardiness by 10% by the end of the second semester.

Ratings:



Comments:

GOAL 4: 9th GRADE ON TRACK

Increase the percentage of 9th grade students who earn 6 or more credits by the start of their sophomore year from 65% to 70% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Provide 9th grade students instruction in the high school credit system, study skills, time management and academic advising.

Objective 2: Implement an A/B block schedule model at RHS.

Objective 3: Engage community partners to increase student attendance by 5% and reduce tardiness by 10% by the end of the second semester.

Ratings:



Comments:

GOAL 5: GRADUATION

Increase the percentage of students who graduate in four years from 57% to 62% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Implement an A/B block schedule at RHS.

Objective 2: Increase the number of credit recovery classes taught during the school day.

Objective 3: Engage community partners to increase student attendance by 5% and reduce tardiness by 10% by the end of the second semester.

Ratings:



Comments:

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: OASC Field Trip Request

Type: Action Item Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

In an effort to provide an extended learning opportunity for some of our student leaders at Reynolds High School, the administration would like to recommend that students attend The Oregon Association of Students Councils conference field trip to Seaside, Oregon. While there, students will gain valuable information and leadership skills to strengthen their school and its culture. The group is planning to depart on November 5th and return on November 6th. The Reynolds High School students will gain valuable leadership skills and they will have the opportunity to learn about service projects for their school. The students will be able to apply these newly learned skills in the student government activities and during their leadership class.

Previous Board Action:

The Board approved this trip last year.

Financial Implications:

This will be paid for out of our ASB account. The cost to attend for 16 students and 2 adults is about \$4000. This includes conference fees for 16 students, food, and lodging. Each student will pay \$50 to cover some costs. The remaining amount will be paid out of the ASB general account.

Motion:

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

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.
See Attached

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
To expose our students to other school improvement ideas and projects. For our leadership students to share with other schools all of the high quality projects we do.

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
Students will engage in hands on activities that will teach them their strengths and weaknesses. They will also listen to inspirational speakers who will encourage them to make positive changes at their school.

4. What effect does the trip have on other classes or programs?
This trip is designed to give students ideas that they can bring back to RHS to improve our school and our school culture.

5. Estimated cost of trip \$4100.00. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)
ASB funding

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).
School bus

7. Describe supervision plans to ensure maximum safety for students.
Students will have assigned rooms at the hotel. Adults will enforce a curfew and check that all students are in their rooms. An adult will always be present when students are at the conference. Both adults will stay in the hotel (in their own rooms).

OASC Schedule

11/5/23

8:00am: Depart RHS for Seaside, OR

10:30am: Arrive at Seaside, OR

10:30-11:00am: Check in to conference

11:00am-12:00pm: Lunch at Subway

12:00-1:00pm Back to conference for ice breakers

1:00 – 2:30 p.m. Opening General Session with Sabrina Thompson

2:30 – 3:00 p.m. BREAK: Exhibits / Icebreakers / Networking- students remain on conference campus- we will meet for a snack

2:30 – 3:00 p.m. BREAK: Adviser Meeting General Session SEC Presidential Speeches

4:00 – 6:00 p.m. Dinner at Tom's Fish & Chips

6:00 – 9:00 p.m. Workshops / Idea Shares

9:00 – 10:30 p.m. Dance & Activities Adviser Hospitality 10:30 p.m. End of Day One!

10:30-10:45pm: Depart for hotel

11:00pm: Back at hotel and lights out.

11/6/23

8:00-8:10: Depart hotel and leave for conference

8:00 – 8:50 a.m. Complimentary Breakfast at conference

9:00 – 10:40 a.m. 11:00 a.m. Closing General Session with Jarom Smith ADJOURN

11:00am: Depart Conference

11:15am: Stop for lunch at McDonalds

11:45: Depart Seaside

1:30: Arrive back at Reynolds High School

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____
Birth Date: _____
Address: _____
Home Telephone: _____

Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____
Relationship: _____
Telephone: _____

Medical Contact Information:

Physician: _____
Telephone: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:
Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.
Activity:

Parent/Guardian Signature

Date

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: Reynolds High School

Description of field trip/activity: OASC Leadership Confernece

Location/Destination: Seaside, OR

Date(s) of field trip/activity: Nov. 5-6

Name(s) of person in charge of field trip/activity: Bailey Kasler

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

Student Signature

Date

Parent Signature

Date

(Complete student health history on next page.)

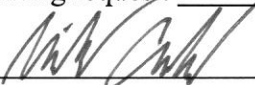
Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: Reynolds High School Leadership School: Reynolds High Scgool

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: 9/15/23 Date(s) of Activity: November 5-6

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)
I am requesting to take 16 students to a leadership conference in Seaside, OR
2. List staff member(s) responsible for students. List all other supervisors on trip.
Bailey Kasler, Chris Zeller
3. School equipment to be used:
N/A
4. Lodging:
Rivertide Suites
5. Will Student Travel Insurance be obtained? Yes No
6. Estimated number of students: 16 Number of supervisors: 2
7. Parent permission slip on file: Yes No
8. Person or persons initiating request: Bailey Kasler Date: 9/12/23
9. Principal approval:  Date: 9-12-23

Decision: Preliminary approval to continue with planning Yes No

If denied, reason _____

District Activities Coordinator Date

Final Approval Yes No

District Activities Coordinator

Date



TRIP ID
TRIP DATE

FIELD TRIP REQUEST FORM

Originating School **Reynolds High School** Date of Trip Departure **Nov. 5** Return Date of Trip **Nov 6.**
 Destination Name **Seaside, OR** Grade Level **9-12** # of Adults **2**
 Destination Address **415 1st Ave, Seaside, OR 97138** # of Students **16**
 Requesting Teacher **Bailey Kasler** # of Wheelchairs **0**
 Departure Time From School **8am** Where should buses load at the School **Front of RHS**
 Departure Time From Destination **11:30am** Trip Description **OASC Leadership conference in Seas**
 **Please see the required departure times on the PowerPoint, provided to your School Secretary

*If more than one destination, please list the name, address, and planned departure time on a separate sheet. Submit with this form.

Contact Teacher's Name & Cell Phone # **Bailey Kasler 9712857830**

TRANSPORTATION

Trip Type **Classroom**

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

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

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

FUNDING SOURCE

Budget Code (Object Code = third series of #'s in the budget code must be 0331 or 0332) **258 1132 0322 031 231 000** **ASB**

Grant Name & Number
Outside Source (Billing Entity Name, Contact Person, Billing Address & Phone Number)

Notes:

Bailey Kasler
REQUESTING TEACHER'S SIGNATURE

9/12/23
DATE

Nick Smith

APPROVING SCHOOL ADMINISTRATOR'S SIGNATURE

9-12-23
DATE

Once The Field Trip Is Approved, You Need To:

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Black College Expo: Seattle, WA

Type: Action Item Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Reynolds High School and Reynolds Learning Academy would like to attend the Black College Expo held at Rainer Beach High School in Seattle, Washington on November 4, 2023.

The Black College Expo is an opportunity for Reynolds School District's Black students to speak directly with college representatives, get accepted to colleges and receive scholarships on the spot, and attend academic seminars.

Previous Board Action:

The Board has not previously approved this trip but must approve all trips out of state.

Financial Implications:

The cost to attend this event including travel and meals will be covered by Reynolds School District.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the RHS and RLA trip to Seattle for the Black College Expo.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Field Trips and Special Events**

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the board through the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;
3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must not unduly delay the return of the bus to the school;
5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;
6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;
7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;
10. Student travel requests over 100 miles out-of-state, one-way or any overnight travel must have prior board approval.

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

Name of Group: Schools Uniting Neighborhood School: RHS & RLA

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: 09/19/2023 Date(s) of Activity: 11/04/2023

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)
2. List staff member(s) responsible for students. List all other supervisors on trip.
See Attached
3. School equipment to be used:
None
4. Lodging:
None
5. Will Student Travel Insurance be obtained? Yes No
6. Estimated number of students: 100 Number of supervisors: 7
7. Parent permission slip on file: Yes No
8. Person or persons initiating request: Tore James Date: 09/19/2023
9. Principal approval: Mike Anderson Date: Sep 20, 2023
9. Principal approval: Stacy Talus Date: Sep 21, 2023

Decision: Preliminary approval to continue with planning Yes No

If denied, reason _____

District Activities Coordinator Date

Final Approval Yes No

District Activities Coordinator

Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.
07:30 AM - Leave Reynolds High School
11:00 AM - Arrive at Rainier Beach High School
04:00 PM - Leave Rainier Beach High School
08:00 PM - Return to Reynolds High School
2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
To expose students to college opportunities in a culturally specific setting.
3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
Students will be able to learn about new schools and have the opportunity to receive college acceptance letters and scholarships on the spot.
4. What effect does the trip have on other classes or programs?
None. The trip will take place on Saturday November 4, 2023.
5. Estimated cost of trip \$_____. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)
District funding
6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).
Buses provided by the district.
7. Describe supervision plans to ensure maximum safety for students.
Staff to student ratio will be approximately 14:1. The event will take place in the gymnasium of Rainier Beach High School. All students and staff will be required to wear an event t-shirt provided by RHS SUN program.

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: _____

Description of field trip/activity: Black College Expo

Location/Destination: Rainier Beach High School Seattle, Washington

Date(s) of field trip/activity: November 4, 2023

Name(s) of person in charge of field trip/activity: Tore James

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

Student Signature

Date

Parent Signature

Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____

Birth Date: _____

Address: _____

Home Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____

Relationship: _____

Telephone: _____

Medical Contact Information:

Physician: _____

Telephone: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:

Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.

Activity:

Parent/Guardian Signature

Date










RHS Black College Expo 23-24 IICA R D1

Final Audit Report

2023-09-21

Created:	2023-09-20
By:	Kaylie Jeffries (KJeffries@rsd7.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1y-6cabm2wB5SZdmREgC_5C2zWhfRtNV

"RHS Black College Expo 23-24 IICA R D1" History

-  Document created by Kaylie Jeffries (KJeffries@rsd7.net)
2023-09-20 - 4:00:14 PM GMT- IP address: 198.236.117.1
-  Document emailed to manderson@rsd7.net for signature
2023-09-20 - 4:01:06 PM GMT
-  Email viewed by manderson@rsd7.net
2023-09-20 - 5:23:15 PM GMT- IP address: 104.47.57.254
-  Signer manderson@rsd7.net entered name at signing as Mike Anderson
2023-09-20 - 5:23:52 PM GMT- IP address: 198.236.118.1
-  Document e-signed by Mike Anderson (manderson@rsd7.net)
Signature Date: 2023-09-20 - 5:23:54 PM GMT - Time Source: server- IP address: 198.236.118.1
-  Document emailed to Stacy Talus (stalus@rsd7.net) for signature
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-  Email viewed by Stacy Talus (stalus@rsd7.net)
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-  Document e-signed by Stacy Talus (stalus@rsd7.net)
Signature Date: 2023-09-21 - 5:28:41 PM GMT - Time Source: server- IP address: 96.76.99.233
-  Agreement completed.
2023-09-21 - 5:28:41 PM GMT



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

To: Board of Directors

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

Subject: Authorization to Spend Over \$500,000 – Lexia Learning Systems

Type: Action Item Report / Presentation

Policy: [DJ: District Purchasing](#)

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Reynolds School District issued a Request for Proposal (RFP) in July to qualified vendors able to provide evidence-based instructional content for students, professional development for educators, and tools for implementation. This RFP is intended to support the District's determination to provide professional development to all teachers that is tied to the science of reading and tools that support implementation for all students. The contract term is 09-01-2023 to 08-31-2024 with options to renew for 2 additional one-year terms.

The scope of work includes:

- An initial presentation of alignment to RSD goals and the Science of Reading.
- Proven history of successful implementation in other school districts.
- Clearly articulated professional development plan w/multiple opportunities for feedback.
- Adaptive training provided based on the school or district needs.
- Responsive customer service.

Previous Board Action:

The Board approved an agreement for Lexia’s computer-assisted instruction program in August 2020.

Financial Implications:

The total cost of this contract with Lexia Learning Systems LLC, from September 1, 2023 to August 31, 2024, is \$513,160.

Motion:

- A. Motion Made by Board Member:

- a. I move to authorize Reynolds School District entering into an agreement with Lexia Learning Systems, from September 1, 2023 to August 31, 2024, at a cost of \$513,160 to the District.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**REYNOLDS SCHOOL DISTRICT #7
 PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: _____

WITNESSETH:

1. The contractor shall provide RSD with the following information:

- a. Company Legal Name _____
- b. Contract Signer Name _____ Contract Signer Email _____
- c. Mailing Address _____
- d. Telephone Number _____
- e. Federal Tax ID No. _____ **Contractor must submit W-9 to RSD's Finance Department*
- f. Business Designation (check one) Individual Sole proprietorship Partnership
 Corporation Community College Other: Limited Liability Company - C Corporation

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:

If exempt from backup withholding (form 1099 reporting), check this box and check your qualifying reason below:

- i. Corporation
- ii. Tax Exempt Charity under 501(a), or IRS
- iii. The United States or any of its agents or instrumentalities
- iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- v. A foreign government or any of its political subdivisions
- vi. District will deduct taxes from pay, which will occur monthly
- f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? Yes No N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes No N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*

3. Contract Term:

This Contract becomes effective on: _____

Unless terminated earlier as provided below, this Contract shall continue through: _____

* There are two (2) mutually agreed upon one (1) year renewal options.

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: \$ _____

**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: \$ _____ per (period) _____

What is the total estimated compensation? \$ _____

Additional description of pay, if applicable:

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: *(Check all that apply)*

Exhibit A: Statement of Work Exhibit B: Contractor's Proposal Exhibit C: Insurance Requirements

Other (please describe): _____

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$500,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$500,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$500,000. No compensation shall be due or payable to Contractor in excess of \$500,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per occurrence, \$3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

_____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

_____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.
15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as “works made for hire” by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor’s performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only. [The parties do not anticipate or intend the creation by Contractor of any newly created intellectual property or Works Made for Hire \(“New Work Product Deliverable”\) to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a Contractor quote or a statement of work signed by a VP or above level representative of Contractor, on an individual case basis prior to creation.](#)
23. Work Performed on RSD Property. Contractor shall comply with the following:
- Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
 - Sign-in Required: As required by schools and other RSD locations, each that day Contractor’s employees are present on RSD property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on RSD property.
 - No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
 - No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
24. Unsupervised Contact with Students. This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.
25. Confidentiality; FERPA Redisclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the redisclosure of confidential student information. [Excluding Contractor's to those of its employees, agents and contractors that need to receive such information to enable Contractor to provision and support its services to its school and district customers and who are under contractual obligations of confidentiality to Contractor with respect to such information no less restrictive than those herein, and for whom Contractor shall remain liable](#), Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any [other](#) redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

26. Security. Any **unauthorized** disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor 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 addresses herein.
34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.
37. Payment of Invoices. Unless otherwise provided in Exhibit 1, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the District, whichever is earlier.
 - a. Invoices should be emailed to AP@rsd7.net
 - b. Invoices should have listed: PO Number, RSD Contract #, Dates of Service Performed, Brief Description of Work.

(Sign on following page)

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

Contractor

Signature of Superintendent or Authorized Signer

Signature of Contractor

Printed Name

Contractor Name

Title

Contractor Title

Date Signed

Date Signed

RSD Legal Approved: 09/08/2023

Review required for final authorization

Signature of Program Director

Date Signed

Signature of Site Manager

Date Signed

- Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)
- Board approval required if estimated charges exceed \$500,000 Board approval date: _____
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

REYNOLDS SCHOOL DISTRICT #7**WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Reynolds School District #7**Contractor**

 Signature of Superintendent or Authorized Signer

 Signature of Contractor

 Printed Name

 Contractor Name

 Title

 Contractor Title

 Date Signed

 Date Signed

Reynolds School District #7

**Request for Proposals
Reading Program**

Proposals Due:	Not Later than 2:00:00 PM Pacific Time, 08/11/2023 Late proposals will not be accepted or considered.
Submit Proposals to:	<u>ELECTRONIC SUBMITTAL</u> Submit electronically to procurement@rsd7.net . The Proposal, including all required documentation, must be submitted not later than 2:00:00 PM on 08/11/2023 . Late Proposals shall be rejected. <u>HARDCOPY SUBMITTAL</u> No hardcopy submittals will be accepted.
Direct Questions to:	Procurement Contact: Steven Blum Email: procurement@rsd7.net Deadline for Questions: 08/05/2023
Electronic Responses:	Electronic responses are required

RFP Availability:

This RFP is available electronically through the Reynolds School District website at: <https://www.reynolds.k12.or.us/rfps> . Future notices regarding this solicitation, including solicitation addenda, will be posted to this site.

Proposal Opening:

A public proposal opening will occur via Zoom promptly at 9:00 AM **on 08/14/2023**. Only the name of the proposer will be read aloud.

Contact Steve Blum at procurement@rsd7.net for the link.

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Attachment A: Sample Contract

Attachment B: Proposer Certification Form

Attachment C: Reference Form

Attachment D: Price Proposal Form

1 Introduction

Reynolds School District ("District") seeks written proposals from qualified vendors able to provide evidence-based instructional content for students, professional development for educators and tools for implementation. The district intends to award a single contract as a result of this RFP. The District will determine the number of contracts to be awarded at time of contract award. This determination will be based upon the evaluation of scores underlying the rank of each proposal and the capacity of the proposers and shall be at the sole discretion of the District. The contract term will be 09-01-2023 to 08-31-2024 with options to renew for 2 additional one- year terms.

1.1 Timeline

ACTIVITY	DATE
Issuance of Request for Proposal	07/28/2023
Pre-Proposal Conference	N/A
Deadline for Questions or Clarifications	08/05/2023
Final Addenda Deadline	08/06/2023
Proposals Due	08/11/2023
Interviews	08/16/2023
Notice of Intent to Award	08/21/2023
Anticipated Contract Start	09/01/2023

The District reserves the right to deviate from this schedule.

1.2 Definitions

- a) "CERTIFIED BUSINESS", as used in this RFP, means a company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBIO) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by a Service Disabled Veteran (SDV) and/or an Emerging Small Business (ESB) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

1.3 RFP Questions, Clarifications and Changes

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is shown on page 1 of this document.

If selected for award, a proposer will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the District upon determination that the modification is in the best interest of the District.

If the proposer selected for award as a result of this RFP fails to agree to a contract with the material terms and conditions of the sample contract attached, the District may terminate negotiations with the proposer and commence negotiations with the next highest ranked proposer.

1.3.1 Addenda

If the District determines that additional information or interpretation is necessary, such information or interpretation will be supplied in addenda, posted on [https:// www.reynolds.k12.or.us/rfps](https://www.reynolds.k12.or.us/rfps) .

Addenda shall have the same binding effect as though contained in this RFP.

Statements made by the District's representatives are not binding on the District unless confirmed by written addendum.

1.4 Equity in Public Purchasing & Contracting Policy

The District strives to achieve race and gender equity and expects any firm contracting with Reynolds School District to do the same. The District is dedicated to increasing contracting opportunities for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), businesses owned by Service Disabled Veterans (SDV) and/or Emerging Small Businesses (ESB) and also for minority, women, and service disabled veteran workforce development.

2 Scope of Work

2.1 Scope of Work

Reynolds School District (District) seeks competitive sealed proposals from qualified companies/consultants with expertise in providing evidence-based instructional content for students, professional development for educators and tools for implementation.

This Request for Proposal (RFP) is intended to support the District's determination to provide professional development of all teachers that is tied to the science of reading and tools that support implementation for all students.

The scope of the work must include:

- An initial presentation of alignment to Reynolds School District goals and the Science of Reading.
- Proven history of successful implementation in other school districts.
- Clearly articulated professional development plan with multiple opportunities for feedback.
- Adaptive training provided based on the school or district needs.
- Responsive customer service

2.2 Statement of Work

The successful company/consultant will provide all services, supplies, resources and personnel necessary to perform the work defined in this RFP. The District will not be responsible for travel/mileage expenses. The successful company/consultant shall be an independent contractor and not an agent or employee of the District. The company/consultant shall adhere to all the requirements of federal, State of Oregon and local laws, rules, regulations, statues, etc. pertaining to business operations.

2.2.1 Contractor Performance

The Company/Consultant shall:

- Directly train educators using evidence-based practices.
- Provide evidence-based, high-quality, professional development and tools for implementation.
- Align to the District 's core principles and goals within the District Strategic Plan <https://www.reynolds.k12.or.us/district/strategic-plan-results-dashboard>
- Provide professional development and coaching to District Leadership as deemed necessary for sustainability.
- Maintain a high level of professionalism and collegiality in all interactions with District stakeholders.
- Be knowledgeable and up to date with current research surrounding all learners.
- Have a documented reputation for quality service.
- Have the capacity to invoice the District for services provided in a timely manner.
- Provide documentation/assurances that during the course of the contract there will be continuity in the assignment of staff and documented proof that staff assigned will have the appropriate certification/qualifications.
- Demonstrate cultural awareness and equity focused mindset.

2.2.2 District Deliverables (if any)

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2.3 Contractor and Subcontractor Fingerprint-Based Criminal History Verification

Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. The District requires all Contractor personnel who may have direct, unsupervised contact with students to pass fingerprint-based criminal history verification. The Contractor is solely responsible for the cost of these verifications. The current cost is \$94.50 and is subject to change. Proposers are advised to consider this cost when responding to price proposal evaluation criteria as the District will not pay for, or reimburse, such costs.

2.4 Reserved

3 Proposal Format, Content, and Submission

3.1 Proposal Format

District proposal standards:

- a) Proposal includes a one-page cover letter as the first page of the proposal.
- b) Proposal includes Attachment B as the second page of the proposal.
- c) Proposal addresses all evaluation criteria in the order presented in 3.2.
- d) Proposal is 20 pages or less in length, not including reports, resumes, and like attachments.

Please do not include sales or promotional materials as part of proposal unless requested.

3.2 Proposal Content

Include the content listed in Table 3.2-1.

Proposals shall include all designated mandatory requirements. Proposals lacking one or more of the mandatory requirements may be rejected as non-responsive. Mandatory requirements are designated by a check mark in the "Mandatory" column of Table 3.2-1 below.

Table 3.2-1

Proposal Content		Mandatory	Scored	Optional
Proposer Certifications and Representations, signed in ink or indelible pencil	Attachment B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
References	Attachment C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rate or Price Proposal (choose one)	Attachment D	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evaluation Criteria Responses		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Qualifications		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Organizational Structure		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial History and Capacity		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Participation Strategy		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Experience		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Timeline and Deliverables		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Past Performance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Key staff, Staff Experience, Capacity		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Functional Specifications		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Specifications		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Software		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Ongoing Support		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Training		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Implementation		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Price Proposal		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Proposed Key Staff		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Demonstration		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

3.2.1 Attachment B: Proposer Certifications and Representations

Include a completed Attachment B: Proposer Certifications and Representations form, signed in ink or indelible pencil. Digital and stamped signatures are not accepted.

3.3 Proposal Responses to Evaluation Criteria

Address each of the following Evaluation Criteria completely, and in the order provided:

3.3.1 Written Evaluation Criteria	
<p>A. Qualifications</p> <p>Proposer must currently hold a license(s) to work in the State of Oregon. Include a copy of the license and/or certifications in proposal. Proposer must currently hold the following certifications(s). Include a copy of the certifications(s) in proposal.</p> <p>An ideal proposal will demonstrate: The successful company/consultant will provide all services, supplies, resources and personnel necessary to perform the work defined in this RFP. Qualified companies/consultants with expertise in providing research-based professional development for educators and tools for literacy instruction for students.</p>	<p>Pass/Fail</p>
<p>8. Organizational Structure, Proposed Partnerships and Subcontracting</p> <p>An ideal proposal will demonstrate: The successful company/consultant will demonstrate the ability to maintain adequate staffing and licensing, to perform the work defined in the RFP. The proposal will entail an organizational chart, resumes of key staff.</p>	<p>Maximum Points Available: 5</p>
<p>C. Financial History and Capacity</p> <p>An ideal proposal will demonstrate: The successful company/consultant will demonstrate the ability to maintain adequate funding and financial capacity to perform the work defined in the RFP.</p>	<p>Maximum Points Available: 5</p>
<p>D. Certified Business Participation Strategy</p> <p>Subcontracting: Please provide your firm's comprehensive plan to recruit Certified Business subconsultants to participate in the performance of this contract. Have you already engaged Certified Businesses as a part of the project team?</p> <p>An ideal proposal will demonstrate:</p> <ul style="list-style-type: none"> • Proposer is a Certified Business; and/or • Proposer has a comprehensive plan to recruit and partner with Certified Businesses and has already engaged Certified Businesses as a part of the project team. 	<p>Maximum Points Available: 5</p>
<p>E. Experience</p> <p>Describe 5 projects of similar scope and size, which proposing firm has completed on time, on budget and to a high-quality standard. Provide the project start and end dates, client and cost.</p> <p>Provide the team proposed to perform the work and each member's relevant experience and resume.</p>	<p>Maximum Points Available: 5</p>

<p>If subcontracting a portion of the work: Describe 3 projects of similar scope subcontractor completed on time, on budget and to a high-quality standard, including project start and end dates, clients and cost. Provide for all subcontractors.</p> <p>An ideal proposal will demonstrate: Proposer must have experience and a proven track record with school districts of similar, or larger, size. Proposer must have experience and a proven track record with contracting with diverse, suburban or urban public school districts. Documented evidence that supports the impact of the Science of Reading within those districts aligned to educator and student outcomes.</p>	
<p>F. Implementation Timeline and Deliverables</p> <p>An ideal proposal will use project management strategies in order to communicate an effective implementation timeline (i.e., trainings, deliverables, onsite/virtual support) and deliverables of service.</p> <p>If subcontractors are being used, please also include their implementation timeline and deliverables.</p>	<p>Maximum Points Available: 5</p>
<p>G. Past Performance</p> <p>Were the projects described in 3.3.E completed on time and on budget? If not, why not?</p> <p>On Attachment C, provide 3 positive, supporting references for the projects named above.</p> <p>Provide 3 supporting letters of recommendation from previous clients. Such letters should address: ability to meet deadlines, accuracy of estimates and quality of work.</p> <p>An ideal proposal will demonstrate: Experience with leading systems implementation, improvement and sustainability.</p>	<p>Maximum Points Available: 10</p>
<p>H. Proposed Key Staff and Staff Experience; Staff Capacity</p> <p>Describe the capacity of your firm to perform the scope of work provided in section 2.</p> <p>List the key staff proposed to perform the Work. Describe the role of each key staff member proposed and the percentage of his or her time which will be allotted to the project.</p> <p>Provide the resume of each key staff person proposed. Or: Describe the experience of the key staff and how he/she is ideally suited to his/her role on the project.</p> <p>Identify any portion of the scope of services which is proposed to or may be performed by a subcontractor. Identify the subcontractor(s) and the nature of the work to be performed.</p> <p>An ideal proposal will demonstrate: The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.</p>	<p>Maximum Points Available: 5</p>
<p>I. Functional Specifications (Software specific)</p>	<p>Maximum Points Available: 5</p>

<p>An ideal proposal will demonstrate: Ability to track adult and student progress.</p>	
<p>J. Technical Specifications (Software specific)</p> <p>See attached Functional and Technical Specifications Checklist (Attachment XX)</p> <p>An ideal proposal will demonstrate: Ability to show data at various levels, student, building, and district. Software should meet district platform specifications.</p>	<p>Maximum Points Available: 5</p>
<p>K. Software, versioning and upgrades (Software specific)</p> <p>What is the upgrade cycle of the proposed software?</p> <p>What operating systems does the software support?</p> <p>How are upgrades documented?</p> <p>State the number of software versions currently supported. Provide supporting documentation for supported versions.</p> <p>What version do you propose for this scope of work and why? Are other clients currently using this version - why or why not? What was the first go live date of the proposed software in this version in full implementation and not in a beta test environment?</p> <p>List the clients currently utilizing the proposed version. This means the system is implemented and is not in a beta test environment.</p> <p>What enhancements, bugs or other issues will you be addressing in the next upgrade?</p> <p>Provide a roadmap of future upgrades for the next two years.</p> <p>An ideal proposal will demonstrate: Ability to integrate with districts current operating system.</p>	<p>Maximum Points Available: 5</p>
<p>L. Ongoing Support and Maintenance (Software specific)</p> <p>Describe the level of ongoing support and service provided clients including parameters around helpdesk support and guaranteed response times.</p> <p>An ideal proposal will demonstrate: ability to provide up to date maintenance support of software.</p>	<p>Maximum Points Available: 5</p>
<p>M. Training (Software specific)</p> <p>An ideal proposal will demonstrate: Timeline for implementation of software and training of software for all parties involved.</p>	<p>Maximum Points Available: 5</p>
<p>N. Implementation Plan (Software specific)</p> <p>An ideal proposal will demonstrate: Data integration timeline and plan. Provide training on the software.</p>	<p>Maximum Points Available: 5</p>

<p>O. Price Proposal (or Fee, or Rate Proposal)</p> <p>Provide fee as specified in Attachment D.</p> <p>Price proposal will be evaluated with lowest overall proposal cost receiving full points, with all other proposals receiving cost evaluation points proportionately fewer than the maximum based upon the difference from the lowest total proposal cost.</p> <p>Can note any specifics to the scoring (e.g. each item will receive a fraction of the total, evaluator scores will be summed and averaged, lowest score/proposer score=% difference=% difference in points)</p> <p>Changes to locked portions of Attachment D may result in Proposal rejection.</p> <p>Detailed costs for services (e.g. hourly rate, estimated expenses and any miscellaneous charges) must be submitted.</p>	<p>Maximum Points Available: 5</p>
<p>Written Evaluation Criteria Total</p>	<p>Total Points Available: 75</p>

3.3.2 Presentation Evaluation Criteria	
Q. Proposed Key Staff and Experience; Staff Capacity, Subcontracting Evaluate longevity and the diversity of key staff experiences in a variety of school models. What roles are subcontractors playing? What is their experience? Will their role be more primary or secondary?	Maximum Points Available: 10
R. Add additional Evaluation Criteria as Necessary Overall methodology, platform, equity stance	Maximum Points Available: 5
S. Add additional Evaluation Criteria as Necessary Implementation plan, Timeline, online product, Deliverables	Maximum Points Available: 5
Interview Evaluation Criteria Total	Total Points Available: 20

3.3.3 Demonstration Evaluation Criteria (Generally Software Specific)	
A. Ease of Use Provide software for testing in a sandbox environment. Provide District direct access to a demonstration site allowing the District to fully test the features and functionality of the system.	Maximum Points Available: 5
B. Functional Specifications	Maximum Points Available:
Written Evaluation Criteria Total	Total Points Available: 5

3.4 Proposal Submission

Electronic Submittal

Submit electronically to procurement@rsd7.net, all required sections of the Proposal must be submitted electronically.

Hardcopy Submittal

No hardcopy submittals will be accepted.

4 Proposal Evaluation and Award

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Proposal Evaluation

The evaluation process of this RFP will be comprised of only a written proposal evaluation or a written proposal tier (Tier 1) and an interview/presentation tier (Tier 2).

An Evaluation Committee, consisting of not less than three individuals, shall evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The District will assign evaluators the Evaluation Committee at its discretion. The District may assign certain evaluators specific Evaluation Criteria, in alignment with the evaluator's expertise.

The District may appoint separate evaluation teams for each tier of the evaluation process.

Proposers will be evaluated using the criteria listed above in Section 3. Award will be made to the best overall Proposer, with the highest averaged score.

The findings of the evaluation committee will be summarized, and the award recommendation will be noted. The Procurement Specialist will notify all Proposers of the award recommendation.

4.2.1 Tier 2: Invitation for Interview

- a) The District may invite all Proposers in the Competitive Range to an interview with the Evaluation Committee.
- b) No additions, deletions or substitutions may be made to proposals during the interview/presentation that cannot be viewed as clarification.

4.2.2 Tier 2: Interview Evaluation

- a) Each evaluator shall independently score and then rank the interview in accordance with the Interview Evaluation Criteria.

4.2.3 Best and Final Offers

- a) At its sole discretion, the District may require Best and Final Offers.
- b) In the event District requires Best and Final Offers, it shall establish a common date and time by which eligible Proposers must submit such Best and Final Offers. The District shall evaluate Proposals as modified by the Best and Final Offer, and on the basis of the Evaluation Criteria.
- c) If a Proposer does not submit a Best and Final Offer or a notice of withdrawal, the Proposer's original proposal shall be construed as its Best and Final Offer.

4.2.4 References

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.3 Notification of Intent to Award

The District shall post its Intent to Award notification on <https://www.reynolds.k12.or.us/rfps>.

4.4 Negotiable Items

4.5 Negotiation

- a) After the District has issued the Notice of Intent to Award, the District will commence serial negotiations with the highest-ranked eligible Proposer.
- b) At any time during negotiations, the District may terminate negotiations with the highest ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the District believes that:
 - i. The eligible Proposer is not negotiating in good faith; or
 - ii. Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of the final Contract in a timely manner.
- c) If the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-ranked eligible Proposer.
- d) The District reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the District.

5 Solicitation Terms and Conditions; Protest of Solicitation or Award

5.1 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP.

5.2 Submitted Materials are District Property

All materials submitted for any portion of a Proposal in response to this RFP, will become the property of the District and will not be returned to proposers.

5.3 Proposal Validity

Proposals will remain valid as irrevocable offers for a period of 90 days following the Proposal submission deadline.

5.4 Solicitation Cancellation, Rejection of a Proposal or All Proposals

The District may cancel the Procurement or reject any or all Proposals in accordance with ORS 279B.100.

The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

5.5 Disputes

In case of any doubt or difference of opinion as to:

- a) The items or service to be furnished under this RFP, or
- b) The interpretation of the provisions of the RFP, the decision of the District will be final and binding upon all parties.

5.6 Publicity

News releases relating to this RFP will not be made without prior approval by, and in coordination with, the District Communications Department.

5.7 Preference for Recycled Materials

The District will give preference for Recycled Materials as set forth in ORS 279A.125 if:

- a) The Recycled Product is available;
- b) The Recycled Product meets applicable standards
- c) The Recycled Product can be substituted for a comparable non-recycled product; and
- d) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5%, or a higher percentage if the District makes such a written determination.

5.8 Performance within state of public printing, binding and stationary work

- a) Except as provided in subsection (b) of this section, all printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the state or any county, city, town, port district, school district, or other political subdivision thereof, will be performed within the state. All requests for proposals and all contracts for such work shall so stipulate.
- b) The work referred to in subsection (a) of this section may be performed outside the state if it is established that:
 - i. The work cannot be performed within the state;
 - ii. The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
 - iii. All proposals for the work, or any part thereof, are excessive and not reasonably competitive.

5.9 Confidentiality

- a) The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)).
- b) The District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:
 - i. The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:
 - a. Such pages will be clearly marked "Confidential" on each page of the confidential document.
 - b. Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the District in a separate envelope or package.
 - c. In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
 - d. Items 5.9 (a) and 5.9(b) will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.

- e. Proposers may not mark an entire Proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as per 5.9 (b) and is determined exempt from Oregon Public Records Law.
- c) Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Multnomah County District Attorney or a court of competent jurisdiction.
- d) Prior to disclosing such information, the District will make reasonable attempts to notify the proposer of the pending disclosure.

5.10 Protests

5.10.1 Protest of Solicitation or Contract Documents

- a) Any Proposer wishing to protest this RFP or any provision, specification or contract term herein, must submit such questions, comments or protests to:
- b) The Procurement Contact listed on the first page of this RFP.
- c) The deadline for submitting such protests no less than 10 days before the RFP closes.

5.10.2 Content of Solicitation Protest

The prospective Proposer's written solicitation protest must include all of the following:

- a) Sufficient information to identify the solicitation that is the subject of the protest;
- b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;
- c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- d) A statement of the desired changes to the Procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.

5.10.3 Protest of Contract Award

- a) Adversely affected Proposers who wish to protest the Competitive Range, proposal rejection as non-responsive, the Intent to Award a contract, may do so providing:
 - i. The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest were successful: and
 - ii. The reason for the protest is:
 - iii. All higher-scored proposals are non-responsive;
 - iv. The District has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
 - v. The District has abused its discretion in rejecting the protestor's Proposal as non-responsive or;
 - vi. The District's evaluation of Proposals or the District's subsequent determination of Award is otherwise in violation of Reynolds School District Public Contracting Rules or the Public Contracting Code.

- vii. All protests must be in writing and physically received by the Procurement Specialist or designee no later than 2:00 PM Pacific Daylight Time on the seventh (7th) calendar day after the posted Notice of Intent to Award. Address protest to the Procurement Contact on the first page of this RFP.
- viii. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- ix. Protests not filed within the time specified in paragraph vii. above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications as provided in 5.10.1 is not grounds for protest.

6 Contract Terms and Conditions

6.1 Contract Award and Term

The contract award and term are as noted under Section 1 of this RFP.

6.2 Reynolds School District Contract

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment A.

The successful proposer will be invited to enter into a contract using the form attached hereto as Attachment A.

Any contract resulting from this RFP shall be based on the RFP documents and in compliance with Reynolds School District Public Contracting Rules and the Public Contracting Code.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

6.3.1 Insurance Certificates

Contractor will promptly provide Certificates of Insurance at the District's request.

6.4 Asbestos Abatement

The Contractor or subcontractor is not required to possess an asbestos abatement license per ORS 468A.710.



**REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: _____

WITNESSETH:

1. The contractor shall provide RSD with the following information:

- a. Company Legal Name _____
- b. Contract Signer Name _____ Contract Signer Email _____
- c. Mailing Address _____
- d. Telephone Number _____
- e. Federal Tax ID No. _____ **Contractor must submit W-9 to RSD's Finance Department*
- f. Business Designation (check one) Individual Sole proprietorship Partnership
 Corporation Community College Other: _____

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:

If exempt from backup withholding (form 1099 reporting), check this box and check your qualifying reason below:

- i. Corporation
- ii. Tax Exempt Charity under 501(a), or IRS
- iii. The United States or any of its agents or instrumentalities
- iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- v. A foreign government or any of its political subdivisions
- vi. District will deduct taxes from pay, which will occur monthly
- f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? Yes No N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes No N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*

3. Contract Term:

This Contract becomes effective on: _____

Unless terminated earlier as provided below, this Contract shall continue through: _____

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: \$ _____
**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: \$ _____ per (period) _____

What is the total estimated compensation? \$ _____

Additional description of pay, if applicable:

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: *(Check all that apply)*

- Exhibit A: Statement of Work
- Exhibit B: Contractor's Proposal
- Exhibit C: Insurance Requirements
- Other (please describe): _____

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$500,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$500,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$500,000. No compensation shall be due or payable to Contractor in excess of \$500,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. **Payment for Medical Care:** This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. **Non-Appropriation; Adequate Funding:** RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per occurrence, \$3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

_____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

_____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.
15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

- 22. Ownership of Work Products.** Contractor agrees that any and all goods or services provided by or developed for RSD are intended as “works made for hire” by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor’s performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
- 23. Work Performed on RSD Property.** Contractor shall comply with the following:
- a. **Identification:** When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
 - b. **Sign-in Required:** As required by schools and other RSD locations, each that day Contractor’s employees are present on RSD property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on RSD property.
 - c. **No Smoking:** All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - d. **No Drugs:** All RSD properties are drug-free zones as enforced by local law enforcement.
 - e. **No Weapons or Firearms:** Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
- 24. Unsupervised Contact with Students.** This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.
- 25. Confidentiality; FERPA Redisdisclosure.** Family Education Rights and Privacy Act (“FERPA”) prohibits the redisdisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisdisclosure of confidential student information must be in compliance with the redisdisclosure laws of FERPA. Contractor is not to redisdisclose information without prior written notification to and written permission of RSD.

- 26. Security.** Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
- 27. Employee Removal.** At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
- 28. Remedies.** In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 29. Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
- 30. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 31. Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 32. Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 33. Notices.** All notices or demands of any kind required or desired to be given by RSD or Contractor 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 addresses herein.
- 34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.**
- 35. Standards.** Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
- 36. Performance.** Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.
- 37. Payment of Invoices.** Unless otherwise provided in Exhibit 1, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the District, whichever is earlier.
- a. Invoices should be emailed to AP@rsd7.net
 - b. Invoices should have listed: PO Number, RSD Contract #, Dates of Service Performed, Brief Description of Work.

(Sign on following page)

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

Contractor

Signature of Superintendent or Authorized Signer

Signature of Contractor

Printed Name

Contractor Name

Title

Contractor Title

Date Signed

Date Signed

Review required for final authorization

Signature of Program Director

Date Signed

Signature of Site Manager

Date Signed

- Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)
- Board approval required if estimated charges exceed \$500,000 Board approval date: _____
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Reynolds School District #7

Contractor

Signature of Superintendent or Authorized Signer

Signature of Contractor

Printed Name

Contractor Name

Title

Contractor Title

Date Signed

Date Signed

Attachment B Proposer Certifications

NOTE TO PROPOSER: Each proposal must include a copy of a signed original of this attachment that has been signed by an authorized representative of proposer.

Proposals that do not include a scanned signed copy of this attachment will be rejected as nonresponsive.

Proposer represents that each of the following statements is accurate at the time the proposer submits its proposal. Proposer warrants that each of the following statements will remain accurate for a period of 120 days following submission of proposer's proposal and, if proposer's proposal is accepted, each statement will remain accurate throughout the term of any contract between proposer and the Reynolds School District.

1. The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.
2. Proposer has not colluded or consulted with any other proposer or potential proposer in the preparation and submission of this proposal.
3. Proposer agrees to be bound by the terms and pricing of its proposal, including all attachments to it.
4. The person signing this certification is authorized by proposer to act on behalf of and to make the representations in this certification on behalf of the proposer.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has proposer or will proposer discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200,055.
6. Proposer has read and understands all instructions, specifications, and terms and conditions contained in the RFP and any addenda to it, and the Reynolds School District is not liable for any claims or subject to any defenses asserted by proposer based upon, resulting from, or related to, proposer's failure to comprehend all requirements of the RFP.
7. If the Reynolds School District awards a contract to proposer, proposer will diligently perform the contract according to its terms.
8. Each of the foregoing representations is accurate and is incorporated into any contract between the Reynolds School District and the proposer for the delivery of the services.

Proposer Name: _____

By: _____

Title: _____

Date: _____



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM
REFERENCES
RFP: READING PROGRAM

Company: _____

Our company has provided services/products of a similar nature to the following organizations:

1 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

2 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

3 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM
PRICE PROPOSAL
RFP: READING PROGRAM

Total Estimated Cost: _____
Project Management: _____
Subcontractors: _____
Software: _____
Software Technology Support: _____
Other: Please itemize on an additional page

Proposer Signature:

Signature Title

Company Date

Street Address City/State/Zip

Phone Fax

Email address

Oregon State Unified Business Identifier Number (UBI) _____

Resident or Non-Resident Proposer under ORS 279A.120: _____

Federal Tax Identification Number _____

Vendor's financial terms _____

The District reserves the right to waive proposal informalities and irregularities, and award to proposer deemed in the best interests of the District.



August 7, 2023

RFP: Reading Program

#1

REQUEST FOR PROPOSAL

READING PROGRAM

REYNOLDS SCHOOL DISTRICT #7

The RFP for the above referenced project and the work covered are modified as follows, and except as set forth herein, otherwise remain unchanged and in full effect. This addendum is part of the RFP solicitation Documents for the above-named project and modifies the original RFP Documents posted July 28, 2023.

Item #1 Questions and Answers:

1. What reading program/s is the District currently implementing?

The District has HMH Into Literature and Into Reading. The District also uses Lexia Power Up and Core5 for reading, Lexia English, and Lexia LETRS.

2. Through this RFP, does the district intend to select a new reading program from the state approved list of ELA programs ([https://www.oregon.gov/ode/educator-resources/teachingcontent/instructional-materials/Documents/ELA%20Category%201-4%20\(Grades%20K-12\).xlsx](https://www.oregon.gov/ode/educator-resources/teachingcontent/instructional-materials/Documents/ELA%20Category%201-4%20(Grades%20K-12).xlsx))?

No, the District is selecting an additional reading program to replace Lexia Core5, Powerup, Lexia English, and Lexia LETRS.

3. Is the District looking for a comprehensive reading/ELA program; can you provide additional specifications for the desired reading program beyond it being "science of reading" based?

No, the District is looking for an additional reading program that will compliment HMH Into Reading, and replace Lexia Power Up and Core5 for reading, Lexia English, and Lexia LETRS and will be aligned with the science of reading.

4. Would the district consider a foundational skills program (phonemic awareness, phonological awareness, phonics, word study, e.g.) to supplement the selected reading program? If so, would the district consider a program with print-based student resources (and a robust online teacher-facing professional learning resource)?

The District is looking for an Electronic based reading curriculum that will replace Lexia Power Up and Core5 for reading, Lexia English, and Lexia LETRS.

5. Is RSD seeking a student-facing, supplemental curriculum solution with appropriate professional development for your educators? Or is RSD seeking tools and training for educators with, potentially, software or other educator-supporting tools?

The District is seeking both Student-facing supplemental reading curriculum as well as training and tools on LETRS for our educators.

6. If student facing, how many students per grade would be in scope?

The District currently has about four thousand Elementary students and about two thousand middle school students.

7. How many educators are in scope?

The District has about 400 educators in the scope of the LETRS work.

8. Does RSD have a current solution for the desired scope of work?

The District currently uses Lexia English, Lexia Core5, Lexia PowerUp and Lexia LETRS.

9. What is the budget for this project for the 2023-2024 school year?

The District is open to proposals.

10. District Demographic

- a. What is the specific target program being sought, such as special education, intervention, or for all classes?

For all students.

- b. Additionally, are you seeking a core reading program or a supplemental one?

Supplemental

- c. Are all district schools, including charter schools, included in this program?

The program does not include charter schools.

11. Targeted Grades

- a. What grade bands are the target for this reading program?

K-5 and 6-8 with about 125 at the high school.

- b. Could you please provide the student count, teacher count, and support teacher count for each grade that will require the reading program?

Teacher count is roughly 200 for elementary and roughly 75 for secondary. The District has roughly 5,000-6,000 elementary students and about 3,200 students.

12. Software Component

- a. What are the specific software requirements for District?

The software must be accessible on the web or must integrate through Clever.

- b. Which Learning Management System (LMS) is currently being used by the District?

Clever

- c. We integrate with Google Classroom, Google SSO, and Clever SSO. Will these integrations meet the district's requirements?

Yes

13. Sample Materials

- a. Is the district requesting samples of the products being submitted?

No

- b. If so, would one sample of each product, including access to digital curriculum components, be sufficient?

Yes

14. Certified Business Participation Strategy

- a. All our personnel are trained and certified on the training and implementation strategies of our product, and as a sole-source provider there are few organizations certified in training on our program.

- i. Does the District have a Certified Business Participation waiver or due-diligence form that is used when there are few organizations certified in training on our product?

No

- ii. In the evaluation process, is there a rating assigned to respondents when there is no applicable strategy considering the nature of our offering and the content of the request for proposal?

Yes

15. Does this RFP cover all grades (K-12)?

This RFP covers grade levels K-8 only.

16. If this covers all grades (K-12) is pre-K included?

No Pre-K.

17. Would the District consider partial grade bands such as K-5, 6-8, etc.?

The District will need to have the product work for K-8. The District will not consider only K-5 or only 6-8.

18. Due to the tight turnaround time of this request, will the District accept completion of Attachment C and waive the Letters of Recommendation requirement?

Yes, the Letters of Recommendation requirement may be waived.

19. Page 11 of the RFP states the following:

J. Technical Specifications (Software specific)

See attached Functional and Technical Specifications Checklist (Attachment XX)

Attachment XX is not part of the RFP document; please let us know where the Functional and Technical Specifications Checklist (Attachment XX) can be found.

This section was included in error. Please disregard. The total amount of points in the evaluation criteria will be 70 points instead of 75.

20. After reviewing the RFP, specifically the Scope of Work and Written Evaluation Criteria, I am wondering if you could please elaborate on the role you expect software to play in work?

Software will play a huge role in the delivery of the instruction that's needed including both teachers and students. The learning for teachers will need to be delivered virtually and online. The learning for students will need to be web based and show mastery of skills before moving through levels.

End of Addendum #1

Lexia™

a **cambium** company

Reynolds School District RFP Reading Program

August 10, 2023

Reynolds School District
 1204 NE 201st Avenue
 Fairview, OR 97024

RE: RFP Reading Program

Dear Sir/Madam,

Lexia Learning Systems, LLC is pleased to respond to the RFP for a Reading Program. Lexia understands that the district is seeking proposals from qualified companies/consultants with expertise in providing evidence-based instructional content for students, professional development for educators and tools for implementation.

Lexia's mission is to improve student literacy using research-proven, technology-based programs. In response to the RFP specifications, Lexia recommends the following scientifically validated and research-proven programs:



Lexia® Core5® Reading, Grades PreK-5, supports educators in providing differentiated literacy instruction for students of all abilities. The program provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skills gaps as they emerge, and providing teachers with the data and student-specific resources they need for individual or small-group instruction.



Lexia® PowerUp Literacy®, Grades 6+, addresses gaps in fundamental literacy skills while helping students build the higher-order skills they need to comprehend, analyze, evaluate, and compare increasingly complex literary and informational texts. Blending online student-driven explicit instruction with offline teacher-delivered lessons and activities, PowerUp empowers secondary teachers to deliver the exact instruction each student needs to become a proficient reader.



Lexia® English Language Development™, Grades K-6, is an adaptive blended learning speaking and listening program that supports students' English language development through academic conversations. The software integrates speaking, listening, and grammar, while emphasizing the language of content in Math, Science, Social Studies, General Knowledge, and Biographies.



Lexia LETRS® (Language Essentials for Teachers of Reading and Spelling) Suite consists of professional courses to help educators master the content and principles of effective reading, language, and literacy instruction. **Lexia LETRS® (referred to as LETRS for Educators)** is a course of study for educators who teach and improve PreK–5 instruction in reading, writing, and spelling. **Lexia LETRS® for Administrators** guides administrators and instructional leaders to create adaptable and suitable literacy initiatives using systems thinking and implementation science.



Lexia Aspire™ Professional Learning is a flexible, self-paced, digital solution, grounded in the Science of Reading, to empower educators to accelerate student literacy skills in Grades 6-8. Aspire offers interactive, modular, bite-sized content that has practical application- to-classroom instruction with a flexible design that allows for implementation pathways that effectively meet educator needs. Aspire includes differentiated content to personalize learning with the ability for educators and leaders to quickly view progress and visualize the program's impact using Aspire's data dashboards.

If you require further information or clarification of any elements of this proposal, please contact Carol K. Keller, Director, Proposals & Funding, at 978-254-6320 or at bidteam@lexialearning.com.

Sincerely,

Nick Gaehde
 President
 Lexia Learning Systems LLC



Lexia Learning Systems, LLC

Statement of Exceptions and Clarifications to: Reynolds School District #7 Request for Proposals Reading Program

Lexia Learning Systems, LLC (“Lexia”) hereby provides its Statement of Exceptions and Clarifications (“Statement”) to the above titled request for proposal (the “RFP”) of Reynolds School District #7 (the “District”), under which Lexia will be an authorized vendor to provide its Lexia® online hosted literacy subscription products and ancillary and supplemental materials and services, as identified in its RFP proposal (each, the “Product”) to the District. This Statement clarifies and supplements Lexia’s response to the RFP (“Proposal”), as well as any resulting contract between the District and Lexia.

Additional exceptions and clarifications to the District’s RFP documentation including **Reynolds School District #7 Standard Terms and Conditions** are identified as clarification comments in the following table:

Page	Section	Exception/Clarification
24 of 30	22.	The District acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which LEXIA offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of LEXIA and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by LEXIA in the license terms for the Services are reserved. The parties acknowledge that elements of the LEXIA Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101,



Lexia Learning Systems, LLC

		<p>and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by LEXIA of any newly created intellectual property or “Works Made for Hire” (“New Work Product Deliverable”) to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a LEXIA quote or a statement of work signed by a VP or above level representative of LEXIA, on an individual case basis prior to creation.</p>
<p>28 of 30</p>	<p>1.</p>	<p>The terms in the aforementioned section are modified to reflect the following:</p> <p>The LEXIA products and services are commercially available SaaS-based professional development subscriptions and ancillary services and materials, and are offered to all LEXIA school, district and educational entity customers nationwide in a multi-tenant, shared database architecture, where individualized customer-dedicated or customized infrastructure or processing is not part of the products and services offering. With very limited exceptions, LEXIA services to any individual school, district or educational entity customer do not include any individual customer-dedicated and/or assigned LEXIA personnel staffing or other resources, including but not limited to support and internal and/or contracted trainers, etc. All LEXIA customer accounts are supported through LEXIA shared services teams. No specific LEXIA personnel or other resources are anticipated or intended to be dedicated or assigned solely or specifically to the District’s account under this Agreement.</p>

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Attachment B Proposer Certifications

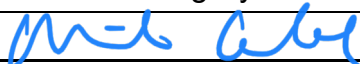
NOTE TO PROPOSER: Each proposal must include a copy of a signed original of this attachment that has been signed by an authorized representative of proposer.

Proposals that do not include a scanned signed copy of this attachment will be rejected as nonresponsive.

Proposer represents that each of the following statements is accurate at the time the proposer submits its proposal. Proposer warrants that each of the following statements will remain accurate for a period of 120 days following submission of proposer's proposal and, if proposer's proposal is accepted, each statement will remain accurate throughout the term of any contract between proposer and the Reynolds School District.

1. The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.
2. Proposer has not colluded or consulted with any other proposer or potential proposer in the preparation and submission of this proposal.
3. Proposer agrees to be bound by the terms and pricing of its proposal, including all attachments to it.
4. The person signing this certification is authorized by proposer to act on behalf of and to make the representations in this certification on behalf of the proposer.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has proposer or will proposer discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200,055.
6. Proposer has read and understands all instructions, specifications, and terms and conditions contained in the RFP and any addenda to it, and the Reynolds School District is not liable for any claims or subject to any defenses asserted by proposer based upon, resulting from, or related to, proposer's failure to comprehend all requirements of the RFP.
7. If the Reynolds School District awards a contract to proposer, proposer will diligently perform the contract according to its terms.
8. Each of the foregoing representations is accurate and is incorporated into any contract between the Reynolds School District and the proposer for the delivery of the services.

Proposer Name: Lexia Learning Systems LLC

By:  Nick Gaehde

Title: President

Date: August 7, 2023

Evaluation Criteria

3.3.1 WRITTEN EVALUATION CRITERIA

A. Qualifications

Proposer must currently hold a license(s) to work in the State of Oregon. Include a copy of the license and/or certifications in proposal. Proposer must currently hold the following certifications(s). Include a copy of the certifications(s) in proposal.

Please see Lexia's registration to do business with the State of Oregon on the following pages.



Oregon

Kate Brown, Governor

July 1, 2022

875 Union Street NE - Salem, Oregon 97311
Phone: (503) 947-1394, TTY-TDD 711
www.Employment.Oregon.gov

IN REPLY
REFER TO::CORR
BIN: 1483650-0



CAMBIUM EDUCATION INC
CAMBIUM EDUCATION
TALX UCM SERVICES INC DBA UCEXPRESS
PO BOX 283
ST LOUIS MO 63166 0283

Dear Employer,

We have received information that LEXIA LEARNING SYSTEMS INC, BIN 1485375-9 transferred all or part of their employing enterprise to you, CAMBIUM EDUCATION INC, BIN 1483650-0 on January 1, 2022.

Please complete and return the enclosed Supplemental Registration Report and return as soon as possible. This confirms you have acquired LEXIA LEARNING SYSTEMS INC, BIN 1485375-9. This information will be used to update our records to show the ownership change(s).

If you have any questions please contact us at the number listed below.

UI Tax Examiner, Determination Unit
Phone: (503) 947-1488
Fax: (503) 947-1700

Enclosure



SUPPLEMENTAL REGISTRATION

Business Identification No. (BIN)
1483650-0

Business Name: CAMBIUM EDUCATION INC/ LEXIA VOYAGER SOPRIS INC		Telephone Number: 214-932-9500
Mailing Address: TALX UCM SERVICES INC DBA UCXPRESS PO BOX 283		
City: ST LOUIS	State: MO	Zip: 63166 0283

UPDATED INFORMATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, ETC.

Name (give full name)	Social Security Number	Home Address & Phone Number	Title
BARBARA BENSON	463-73- 0963	1104 NAVAHO TRAIL RICHARDSON, TX 75080	CFO
SEAN KLEIN	100-70- 1314	19005 OLD BALTIMORE ROAD BROOKEVILLE, MD 20833	GENERAL COUNSEL

Did you acquire an ongoing business? Yes No

Did you acquire all business operations of a previous owner? Yes No
If no, please submit a written explanation (using the back of this form or attach an additional sheet).

Did you acquire or hire any of the previous owner's employees? Yes No
If "Yes" how many employees did you hire or acquire? ALL (4)

Business Name and Address of Acquired Business: LEXIA LEARNING SYSTEMS INC LLC	Business Identification No. (Bin) 1485375-9
17855 DALLAS PARKWAY, SUITE 400, DALLAS, TX 75287	Date of Acquisition: January 1, 2022
Bank information/Accounting/Bookkeeper	Business Phone Number: 214-932-9500

I certify the above statements to be true and correct. I authorize the Employment Department to verify any of the above information with regard to this business. I will notify the agency if there are any changes to the above business.

Signature of Acquiring Owner <i>Jasmine Jones</i>	Date 9/23/22
--	-----------------



Oregon

EMPLOYMENT DEPARTMENT

SUPPLEMENTAL REGISTRATION

FOR AGENCY USE ONLY

Business Identification No. (BIN) 1483650-0
--

Business Name: LEXIA VOYAGER SOPRIS INC (fka CAMBIUM EDUCATION INC)		Telephone Number: 214-932-9500
Mailing Address: 17855 DALLAS PARKWAY, SUITE 400		
City: DALLAS	State: TX	Zip: 75287

UPDATED INFORMATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, ETC.

Name (give full name)	Social Security Number	Home Address & Phone Number	Title
BARBARA BENSON	463-73- 0963	1104 NAVAHO TRAIL RICHARDSON, TX 75080	CFO
SEAN KLEIN	100-70- 1314	19005 OLD BALTIMORE ROAD BROOKEVILLE, MD 20833	GENERAL COUNSEL


Did you acquire an ongoing business? Yes No

Did you acquire all business operations of a previous owner? Yes No

If no, please submit a written explanation (use back or attached additional sheet).

Business Name and Address of Acquired Business: LEXIA LEARNING SYSTEMS, LLC	Business Identification No. (Bin) 1485375-9
17855 DALLAS PARKWAY, SUITE 400, DALLAS, TX 75287	Date of Acquisition 01/01/2022
Bank information/Accounting/Bookkeeper	Business Phone Number: 214-932-9500

I certify the above statements to be true and correct. I authorize the Employment Department to verify any of the above information with regard to this business. I will notify the agency if there is a change of cancellation of the above business.

Signature 	Date 9/23/22	Signature	Date
--	-----------------	-----------	------

SIGN HERE For Agency Use Only

Consolidation of two established accounts effective				
History				
Letter to Employer	Report Forms to be Sent	Reports to Transfer	By:	Date:

Mail To: Employment Department; Tax Section
875 Union Street, NE; Salem, OR 97311

An ideal proposal will demonstrate: The successful company/consultant will provide all services, supplies, resources and personnel necessary to perform the work defined in this RFP. Qualified companies/consultants with expertise in providing research-based professional development for educators and tools for literacy instruction for students.



Lexia Learning Systems LLC, a Cambium Learning[®] Company, was founded in 1984 with private funding and grants obtained from the **National Institute of Child Health and Human Development**. Lexia's corporate mission is to change people's lives through the power of language and literacy education.

Lexia's ongoing commitment to peer-reviewed efficacy research and gold-standard outcome studies is at the center of the company's pedagogical approach. **Lexia[®] Core5[®] Reading** (2012), the company's award-winning, flagship product, has set the standard for technology-based reading instruction by providing explicit, systematic, personalized learning on fundamental literacy skills for students of all abilities in grades PreK-5. As part of Lexia's ongoing fidelity to English Language Arts instruction, **Lexia[®] PowerUp Literacy[®]** for grades 6+ was included in the company's product offerings in 2018. **Lexia[®] English Language Development[™]** and the **Lexia LETRS[®] Suite** were added to the company's portfolio when Lexia became a Cambium Learning company in 2020. Most recently, the company launched **Lexia Aspire[®]** in September of 2022.

Lexia products focus on literacy in four ways:

- **Core5 Reading** for Grades Pre-K-5 and **Powerup Literacy** for Grades 6+, improve student literacy by leveraging technology to personalize learning and simplifying data to drive instruction.
- **Lexia English** includes Speech Recognition Technology in an engaging individualized program and provides actionable data to improve Emergent Bilingual student achievement.
- **LETRS Suite** of professional development courses designed to enhance literacy instruction in the classroom for early childhood and elementary educators, and administrators.
- **Aspire** is a flexible, self-paced, digital solution, grounded in the Science of Reading, to empower educators to accelerate student literacy skills in Grades 6-8.

🔍 For more about Lexia's products, please visit: www.lexialearning.com/products/

Since the inception of the company, the **Lexia Research and Development Group** has been creating innovative, research-proven reading software for students of all abilities. As a result of the success of the programs, numerous external organizations have reviewed and recognized Lexia's programs for excellence, including:

- **Evidence for ESSA (ESSA)**
- **Council of Administrators of Special Education (CASE)**, an international professional educational organization affiliated with the Council for Exceptional Children (CEC).
- **National Center of Intensive Intervention (NCII)**, an independent review organization based at the American Institutes for Research
- **WIDA**, supporting the education of language learners, Wisconsin Center for Education Research at the School of Educational Research, University of Wisconsin-Madison
- **LEAP Innovations™**, based in Chicago
- **Florida Center for Reading Research (FCRR)**, a multidisciplinary research center, housed in the Florida State University



Lexia works directly with schools and districts to determine best practices for implementing Lexia's programs to ensure student success. Lexia employs a Quality Management System of formalized processes, procedures, and responsibilities to consistently meet customer requirements. While District and School Success Partnerships can be purchased independent of each other, the combination of intentional district leadership, change management planning, and direct school leader and educator support increases the likelihood of implementation success leading to literacy for all students.

B. Organizational Structure, Proposed Partnerships and Subcontracting

An ideal proposal will demonstrate: The successful company/consultant will demonstrate the ability to maintain adequate staffing and licensing, to perform the work defined in the RFP. The proposal will entail an organizational chart, resumes of key staff.

Lexia has a dedicated history to demonstrating the ability to maintain adequate staffing and licensing. Lexia was incorporated as a Massachusetts "C" Corporation on December 4, 1984. On December 30, 2013, Lexia was acquired by Rosetta Stone and was converted to a Delaware LLC with a "C" designation. In October 2020, Cambium Learning Group, Inc., a leading provider of digital education solutions and professional learning services and a portfolio company of Veritas Capital, acquired Lexia Learning Systems LLC. Lexia's headquarters is in Concord, Massachusetts, with over 500 representatives worldwide.

Lexia’s Research and Development Group creates innovative, research-proven reading software and works with schools and districts to determine best practices for implementing Lexia programs to ensure success. Lexia employs a Quality Management System of formalized processes, procedures, and responsibilities to consistently meet customer requirements.

Lexia’s breadth and depth of structured literacy expertise helps create exceptional outcomes for teachers and students across the country. The most valuable way to gain an understanding of the effectiveness of Lexia’s programs is from educators around the country who have had success with Lexia’s programs. The Lexia website provides numerous stories from schools and districts that deliver insights into how Lexia’s programs benefit struggling, on-level, and advanced students. In addition, Lexia has received praise for its implementation techniques.

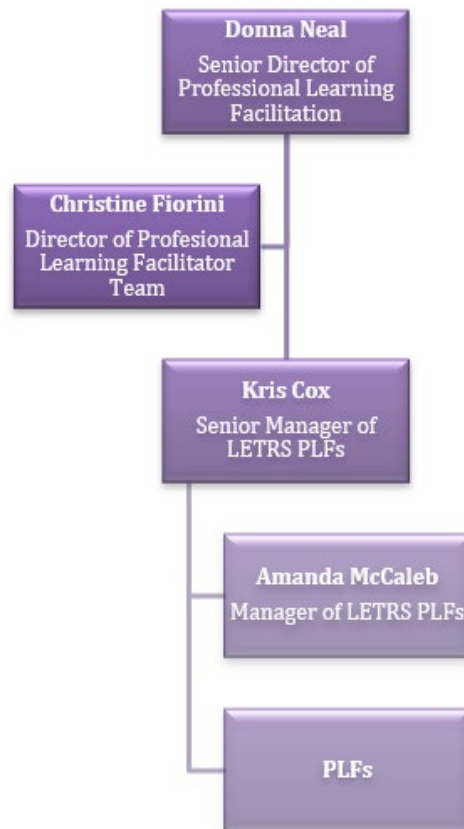
🔍 Explore Lexia’s success stories by reviewing [Lexia’s Case Studies](#)

🔍 Please see sections E and for key staff resumes.

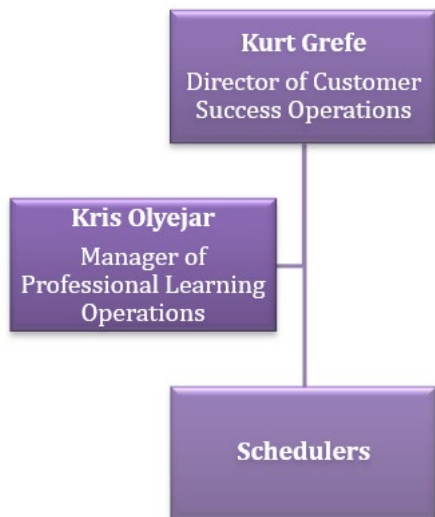
Curriculum Products Personnel Organizational Chart



Professional Learning Organizational Chart Internal Learning



**LETRS Customer
Success Operations
Organizational Chart**



**LETRS Customer
Success Management
Organizational Chart**



C. Financial History and Capacity

An ideal proposal will demonstrate: The successful company/consultant will demonstrate the ability to maintain adequate funding and financial capacity to perform the work defined in the RFP.

As a demonstration of Lexia’s firm’s financial health, Lexia provides the following Audited Consolidated Financial Statements:

- [Cambium Learning 2020 Financial Statement](#)
- [Cambium Learning 2021 Financial Statement](#)
- [Cambium Learning 2022 Financial Statement](#)

Please note that these documents include consolidated Cambium Intermediate Holdings LLC financial statements, which include Voyager Sopris Learning, Inc.; Lexia Learning Systems, LLC; Kurzweil Education, Inc.; LAZEL, Inc. (which includes Learning A-Z, LLC and ExploreLearning, LLC), Cambium Assessment, Inc.; and VKidz Holding Corp. (which includes Time4Learning, Inc.). The acquisition of Cambium Assessment, Inc. closed on 12/31/2019 and the acquisition of Lexia Learning Systems, LLC closed on October 15, 2020, with the results of operations of the two acquired businesses included in the financial statements beginning when they were acquired.

D. Certified Business Participation Strategy

Subcontracting: Please provide your firm's comprehensive plan to recruit Certified Business subconsultants to participate in the performance of this contract. Have you already engaged Certified Businesses as a part of the project team?

Not applicable. Lexia does not subcontract work.

An ideal proposal will demonstrate:• Proposer is a Certified Business; and/or Proposer has a comprehensive plan to recruit and partner with Certified Businesses and has already engaged Certified Businesses as a part of the project team.

Confirmed. Please see Lexia’s registration to do business within the State of Oregon on page 8.

E. Experience

Describe 5 projects of similar scope and size, which proposing firm has completed on time, on budget and to a high-quality standard. Provide the project start and end dates, client and cost.

SIMILAR PROJECT 1: Atlanta Public Schools, Fall 2014-Ongoing

APS ESOL implemented a unique state-approved, innovative blended model to better meet the needs of its Emergent Bilinguals (EBs). Over 40% of the district's EBs were provided with direct support from itinerant ESOL teachers. The innovative blended model allowed these ESOL teachers to provide additional support through Core5 Reading and PowerUp Literacy (formerly known as Lexia Strategies). Face-to-face time combined with time on the Lexia programs allowed EBs to independently make progress and enabled teachers to utilize targeted instructional time. Dr. McKenzie and team have presented this model several times, including at the 2016 GA TESOL conference and KSU ESOL 2017. Literacy and language growth among APS EBs have been noted as garnering attention from district leaders eager to learn more about the success Dr. McKenzie's team is having with Lexia with their EBs.

SIMILAR PROJECT 2: Chandler Unified School District, 2015-Ongoing

The district has implementations for Core5 Reading, PowerUp Literacy, Lexia English, LETRS for Educators, Lexia Academy, and Lexia Customer Success Services (in-person or virtual) for General Education Students, ESL/ESOL/ELL/LEP students, Economically Disadvantaged students PreK-2, Grades 3 - 5, and Grades 6 - 8. Chandler provides unlimited licenses to all Title I schools and includes. They are provided support partnerships to enhance the fidelity of implementation and student outcomes. Lexia English is used across all schools to support students who are not proficient in English according to the statewide English proficiency assessment.

SIMILAR PROJECT 3: Salt Lake City School District, Fall 2016 - Ongoing

The district's usage and training has varied and has included support for General Education Students, Special Education Students, "At Risk" or 504 students, ESL/ESOL/EB/LEP students, "Advanced/Honor" students, Dyslexic students, Alternative Education setting students, and Economically Disadvantaged students. Core5 Reading is employed across all elementary schools for universal student use. PowerUp Literacy is utilized at the secondary level, though its implementation varies. Lexia English is applied specifically for Level 1-2 language learners in elementary education. The district has initiated training for K-3 and special education teachers in LETRS for Educators, and some 4-6 teachers and administrators have also undergone training. Additionally, all elementary administrators are engaged participants in LETRS for Administrators.

SIMILAR PROJECT 4: North Thurston Public Schools, Summer 2015 - Ongoing

NTPS operates as a suburban district and utilizes both Core5 Reading and PowerUp Literacy, with Core5 Reading being integrated into elementary classrooms as a special education intervention for grades K - 5.

SIMILAR PROJECT 5: New York City Public Schools, Fall 2019/Ongoing

The Universal Literacy Initiative in NYCPS has used the LETRS Suite as its professional learning curriculum for almost 500 early literacy reading coaches since September 2019. These coaches use both the print participant books and the online course, while also participating in LETRS faculty-led professional development sessions. Additionally, the initiative has hosted multiple LETRS for Administrators sessions for school and district leaders since February 2020. Participants in both programs have voiced the significant value of the learning experience, resulting in tangible improvements in their areas of focus.

Provide the team proposed to perform the work and each member's relevant experience and resume.

The following Customer Success employees will work with the district on Core5 Reading, PowerUp Literacy, Lexia English, and Aspire implementations:

- [Kathleen End](#), Director of Success Management - West/Central, oversees and provides direction to a team of Regional Success Managers
- [Diane Stromberg](#), Regional Success Manager, supports strategic district implementations in throughout the mountain west region
- [Lisa Potter](#), Customer Success Manager, partners with school and district education teams to implement Core5 Reading, PowerUp Literacy, and Lexia English

The following Customer Success employees have primary responsibility for executing upon all LETRS aspects of services delivered post-sale:

- [Donna Neel](#), Senior Director of Professional Learning Facilitation, is responsible for all aspects of PLF recruitment, readiness, and quality.
- [Kurt Grefe](#), Director of Operations, is responsible for licensing and reporting.
- [Christine Fiorini](#), Director of Professional Learning Facilitator Team, is responsible for managing the PLF teams.
- [Kris Cox](#), Senior Manager of LETRS PLFs, is responsible for PLF recruitment and quality of services delivered.
- [Kris Olyejar](#), Manager of Professional Learning Operations is responsible for fulfilling requests for LETRS PLFs.

If subcontracting a portion of the work: Describe 3 projects of similar scope subcontractor completed on time, on budget and to a high-quality standard, including project start and end dates, clients and cost. Provide for all subcontractors.

Not applicable. Lexia does not subcontract work.

An ideal proposal will demonstrate: Proposer must have experience and a proven track record with school districts of similar, or larger, size. Proposer must have experience and a proven track record with contracting with diverse, suburban or urban public school districts. Documented evidence that supports the impact of the Science of Reading within those districts aligned to educator and student outcomes.

Since 1984, Lexia has been creating innovative, research-proven reading software and working with schools and districts to determine best practices for implementing Lexia programs to ensure success. Currently, over 6 million students in over 26,000 schools in hundreds of varied school districts across the country use 's curriculum programs.

Lexia has delivered LETRS to over 100,000 educators in more than 30 states, and over 2,500 school districts. LETRS is the only professional learning program that gives reading teachers and coaches a deep, structural knowledge of the English language—knowledge proven to be at the heart of successful literacy instruction. LETRS is used by many states and school districts across the country as the foundation and model for the professional development of classroom teachers, reading coaches, and literacy specialists. In addition, Aspire is used by almost 800 educators monthly, with 1,800 total current licenses being used monthly.

 For more detailed information, including the success of all Lexia programs, please view:

- [2022-23 myLexia[®] Educator Annual Report Card](#)
- [2022-23 Core5 Reading US Annual Report Card](#)
- [2022-23 PowerUp Literacy US Annual Report Card](#)
- [2022-23 Lexia English US Annual Report Card](#)
- [2022-23 LETRS Annual Report Card](#)

Lexia's Research and Development Group continues to create innovative, research-proven reading software and works with schools and districts to determine best practices for implementing Lexia's programs to ensure student success.

Lexia's curriculum and professional learning programs set the industry standard when it comes to efficacy and have been proven successful in the following:

Students in K-12 acquiring reading and literacy skills

- **Core5 Reading** is research-proven to have a greater impact on reading performance than alternate forms of instruction for students in K-5. [Effect sizes for efficacy studies of Core5 Reading range from 0.06 to 0.53.](#)
- **PowerUp Literacy** is research-proven to promote key foundational literacy skills for struggling students in Grades 6-12. Using PowerUp Literacy has a greater impact on student performance than alternative forms of intervention or supplemental instruction. [Effect sizes for efficacy studies of PowerUp Literacy range from 0.36 to 0.69.](#)

Students in K-12 acquiring English language skills

- Emergent Bilinguals who use **Lexia English** outperform non-users on assessments of English language proficiency. Lexia English users make significant gains in oral language (speaking) and English language literacy skills. Effect sizes for efficacy studies of Lexia English range from 0.20 to 0.40.

Students in K-12 specialized education programs

- Positive results of using **Core5 Reading** and **PowerUp Literacy** have been demonstrated for students receiving special education services. In a study rated “Strong” by Evidence for ESSA, students with disabilities who used Core5 Reading were 2x more likely to earn Proficient scores on NWEA MAP than control students. Students with disabilities who used PowerUp Literacy achieved mastery in targeted skill areas and successfully transferred these skills to read unfamiliar words.

Students in K-12 urban and rural school settings

- The efficacy of Lexia programs has been demonstrated in large-scale studies across urban and rural school settings.

Students in K-12 from low-income populations

- Positive results of using Lexia programs have been demonstrated for all students, including those from various socioeconomic backgrounds.

State-wide adoptions

- The impact of Lexia’s curriculum and professional learning programs has been demonstrated in a variety of settings and implementation formats.

At-risk students in Tier II and III intervention settings in K-12

- Elementary-aged students identified as at-risk for reading difficulties who were randomly assigned to use **Core5 Reading** made significantly greater gains than control students on tests of foundational reading skills.
- In a study rated “Strong” by Evidence for ESSA, struggling readers (identified as needing Tier II or Tier III support) who used **PowerUp Literacy** outperformed control students on STAR Reading by about 10 percentile points.

 For more information, please visit <https://www.lexialearning.com/resources/>

The Impact of the Science of Reading

Core5 Reading

During the 2022-23 school year, 47,300 PreK-5 students across 248 schools in the state of Oregon used Core5 Reading. Students of all ability levels made substantial progress in Core5 Reading across the school year, with students who used the online components of the program with fidelity showing impressive gains.

Students using Core5 Reading receive weekly usage targets ranging from 20 to 80 minutes per week. These targets update monthly based on the likelihood of reaching end-of-year, grade-level benchmark in Core5 Reading. Because the program is designed for consistent use across the school year, usage fidelity is also based on how many weeks a student uses Core5 Reading. Students are considered to have used the online portion of Core5 Reading with fidelity if they used the program for at least 20 weeks, met their weekly usage targets for 50% or more of those weeks, and started using the program before the end of the 2022 calendar year (e.g., during the first semester of the 2022-23 school year).

Among Oregon students who used Core5 Reading with fidelity during the 2022-23 school year:

- The percentage of students working on material in or above their current grade level nearly doubled (increased from 49% to 86%).
- A substantial number of students (54%) reached their grade-level benchmark in Core5 Reading by the end of the school year. Reaching grade-level benchmark in Core5 Reading has been shown to strongly correlate with proficient performance on a variety of literacy assessments.
- The percentage of students working below grade level reduced from 51% at the beginning of the year to 14% at the end of the year. These students greatly reduced their risk for reading failure by ending the school year working on skills in or above their grade level in Core5 Reading.

PowerUp Literacy

During the 2022-23 school year, a total of 11,073 students in the state of Oregon used PowerUp Literacy. When students began PowerUp Literacy, they completed an auto placement assessment that placed them into an appropriate starting level within each program Strand (Word Study, Grammar, Comprehension). Each Strand is broken into three Instructional Zones that correspond to the grade-level skills and content covered. The Foundational (K-2 grade-level skills) and Intermediate (3-5 grade-level skills) Zones provide the practice necessary to build automaticity of essential literacy skills. The content and instruction in the Advanced Zone (6-8+ grade-level skills) represent what on-grade-level, proficient adolescent readers should be able to know and do. Moving up a Zone and ultimately reaching the Advanced Zone indicates substantial progress in PowerUp Literacy. Students who end the school year working in or above Advanced Zone content are more likely to achieve proficiency on end-of-year assessments.

At the start of the 2022-23 school year, 68% of all PowerUp Literacy student users in Oregon were working on Foundational Zone skills in at least one program Strand. By the end of the school year, the percentage of students working on Foundational Zone skills in any Strand decreased to 57%.

While students gain skills and make progress even during abbreviated implementations of PowerUp Literacy, students who consistently meet their usage targets (e.g., use the online portions of the program with fidelity) make greater progress. Among students in the state of Oregon who used PowerUp Literacy with fidelity, 76% moved up at least two Zones during the 2022-23 school year. By the conclusion of the school year, only 7% of students who used the program with fidelity were working on any Foundational Zone skills.

Lexia English

During the 2022-23 school year, Lexia English was used by 759 Emergent Bilingual students across the state of Oregon. The sample of students using Lexia English is smaller than those using Core5 Reading or PowerUp Literacy, reflecting Lexia English's status as a newer program. Therefore, results from this smaller sample may be interpreted with some caution.

While using Lexia English, students work on content aligned with their language proficiency standards. Lexia analytics compared changes in the percentage of students working in different proficiency bands of ELPA21 standards. During the 2022-23 school year, 18% of students working at or above usage guidelines (e.g., using the online portions of the program with fidelity) moved up at least one proficiency band per the ELPA21 proficiency standards.

LETRS

While data specific to Oregon is not available at this time, the impact of LETRS on educator outcomes has been examined in several state-level evaluations conducted by researchers unaffiliated with Lexia. The following are two examples of these evaluations:

- An evaluation of Ohio's Early Literacy Pilot—which included the provision of LETRS to two cohorts of K-3 teachers—found statistically significant improvements in educator knowledge for both cohorts. Additionally, implementation of a multitiered system of support improved significantly in both cohorts, and students in both cohorts improved on a variety of curriculum-based measures. In total, this evaluation examined outcomes for a total of 584 teachers and 8,083 students across 24 schools.
- An evaluation funded by the Institute of Educational Sciences (IES) examined the outcomes of a statewide professional development initiative in Mississippi in which all K-3 educators were provided access to LETRS over a two-year period. Results of a survey administered to 7,638 teachers showed that average teacher knowledge of topics related to the Science of Reading increased by 11 percentile points. Observations of classroom instruction were conducted with a subset of 316 teachers in 63 high-needs schools. The quality of instruction in these classrooms increased by 27 percentile points, student engagement increased by 16 percentile points, and teaching competencies increased by 14 percentile points.

Aspire

Short-Term Outcomes Study 1: Two of the primary intended outcomes of Aspire are to improve educator knowledge and improve instructional practice. According to the Aspire logic model, change in educator knowledge and instructional practice may depend on various factors, including implementation fidelity. To better understand the extent to which Aspire improves educator knowledge and instructional practice, and the extent to which these improvements depend on trends in implementation, Lexia’s research team intends to partner with six school districts to achieve three research aims:

- Aim 1: Examine the extent to which trends in implementation are correlated with Aspire post-test scores.
- Aim 2: Examine the extent to which Aspire causally affects educator knowledge.
- Aim 3: Examine the extent to which Aspire causally affects instructional practice.

Lexia will pursue Aim 1 by conducting a correlational study in Aspire schools. Lexia will examine the extent to which various implementation patterns (e.g., adherence to Lexia implementation recommendations; average number of certificates earned within a school) correlate with change in educator knowledge after accounting for selection bias. Lexia will pursue Aim 2 by using retrospective propensity score matching to compare post-program knowledge in Aspire educators to that of a similar group of educators in business-as-usual conditions. Lexia will pursue Aim 3 using the same procedures as Aim 2, but the outcome will be teacher evaluation data. The methods for this study will contribute to a moderate ESSA rating.

Long-Term Outcomes Study 2: One of the long-term outcomes of Aspire is to improve student reading performance. To study the impact of Aspire on student reading achievement, the Lexia research team is planning to conduct a quasi-experimental study that uses propensity score matching to compare average student reading achievement in schools that use Aspire to that of schools that exclusively use other approaches to professional development. The planned methods for this study will contribute to a moderate ESSA rating.

F. Implementation Timeline and Deliverables

An ideal proposal will use project management strategies in order to communicate an effective implementation timeline (i.e., trainings, deliverables, onsite/virtual support) and deliverables of service.

Core5 Reading, PowerUp Literacy, and Lexia English



Strong leadership teams are essential to launching and sustaining successful initiatives. Lexia Success Partnerships bundle services, tools, expertise, and guidance to support school and district leaders. Success

Partnerships include targeted conversations, tools, and professional learning to build capacity and enhance the strengths of school and district leaders. Lexia’s District Success Partnerships and School Success Partnerships empower leaders in different roles to develop their capacity, knowledge, and confidence to successfully lead the Lexia implementation and produce literacy gains for students.

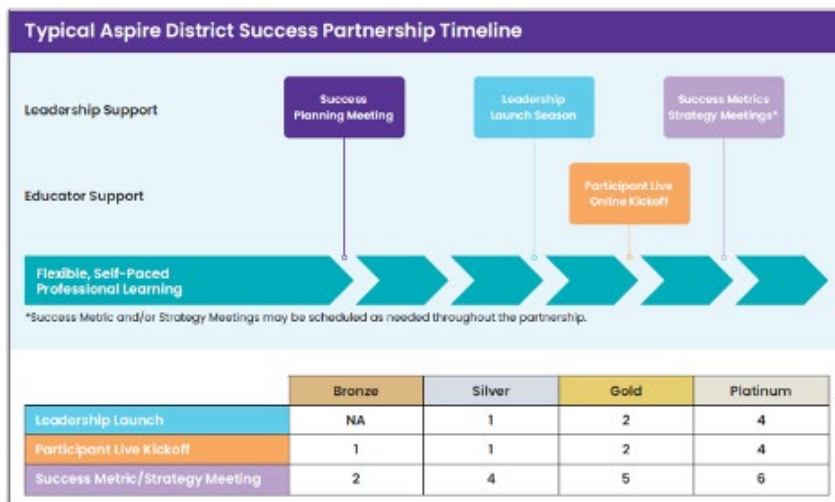
While District and School Success Partnerships can be purchased independent of each other, the combination of intentional district leadership, change management planning, and direct school leader and educator support increases the likelihood of success leading to literacy for all students.

For more detailed information, please see Section L of this Proposal.

Aspire

Aspire Success Partnerships

combine the power of Aspire with the expertise of a dedicated Customer Success Management Team. Lexia’s literacy and language experts collaborate with leadership teams to set goals aligned to a school or district’s unique needs. Partnering with leaders, Lexia provides implementation planning, progress monitoring, and tools needed to ensure districts achieve their desired outcomes.



For more detailed information, please see Section L of this Proposal.

LETRS

[Lexia’s Success Partnerships](#) combine the power of LETRS with the expertise of a dedicated Customer Success Management Team. Lexia’s literacy and language experts collaborate with leadership teams to set goals aligned to a school or district's unique needs. Partnering with leaders, Lexia provides implementation planning, progress monitoring, tools, and professional learning needed to ensure districts achieve their desired outcomes.

 For more detailed information, please see Section L of this proposal.

G. Past Performance

Were the projects described in 3.3.E completed on time and on budget? If not, why not?

Yes, the projects described in 3.3. E were completed on time and on budget.

On Attachment C, provide 3 positive, supporting references for the projects named above.

<p>Atlanta Public Schools</p>	<p>Contact Name: Dr. Margaret McKenzie Contact Title: Director, ESOL, Dual Language, & World Languages Telephone Number: 404-802-7580 Email: mamckenzie@atlanta.k12.ga.us</p>
<p>Chandler Unified School District</p>	<p>Contact Name: Dr. Sarah Galetti Contact Title: Director of Federal Programs Telephone Number: 480.224.3770; 480-224-9353 Email: galetti.sarah@cusd80.com</p>
<p>Salt Lake City School District</p>	<p>Contact Name: Dr. Chelsea Malouf Contact Title: Director of Language Arts and Alternative Language Services Telephone Number: 801-578-8288 Email: chelsea.malouf@slcschools.org</p>

Provide 3 supporting letters of recommendation from previous clients. Such letters should address: ability to meet deadlines, accuracy of estimates and quality of work.

- 🔍 Lexia asked the following personnel to provide Reynolds School District with letters of recommendation—also available in the Addendum Section—about Lexia’s programs:
 - [Stacey Lee, K-12 Curriculum Coordinator, Greater Albany Public Schools](#)
 - [Todd Robson, Director of Teaching and Learning, Tigard-Tualatin School District](#)
 - [Sherrie Kendall, Early Learning/Early Literacy Specialist, Multnomah Educational School District](#)

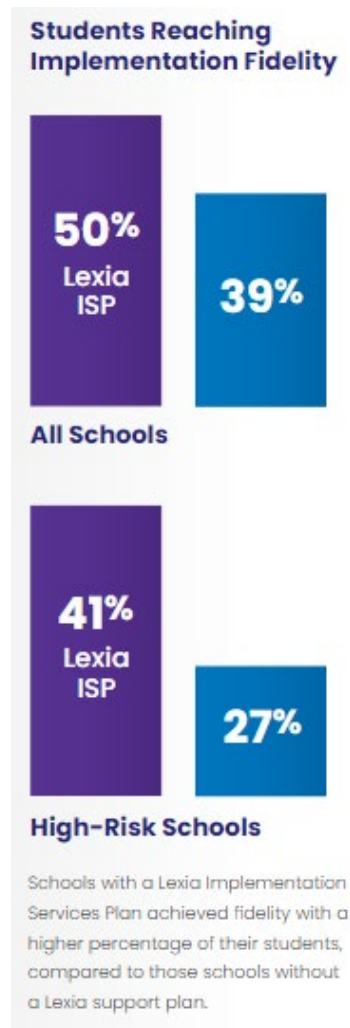
An ideal proposal will demonstrate: Experience with leading systems implementation, improvement and sustainability.

Curriculum Product Implementation, Improvement, and Sustainability

Two large studies have examined the impact of a Lexia Implementation Support Plan (ISP), *now referred to as a School Success Partnership (SSP)* on the implementation fidelity of **Core5 Reading**. Implementation fidelity here is defined as a minimum of 20 weeks’ program usage throughout the school year, with Individual Prescription of Intensity met for at least half of those weeks. Because research indicates that struggling readers require a higher intensity (or dosage), these students are prescribed more minutes of program usage. When online usage time is not differentiated, these students are more likely to miss their targets; schools with large numbers of these students struggle to implement with fidelity. The ISP is designed to help offset some of these implementation barriers and increase implementation fidelity.

During the 2015-2016 school year, Lexia analyzed the implementation fidelity of nearly 1,400 schools that had a site license for Core5 Reading. Approximately one-third had a Lexia Implementation Support Plan (ISP) (*now referred to as a School Success Partnership (SSP)*) as a part of their strategy for implementing the program with fidelity. The analysis found that the average school with a Lexia ISP achieved implementation fidelity with about 50% of their students, compared with only 39% in similar schools without an ISP.

Lexia also analyzed schools whose student population could be classified as “high-risk” (more than half of the students began the year working on reading skills that were more than two years below grade level). Approximately one-fourth of these schools had a Lexia ISP.



The analysis found that the average high-risk school with an ISP reached implementation fidelity with 41% of students, while only 27% of similar high-risk schools without an ISP achieved fidelity

The importance of implementation fidelity was demonstrated in an analysis of the full sample (all students using Core5 Reading in the 1,400 schools with site licenses). This analysis showed that students who use the program with fidelity are 5 times more likely to reach their end-of-year, grade-level benchmarks in the program as compared to students using the program a minimum amount of time (20 minutes per week).

 The following research document provides additional detail about the research summarized above: [Investigating the Effectiveness of Implementation Service Packages](#)



In a presentation at the **International Society for Technology in Education (ISTE) conference** in 2018, the Research Team presented a second study that examined the impact of Lexia Learning's Implementation Services Packages (ISPs) on program usage and student outcomes. The sample consisted of 2,604 schools with Core5 Reading site licenses (unlimited student licenses for a single school) during the 2016–2017 school year. Schools with site licenses only were selected because that purchasing decision in part reflects the intention of the school to use the blended learning program broadly. Of these schools, 810 purchased an ISP between January 2016 and March 2017.

There were 361,930 students in these ISP schools. The benefits of utilizing an ISP were examined by comparing the ISP schools with the remaining 1,794 schools (774,194 students) that purchased site licenses but did not purchase an ISP. These schools were chosen as the sample so that schools both with and without an ISP had indicated through purchasing decisions that they intended to implement the program in the school widely.

All schools with and without a paid ISP had access to free online training guides, reference manuals, a video library, and customer support services. All schools also had the option to purchase any combination of a la carte in-person training events or online webinars.

Sites that purchased an ISP were assigned an individual Implementation Manager, hired to guide relationships with individual schools and/or districts and facilitate support services that were personalized to the needs of each site. These support services are targeted at two audiences: School Leadership and Educators. Leadership Support services set up school-wide milestones and train administrators how to monitor metrics towards meeting short-term goals. These training points occur throughout the school year, beginning with Implementation planning and account setup. The leadership training continues with multiple success metric reviews, concluding with an end-of-year review.

Educator Support services also utilize elements from continuous improvement models in Education (Park et al., 2013) and events are timed to occur between the leadership milestones.

Educators are taught how to monitor student usage and progress and provide offline instructional/practice support to accelerate student gains. These trainings are focused on launching the program at the beginning of the school year, data coaching, and training on instructional materials. These activities are designed to increase educator engagement and improve student outcomes through a “plan-act-assess” cycle.

Key Findings

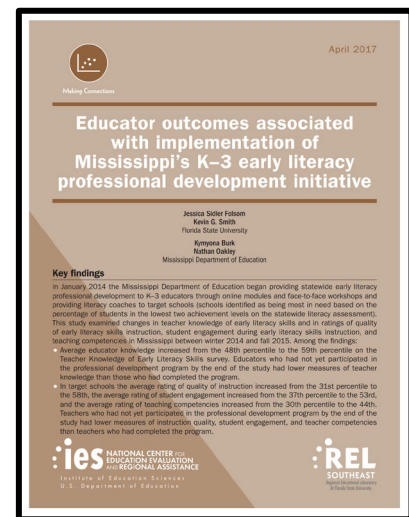
The ISP & Non-ISP schools had similar rates of fidelity in the month of September (i.e., ~ 57% of students using the program with fidelity as defined above). Both group’s fidelity rates increased over the school year. Importantly, across the year, the students in schools with ISP support had significantly higher fidelity rates than those without ISP support, $F(1, 4779) = 5.55, p < .05$.

Professional Learning Implementation, Improvement, and Sustainability

Mississippi Department of Education

The Mississippi Department of Education began to provide statewide, early literacy professional development with LETRS to K–3 educators through online modules and live in-person workshops, as well as providing literacy coaches to target schools. (Target schools were those identified as being most in need based on the percentage of students in the lowest two achievement levels on the statewide literacy assessment.)

This study examined changes in teacher knowledge of early literacy skills and in ratings of quality of early literacy skills instruction, student engagement during early literacy skills instruction, and teaching competencies in Mississippi between winter 2014 and fall 2015.



Among the findings were the following:

- Average educator knowledge increased from the 48th percentile to the 59th percentile on the Teacher Knowledge of Early Literacy Skills survey. Educators who had not yet participated in the professional development program by the end of the study had lower measures of teacher knowledge than those who had completed the program.
- In target schools, the average rating of quality of instruction increased from the 31st percentile to the 58th, the average rating of student engagement increased from the 37th percentile to the 53rd, and the average rating of teaching competencies increased from the 30th percentile to the 44th.
- Teachers who had not yet participated in the professional development program by the end of the study had lower measures of instructional quality, student engagement, and teacher competencies than teachers who had completed the program.

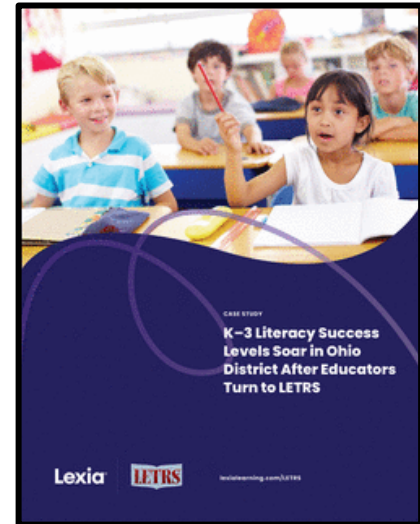
 The full report can be found here [Educator outcomes Mississippi REL](#)

Ohio's Early Literacy Pilot

Ohio's Early Literacy Pilot selected the LETRS Suite as the primary research-based practice for professional learning. The in-person LETRS professional learning sessions for K-3 educators, preschool educators, administrators, and regional early literacy specialists supported Ohio's focus on building teachers' capacities to provide high-quality, evidence-based, early language and literacy instruction and intervention. Ohio updated the Theory of Action to highlight leadership, as a crucial starting point in school improvement efforts.

District and school leaders participating in Ohio's Early Literacy Pilot engaged in an administrator's version of LETRS, consisting of both online units and an onsite session with a national expert. In addition, coaching supported administrators and the systems in districts that promote evidence-based language and literacy practices in classrooms.

The Department saw an overall increase in teacher knowledge from the pre- to post-test, with teachers scoring 30 percent higher after participation in the first four units. While the number of items associated with each unit varied, results indicated an increase in percentage correct on each unit. Of the 250 teachers who completed both the pre- and post-tests, 95 percent showed gains in language and literacy knowledge. Language and literacy knowledge increased across all 14 Cohort 1 schools and among all educator subgroups.



The Reading Tiered Fidelity Inventory (R-TFI) guides building leadership teams as they examine building level language and literacy Multi-Tier System of Supports (MTSS), including analyzing and using data for instructional planning. The R-TFI helps schools gauge their School-Wide Reading Model features for all three tiers to prioritize or develop their Multi-Tier System of Supports for language and literacy, initially focusing goals on the lowest scoring elements of Tier 1.

Paired t-tests (mean difference between two sets of observations is zero) showed statistically significant (p -value < 0.05) changes from fall 2016 to spring 2017 for the overall total score (across the four subscales). By the end of 2018-2019, 10 of the 14 Cohort 1 schools had completed the Reading Tiered Fidelity Inventory Tier 1 over four time points. The overall score and all subscale scores showed increases from baseline (time 1) to time 4, which demonstrates improvement in the implementation process. Increases were statistically significant ($p < 0.05$) for the overall score and for the Implementation, Resources and Evaluation subscale scores.

Annual surveys disseminated by the external evaluator revealed that self-reported implementation of LETRS-related strategies in the classroom increased throughout the year and that LETRS professional learning was most responsible for contributing to teacher learning.

H. Proposed Key Staff and Staff Experience; Staff Capacity

Describe the capacity of your firm to perform the scope of work provided in section 2.



Lexia® Core5® Reading, Grades PreK-5, is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion and norm-referenced performance data without interrupting the flow of instruction. Core5 Reading provides students of all abilities with a truly adaptive and individualized learning experience to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction. The educator website, [myLexia](#), provides reports and resources for accelerating learning.



Lexia® PowerUp Literacy®, Grades 6+ enhances core English Language Arts instruction for non-proficient readers. Based on the Science of Reading, PowerUp Literacy blends browser-based online student-driven instruction with offline educator-delivered lessons and independent skill-based activities to accelerate the development of fundamental literacy and higher order thinking skills through addressing the instructional needs of a wide range of students, from students not on grade level to nearly proficient readers. The program identifies skill gaps and provides a personalized, systematic instructional environment focused on Word Study, Grammar, and Comprehension. This explicit instruction prepares students to comprehend and engage with complex texts across a range of genres. Embedded progress monitoring, actionable data, and lightly scripted lessons empower teachers to deliver the exact instruction each student needs.



Lexia® English Language Development™, Grades K-6, is designed to help Emergent Bilingual students acquire higher language proficiency levels of English. The program integrates three key areas: speaking, listening, and grammar, while emphasizing the language of content in Math, Science, Social Studies, General Knowledge, and Biographies so that students gain subject knowledge while learning to speak English. Lexia English offers educators real-time progress-monitoring of student performance in specific areas of language proficiency, providing actionable data to support student achievement in a personalized way. The program aligns with multiple standards for language and reading instruction, while the embedded Speech Recognition Engine (SRE) offers immediate, guided, corrective feedback.

The **LETRS (Language Essentials for Teachers of Reading and Spelling) Suite** is comprehensive professional learning that provides early childhood and elementary teachers and administrators with extensive knowledge to be literacy and language experts in the **Science of Reading**.



Lexia® LETRS professional learning for elementary educators is an investment in teachers' literacy knowledge and professional practice. Teachers gain essential knowledge to master the fundamentals of literacy instruction required to transform student learning.



Lexia® LETRS for Early Childhood Educators professional learning provides deep knowledge of literacy instruction for the youngest learners. The more educators can equip children with language and literacy skills before they begin kindergarten and first grade, the more likely they are to succeed in literacy learning and beyond.



Lexia® LETRS for Administrators provides the components necessary, including systems and structures, to create a comprehensive implementation plan for a literacy initiative, taking into consideration systems thinking, implementation science, change management, and leadership research.



Lexia® Aspire™ Professional Learning is a flexible, self-paced, digital solution, grounded in the Science of Reading, to empower educators to accelerate literacy skills of students in grades 4-8. Aspire offers interactive, modular, bite-sized content that has practical application-to-classroom instruction with a flexible

design that allows for implementation pathways that effectively meet educator needs. Aspire includes differentiated content to personalize learning with the ability for educators and leaders to quickly view progress and visualize the program's impact using Aspire's data dashboards. Aspire is organized around two components that take deep, meaningful research and bridge it into practice in the classroom: the Aspire Learning Platform and Aspire Bridge to Application Resources.

List the key staff proposed to perform the Work. Describe the role of each key staff member proposed and the percentage of his or her time which will be allotted to the project.

All Success Partnerships include an assigned dedicated success manager, a literacy and language expert who partners with leadership and educators to provide the planning, progress monitoring, and tools needed to meet each school or district's unique needs. The key staff proposed to perform the work for Core5 Reading, PowerUp Literacy, Lexia English, and Aspire are as follows:

- Kathleen End, Director of Curriculum, 1%,
- Diane Stromberg, Regional Success Manager, 3%,
- Lisa Potter, Customer Success Manage, 90%,
- Shane Turpen, Professional Learning Facilitator Manager, 1%.
- PLFs, 5%

Customer Success employees have primary responsibility for executing upon all LETRS aspects of services delivered post-sale. The key staff proposed to perform the work for LETRS are as follows:

- Donna Neal 1%
- Christine Fiorini 2%
- Kurt Grefe 2%
- Kris Cox 5%
- Kris Olyejar 10%
- PLFs 60%
- DSM 20%

Provide the resume of each key staff person proposed. Or: Describe the experience of the key staff and how he/she is ideally suited to his/her role on the project.

The following Customer Success employees will work with the district on Core5 Reading, PowerUp Literacy, Lexia English, and Aspire implementations:

- [Kathleen End](#), Director of Success Management - West/Central, oversees and provides direction to a team of Regional Success Managers
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- [Kris Cox](#), Senior Manager of LETRS PLFs, is responsible for PLF recruitment and quality of services delivered.
- [Kris Olyejar](#), Manager of Professional Learning Operations is responsible for fulfilling requests for LETRS PLFs.

Identify any portion of the scope of services which is proposed to or may be performed by a subcontractor. Identify the subcontractor(s) and the nature of the work to be performed.

No portion of the scope of services will be proposed or performed by subcontractors.

An ideal proposal will demonstrate: The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.

All key persons named in this RFP are qualified to perform the work described in this RFP and in the proposal, and Lexia will assign these key persons to perform the work in the Reynolds School District awards a contract to proposer for these services.

I. Functional Specifications (Software specific)

An ideal proposal will demonstrate: Ability to track adult and student progress.

Curriculum Products Tracking

Lexia's curriculum products utilize the proprietary **Assessment Without Testing**[®] technology to measure student progress. Detailed progress monitoring and diagnostic assessments are tied directly to action plans and relevant instructional resources. As a result, Lexia's programs provide 24/7 access to data in a robust reporting system. The educator website, myLexia, enables educators to see usage and progress, and to quickly identify learning gaps.

Professional Learning Tracking

Within the **LETRS** Online Application/Platform a district or school can retrieve a variety of information, which can be used to track teacher participation and progress. The administrative home page shows various data points supporting the implementation: license purchased, teachers enrolled, teachers started, cumulative active users. An administrator or campus leader can note participant completion, progress, and assessment scores, including the ability to drill down to identify areas of struggle. For additional tracking and filtering, each district and school have the flexibility to create cohort(s). A cohort is a group of participants within the same course. A participant can be in multiple cohorts or no cohort. When a cohort is created, users can view the mentioned reports and data based on the specified cohort for more filtered or disaggregated view.

Aspire allows district leaders to access pertinent information so that professional learning is transparent, and decisions can positively impact, support and motivate educators. Leaders can assess school and educator engagement, gain an understanding of how each school and educator interacts with the program to establish suitable benchmarks. They can employ intervention strategies based on engagement levels, pinpoint educators' areas of interest and classroom objectives, observe chosen courses and preferred learning sequences to improve student outcomes, and oversee educator performance by tracking average and individual scores across schools and cohorts, employing pretest and posttest scores to visualize progress over time. Leaders can ensure implementation fidelity by acquiring knowledge of the most effective implementation model for each school and tailoring program delivery to various schools and educator groups.

J. Technical Specifications (Software specific)

See attached Functional and Technical Specifications Checklist (Attachment XX)

Attachment XX is not within the RFP Document. Lexia would be happy to respond to Attachment XX once it is available from the district.

An ideal proposal will demonstrate: Ability to show data at various levels, student, building, and district. Software should meet district platform specifications.

Curriculum Products Reporting

Lexia’s curriculum reports are available at the district, school, class, and student level. The initial screen is determined by user role—District Administrator, School Administrator, or Teacher. Resource Teachers may be assigned access to multiple classes. Within each role, users can click to move from overviews to more specific and detailed information. Action Plans may be seen from the Class Overview and the Student Overview. From the Class Overview, for example, Action Plans group students according to instructional need. From the Class and Student Action Plans, direct links are provided to specific Instructional Resources (i.e., **Lexia Lessons**[®]). Teachers can manually indicate when teacher-led lessons have been delivered. Data can be shared as CSV files suitable for demographic sorting and as PDFs that can be emailed or printed.

myLexia Reports Available

District Reports	<ul style="list-style-type: none"> ▪ District Combined Report ▪ District Progress Report ▪ District Usage Report 	<ul style="list-style-type: none"> ▪ District Grade Report ▪ Staff Usage Report
School Reports	<ul style="list-style-type: none"> ▪ School Progress Report ▪ School Usage Report 	<ul style="list-style-type: none"> ▪ School Grade Report
Class Reports	<ul style="list-style-type: none"> ▪ Class Combined Report ▪ Class Progress Report ▪ Class Usage Report 	<ul style="list-style-type: none"> ▪ Class Skills Report ▪ Class Auto Placement Report ▪ Class Skills Check Report
Student Reports	<ul style="list-style-type: none"> ▪ Student Combined Report ▪ Student Progress Report ▪ Student Standards Report 	<ul style="list-style-type: none"> ▪ Student Usage Report ▪ Student Skills Report ▪ Student Skills Check Report
Parent Reports	<ul style="list-style-type: none"> ▪ Parent Report 	<ul style="list-style-type: none"> ▪ Detailed Skills Report

Professional Learning Reporting

LETRS offers reporting at the State, Region, District, and School levels. Users with these levels of access will see live data related to activity, progress, and scores. The following is a high-level overview of some of the types of data, reports, and information a district or school can retrieve to inform decisions and identify trends and gaps:

- **District/School Overview and Summary:** quick visualization of utilization of active licenses, participants within the district/school, and a quick snapshot of where the participants are in the course content.
- **Progress Reports:** users can view by cohort and participants scores for each assessment (pre/posttest and unit) and quickly see where participants are in the program, including which unit and/or volume has been completed and its completion date.
- **Pacing Check:** This is an embedded feature, using a vertical marker, that provides the user a visual indication on which participants have progressed to or past an expected spot in the course content. Users can view participants with ***Furthest Progress*** and ***Least Progress***
- **Participant Details:** Users can view details for individual participants, which includes the participant's last login, license status, course progress, how much time was spent in a unit, and all scores and certificates earned by the participant.

Aspire provides district and school leaders with essential data that empowers them to visualize their educators' progress. The dashboard provides data on licenses, performance on assessments, and time spent in the platform.

System Requirements

 Please see the following links for program-detailed system requirements:

[Core5 Reading System Requirements](#)

[PowerUp Literacy System Requirements](#)

[Lexia English System Requirements](#)

[LETRS System Requirements](#)

[Aspire System Requirements](#)

K. Software, versioning and upgrades (Software specific)

What is the upgrade cycle of the proposed software?

Lexia programs are always the most current program version, with updates and fixes automatically. Lexia's major product updates and maintenance occur during the summer months.

What operating systems does the software support?

Lexia supports macOS, Windows, and Chromebook operating systems. For detailed system requirements, please see the response on the next page.

How are upgrades documented?

Maintenance updates are released periodically throughout the year and are carefully timed and scoped to minimize disruption. Enhancements and updates to PDF Instructional Resources available through the Resource Hub may occur at other times as well.

Lexia's Professional Learning products (LETRS and Aspire) are updated each month. Each release may include new features, user experience enhancements, or new or revised content. Specific release contents are determined each month based on customer input and business needs.

State the number of software versions currently supported. Provide supporting documentation for supported versions.

The current versions of each software are as follows:

- Lexia English v3.1 (Browser & iPad)
- Core5 Reading v4.7 (Browser, iPad)
- PowerUp Literacy v4.3 (Browser, iPad)
- LETRS v3.25 (Most current web version)
- Aspire v1.14 (Most current web version)

 Please see the following links for more details on the software versions currently supported for each product:

[Core5 Reading System Requirements](#)

[PowerUp Literacy System Requirements](#)

[Lexia English System Requirements](#)

[LETRS System Requirements](#)

[Aspire System Requirements](#)

What version do you propose for this scope of work and why? Are other clients currently using this version - why or why not? What was the first go live date of the proposed software in this version in full implementation and not in a beta test environment?

The most current versions are available via the web and app store. Rather than purchasing new software, customers can rely on a SaaS provider to automatically perform updates and patch management. This further reduces the burden on in-house IT staff. Lexia's browser-based programs are always the most current program versions with updates and fixes automatically provided. Customer Service reports are immediately addressed, and any required fixes deployed promptly.

The following are first go-live dates:

- Core5 Reading 2012
- PowerUp Literacy 2018
- Lexia English 2020
- LETRS 2018, LETRS for Early Childhood Educators 2018, LETRS for Administrators 2022
- Aspire 2023

List the clients currently utilizing the proposed version. This means the system is implemented and is not in a beta test environment.

Currently, over 6 million students in over 26,000 schools in hundreds of varied school districts across the country use 's curriculum programs. In addition, Lexia has delivered LETRS to over 100,000 educators in more than 30 states, and over 2,500 school districts. Aspire is used by almost 800 educators monthly, with 1,800 total current licenses being used monthly. The following is a sampling of districts that use Lexia's products:

- Little Rock School District, AR
- Coachella Valley USD, CA
- West Haven Public Schools, CT
- Pasco County Public Schools, FL
- Chicago Public Schools, IL
- New York Public Schools, NY
- Knox County School District, TN
- Arlington ISD, TX
- Salt Lake City, UT
- Norfolk Public Schools, VA

What enhancements, bugs or other issues will you be addressing in the next upgrade?

Enhancements are released with an updated version of the program. These updates include release notes. As a SaaS application, Lexia programs are always the most current program version, with updates and fixes provided automatically. Lexia releases major product updates during the summer months and maintenance updates throughout the year. These are carefully timed and scoped to minimize disruption. Enhancements and updates to PDF Instructional Resources available through the Resources Hub may occur throughout the year as well.

Provide a roadmap of future upgrades for the next two years.

Lexia includes an online space—via the Help Center—to share periodic news about all Lexia products such as new program features and recent or upcoming product updates.

🔍 For a roadmap of future upgrades, please visit the following websites:

[Product News and Updates: myLexia and Lexia Student Programs](#)

[Product News and Updates: Lexia Professional Learning](#)

Before launching any new or updated product, the QA Team at Lexia conducts an exhaustive suite of tests, consisting of thousands of individual test cases. This thorough testing ensures that all product features and functionality operate as intended. Since Lexia products are provided on a Software as a Service (SaaS) basis, all customers receive the same software versions used by other schools and districts. This approach ensures stability and transparency, with new versions and patches released to customers in a timely manner. Lexia also acknowledges and accommodates school district computer imaging policies and procedures, actively working to minimize any impact from new minimum requirements for operating systems and browsers.

An ideal proposal will demonstrate: Ability to integrate with districts current operating system. Please see the system requirements for each program for more information:

🔍 Please see the following links for more details on system requirements:

[Core5 Reading System Requirements](#)

[PowerUp Literacy System Requirements](#)

[Lexia English System Requirements](#)

[LETRS System Requirements](#)

[Aspire System Requirements](#)

L. Ongoing Support and Maintenance (Software specific)

Describe the level of ongoing support and service provided clients including parameters around helpdesk support and guaranteed response times.

Help Desk Support

Lexia's Customer Support, available through email, online chat, and telephone, includes but extends beyond technical operations answers. Customer Support team members are equipped to answer questions about implementation, as well as issues related to deployment and technology-related issues. Technical support is provided to educators, administrators, and other adults, such as adults who may be managing before- and after-school programs.

In addition, Lexia offers an online **Help Center**—a self-serve, searchable database that provides customers information about Lexia's programs, rostering, and technical setup at any time.

Contact Support


M-F, 8 AM – 9PM EST, except holidays

Toll-free support line: 800-507-2772

Email: support@lexialearning.com

Website: <https://help.lexialearning.com/s/contact>

Chat: Log into myLexia and select the chat button

 For more information, please visit: <https://help.lexialearning.com/s/>

Core5 Reading, PowerUp Literacy, and Lexia English also include the myLexia educator website which contains a Resources Hub which is comprised of hundreds of useful resources to help teachers, administrators and literacy leaders utilize and understand Lexia’s programs. The Hub is divided into the following categories and includes - but is not limited to - items such as the Scope and Sequence, Reports Guide, a Teachers Manual, and access to a Demo site for educators to explore at any time: Support for Instruction; Classroom Resources; Student Achievement; School to Home; and Research.

An ideal proposal will demonstrate: ability to provide up to date maintenance support of software.

Lexia's Customer Support helps through email, online chat, and telephone, covering not only technical operations but also implementation and technology-related queries. This support extends to educators, administrators, and program managers, including before—and after-school programs. Additionally, an online Help Center provides self-serve information about Lexia programs, Educator Professional Learning, rostering, and technical setup.

Contact support is available Monday to Friday, 8 AM - 9 PM EST, excluding holidays, via toll-free line, email, website, and chat through myLexia.

The myLexia educator website for Core5 Reading, PowerUp Literacy, and Lexia English includes a Resources Hub with numerous valuable resources for teachers, administrators, and literacy leaders.

M. Training (Software specific)

An ideal proposal will demonstrate: Timeline for implementation of software and training of software for all parties involved.

Core5 Reading, PowerUp Literacy, Lexia English Training

Lexia offers a school-level Success Partnership which allows districts and schools to select the appropriate level of support needed for different phases of implementation and experience with blended learning.

Lexia believes that strong leadership teams are essential for creating and sustaining the successful implementation of any initiative. Lexia’s School Success Partnership provides the perfect combination of building-level schools leadership team support and educator professional learning to ensure schools achieve wild success. Lexia’s team focuses on ensuring districts receive maximum investment impact by helping build internal capacity.

The School Success Partnership provides:

- Assistance with Rostering
- Assigned Customer Success Manager and Proactive Usage Monitoring
- Success Planning Meeting
- National Live Online Professional Learning Sessions
- Up to two personalized 45-90 min Live Online Professional Learning Sessions for Educators
- Lexia Academy Getting Started Courses for teachers and administrators
- Up to two Success Metric and Strategy Meetings

The following is a typical implementation cadence for a school level first-year implementation under the School Success Partnership model.




School Leadership Team Support

<u>Leadership Support</u>	<u>Recommended Timing</u>	<u>Description of Support</u>
Success Planning Meeting	Annually	Discuss current and desired state, professional learning needs, and next steps.
Technical Setup Check	Prior to launch	Ensure accounts are created.
Success Metric and Strategy Meeting	First Semester	Review implementation plan, analyze myLexia data, make plan adjustments as needed, overcome barriers/obstacles.
Success Metric and Strategy Meeting	Second Semester	Review implementation plan, analyze myLexia data, make plan adjustments as needed, overcome barriers/obstacles.

Educator Professional Learning

See [Lexia's Professional Learning Catalog](#) for the various sessions available via personalized Live Online and Lexia Academy.

<u>Professional Learning</u>	<u>Time Required</u>	<u>Description of Support</u>
Two Customer Live Online (Up to 40 Participants)	45-90 minutes	A variety of sessions are available. A Success Manager can plan for educators' needs. <small>*Onsite is available for an additional charge</small>
National Live Online	60 minutes	Relevant and engaging professional learning alongside educators from around the country.
Professional Learning Community Guides	45-90 minutes	Groups of educators can use PLC guides to collaboratively learn about Lexia products and implement instructional best practices through a series of learning activities.
Asynchronous, Self-paced Sessions	15-30 minutes	Each session, much like the Lexia facilitated sessions, contains at least one opportunity for application and connection to the educator's daily work.
	2 hours	Self-paced product onboarding courses.

LETRS Training

Lexia’s LETRS Success Partnerships use implementation science to ensure that the capacity of stakeholders are prepared to support teachers in the LETRS course of study and see that learning transfer to classroom practice so long-term student achievement can be sustained over time. Lexia’s team will focus on helping the district receive maximum impact from its investment while also assisting with building internal capacity.

These partnerships provide a District Success Manager who will work directly with designated district-level contact(s) to set goals, develop a personalized and effective plan, monitor progress of the LETRS implementation through Success Metric and Strategy Meetings, and create a professional learning plan to meet district’s needs. Depending on the complexity of the implementation, number of cohorts (a LETRS cohort is defined as a group of 40 participants), and staff involved, districts can choose from five options: Bronze, Silver, Gold, Platinum, and a dedicated District Success Manager.

Aspire Training

Aspire is designed to address educators’ needs for improving student achievement by helping educators support learners in how to read, comprehend, and articulate their ideas across various subjects. To accommodate educators’ busy schedules, Aspire provides an on-demand, self-paced digital professional learning program that focuses on training for Word Recognition, Language Comprehension, Reading Comprehension and Writing.

To start, all participants complete the prerequisite requirements; educators can then select the domains and course sequence they’d like to attempt. The program includes a total of 3 domains with 29 courses and takes an average of 40 hours to complete.

The program is structured as follows:

- Prerequisite courses
- Three domain-level Knowledge Checks
- Nine courses in each domain
- Check for Understanding” quizzes at the end of each course
- Classroom resources in each course
- Interactive activities throughout to monitor progress

N. Implementation Plan (Software specific)

An ideal proposal will demonstrate: Data integration timeline and plan. Provide training on the software.

Curriculum Products Implementation Plan (Software Specific)

Customers have the option of purchasing District Success and School Success Partnerships. Each level is supported by a Customer Success Manager who will meet with a designated leader/ leadership team throughout the school year.

Shortly after the partnership has started, the team will meet for a Success Planning meeting to discuss how Lexia will fit into other literacy initiatives and goals. During that meeting, the Customer Success Manager will review what is included in the partnership and recommend the mode of professional learning that will fit the identified need of the stakeholders. The type of partnership will determine how many personalized professional learning sessions are available.

Partnerships include a variety of professional learning synchronous and asynchronous options, including Lexia Academy, National Live Online and personalized live online sessions. An onsite option can also be purchased. In addition to the Success Planning meeting, and depending on the type of Partnership purchased, there are Success Metric Strategy Meetings. Here, the Customer Success Manager and site leadership team discuss the current state of implementation and they analyze Lexia data to determine next steps in relation to desired outcome of Lexia implementation and overall literacy goals.

During Success Metrics Strategy meetings, Customer Success Managers meet with site leadership teams to help them understand their Lexia data. They also help them become familiar with data routines that they can replicate on their time to track student progress.

LETRS Implementation Plan (Software Specific)

Lexia works in close partnership with every district to ensure that an implementation plan to achieve results is created and that the collaboratively identified goals are met. Consequently, all LETRS implementations begin with a meeting with Customer Success Manager and district personnel to determine goals, outcomes, timelines, and anticipated challenges and solutions to those challenges. The timeline for implementation directly relates to the goals set forth and the LETRS courses the district has chosen for each group of educators.

LETRS Implementation and Technical Support is supported by a Senior Director of Customer Support, a Senior Manager of Customer Success Operations, and a Director and Senior Manager of Professional Learning Facilitators.

- Assistance with technical setup, rostering of LETRS participants, establishing cohorts and ensuring system requirements can be met
- Uploading/rostering participant data and file exchanges using our data management systems
- Troubleshooting technical issues
- Access to Help Center with articles and videos to support LETRS participants, course managers and those responsible for technical setup
- Access to resources in LETRS Online Learning Platform
- Responding to participant questions relating to the LETRS course of study for all products in the LETRS Suite z

Customer Support is included and is available by phone, email, chat, or online ticket submission.

Aspire Implementation Plan (Software Specific)

Lexia Implementation and Technical Support is supported by Directors of Customer Success Management, along with State and Regional Senior Customer Success Managers. Lexia employs an experienced and talented pool of Customer Success Managers (CSMs) across the United States. These teams include consultation and technical assistance via phone or email and technical support on the use of all components of Aspire. These individuals are assigned to specific districts ensuring consistent and direct communication and collaboration.

Technical support services include, but are not limited to the following:

- Assist district with technical setup, including setup of rosters, cohorts, and ensure system requirements can be met
- Input participant data and file exchanges using our data management systems
- Troubleshoot technical issues
- Access to resources in the Aspire online platform
- Respond to teacher questions relating to Aspire

[Aspire Success Partnerships](#) include a Customer Success Manager to facilitate a Success Planning Meeting to ready a district for Aspire kickoff sessions. Lexia Success Partnerships touchpoints and services include:

- Implementation planning meeting with the leadership team in which the Aspire CSM develops an implementation success plan based on a deep understanding of your desired outcomes.
- A collaboratively planned and delivered live online Aspire launch session for a broader audience of district or building leaders.
- A live online (or recorded) kickoff for Aspire participants conducted by your Aspire CSM designed to introduce the Aspire Professional Learning initiative.
- Success Metric and Strategy meetings facilitated by the Aspire CSM with the leadership team to review key metrics, make plan adjustments, and plan for bridge to application activities.
- Access to a Launch Toolkit including key Aspire resources such as: Ready-Set-Go Implementation Checklist, Suggested Professional Learning Pathways, Professional Learning Pathway Planning Tools, and more.



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

RFP FORM
PRICE PROPOSAL
RFP: READING PROGRAM

Total Estimated Cost: \$1,516,349
Project Management: Managed internally by Lexia Learning
Subcontractors: Not Applicable
Software: Lexia® Core5® Reading, Lexia® PowerUp Literacy®, Lexia® English Language Development™, Lexia LETRS®, Lexia Aspire™
Software Technology Support: Lexia Learning Customer Support and Customer Success Team
Other: Please itemize on an additional page Please see the following pages for itemized pricing and options

Proposer Signature:

Signature: [Handwritten Signature] Title: President
Company: Lexia Learning Systems LLC Date: August 7, 2023
Street Address: 300 Baker Ave., Ste. 320 City/State/Zip: Concord, MA 01742
Phone: 800-435-3942 Fax: 978-287-0062
Email address: bidteam@lexialearning.com

Oregon State Unified Business Identifier Number (UBI) 1483575-9
Resident or Non-Resident Proposer under ORS 279A.120: Non-Resident
Federal Tax Identification Number 04-2848680
Vendor's financial terms Net 30 days

The District reserves the right to waive proposal informalities and irregularities, and award to proposer deemed in the best interests of the District.

Core5 and PowerUp

All Elementary, Middle, and High School + student licenses for Reynolds Academy
Implementation support at each school plus District Level Support for each product with onsite PD

1 year	3 years*	5 years*
\$232,295	\$650,445	\$1,057,735
	3 year Term **	5 year Term **
Year 1	\$426,770	\$632,900

***Discounts are based on advance purchase of multi-year subscriptions.**

****Licenses paid for upfront with hosting fee paid yearly approximately \$117,575.**

Lexia English

All Elementary, Middle, and High School + student licenses for Reynolds Academy
Implementation support at each school plus District Level Support with onsite PD

1 year	3 years*	5 year *
\$237,550	\$644,934	\$1,074,890
	3 year Term **	5 Term **
Year 1	\$452,860**	\$670,270**

***Discounts are based on advance purchase of multi-year subscriptions.**

****Licenses paid for upfront with hosting fee paid yearly approximately \$126,745.00.**

PROFESSIONAL LEARNING

LETRS		
Include Licenses, Print Materials, and Professional Learning Sessions for One Cohort	Cost	Timeline
LETRS for Administrators		
LETRS for Administrators, with 4 Live Online Professional Learning Sessions, cohort of 25 participants	\$20,650	2 years
LETRS for Educators		
LETRS for Educators Units 1-8, with 16 Live Online Professional Learning Sessions, cohort of 40 participants	\$135,720	2 years
Success Partnerships - 2 x Platinum DSPs (Vols 1 & 2)		2 years

Aspire	
Aspire Professional Learning Leader + 100x Participant + Bronze District Success Partnership	
1 year	\$64,600
<i>Bronze is the suggested level of support; depending on implementation goals, a different DSP may be more appropriate</i>	

ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote.

To confirm an order, the Customer may fax the quote, with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

**Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Unless otherwise agreed by Lexia and Customer in writing, Lexia will invoice the total fees set forth in the applicable quote upon receipt of Customer's PO/acceptance. Payment is due net 30 days of invoice.

Lexia products offered as 1-Year subscription licenses expire 12 months from the date of activation; Lexia products offered as 2-Year licenses expire 24 months from the date of activation. Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours as applicable) must be used within 12 months from the received date of the PO acceptance of the applicable quote. A customer-designated account administrator, with contact name and email address, is required for all subscriptions and service orders.

TERM

Each quote and the associated confirming PO or other confirmation of the quote by the Customer serve as an agreement for the order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and Customer in writing, the licenses, products and/or services purchased pursuant to the order will begin on or about the start date and continue in effect for the applicable period as set forth in the quote. Unless otherwise set forth herein or agreed to by Lexia in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscriptions and services must be used within the applicable subscription or service period in the applicable quote; unused subscription licenses, materials or services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that Customer fails to make any payment when due following notice.

ACCEPTANCE

All Lexia subscriptions, products and services are offered subject to the Lexia Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms in the applicable quote. By placing an order, Customer confirms its acceptance of the License and the terms and fees in the quote, which together with any previously awarded proposal and/or other associated agreement entered into by Lexia and Customer regarding the Lexia subscriptions, products and services in and as supplemented by the quote, constitute the entire agreement between Customer and Lexia regarding the subscriptions, products and services thereunder (the "Agreement"). Customer and Lexia agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any Customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

3.3.2 PRESENTATION EVALUATION CRITERIA

Q. Proposed Key Staff and Experience; Staff Capacity; Subcontracting

Evaluate longevity and the diversity of key staff experiences in a variety of school models. What roles are subcontractors playing? What is their experience? Will their role be more primary or secondary?

Lexia provides the opportunity for longevity and diversity in a variety of school models. Therefore, Lexia recommends the purchase of a multi-year partnership for ultimate success with Lexia’s programs. The benefits are listed below:

Educational Benefits

Instructional Continuity Supporting Teacher Commitment—A district’s demonstrated long-term commitment to an innovative program and practice sends a consistent message concerning instructional resource priorities and leads to increased commitment and confidence of teachers knowing that the innovation will be sustained and increased usage (which ultimately leads to increased student achievement.)

Sustained Literacy Acceleration—Students gain multi-year benefit from a well-designed structured literacy curriculum that is research-proven and based on the science of reading that progresses from foundational to advanced literacy skills. Lexia programs utilize a systematic and sequential scope and sequences for establishing solid foundational reading skills, then extending those to advanced academic language and literacy skills. For struggling readers, the opportunity for multiple-year continuity of instruction is particularly important in closing the achievement gap. Lexia’s intrinsically motivating design and student dashboards develop a growth mindset necessary for mastering increasingly rigorous academic challenges.

School Leadership Support for a Culture of Data-driven Instruction—A long-term investment in Lexia demonstrates a commitment to the ongoing support of a culture of data-driven, differentiated instruction. Ongoing collaboration among staff and PLC’s around connecting real-time data to teacher-directed instruction and home learning.

Continuously Building Capacity of Administrators and Teacher—Multiple-year sustained implementation success allows teachers and students to build on success from one-year to the next and allows district organizations to build capacity to optimize impact of innovations. **For Teaching Staff**, a multi-year implementation plan provides teachers with the ongoing professional learning and coaching support to fully utilize Lexia resources and develop their domain expertise in data analysis and reading instruction. **For School/District Leadership**, a multi-year implementation plan provides the opportunity to align Lexia’s literacy acceleration tools with district strategic plan and literacy framework.

Financial Benefits

Districts can realize cost savings in several ways by investing in programs for K-12 and partnership services for multiple years, compared to purchasing one year at a time:

- Multi-year Discounts
- Bundle Discounts for Licensing and Success Partnership Services
- Protection from possible future changes in school funding
- Access to Core5 Reading (PreK - 5)

R. Add additional Evaluation Criteria as Necessary

Overall methodology, platform, equity stance

Overall Methodology

Cambium Learning, Lexia's parent company, believes every student has great potential; teachers are mission-critical; and data, instruction, and practice work together to drive performance. Lexia's corporate mission is to change people's lives through the power of language and literacy education.

Overall Platform

Lexia is continuously working to enhance and improve its products and services through educator and student feedback and acknowledges the trends in education to ensure Lexia offers programs that provide an equitable learning experience. Product teams at Lexia generate, track, refine, and prioritize ideas for new product features and enhancements based on input from a wide range of stakeholders, including users (educators, administrators, students) and members of the Lexia Curriculum and Assessment, Research, Implementation Support, Professional Learning, and Customer Technical Support and Care teams.

During the development process, Lexia's Creative, UX, Research, Curriculum and Assessment teams engage with students and educators using paper and digital prototypes to gather feedback and conduct usability tests to support the quality and efficacy of the changes Lexia makes. Lexia's engineering and QA team utilize industry best practices to implement and integrate changes into Lexia's products.

New features or enhancements are prioritized based on how well they meet customers' needs, improve educational value and impact, improve the user experience for students and educators, and innovate at the intersection of teaching, learning, and technology. Major enhancements to product content are typically made once a year to coincide with the school calendar and released in an updated version of the software and app. Maintenance updates are released periodically throughout the year, timed, and scoped to minimize disruption. New offline materials and resources may be added at additional times throughout the year.

Equity Stance

The goal of Lexia’s student programs is to support educators as they provide differentiated literacy instruction for students of all abilities, including students demonstrating differences in how they see, hear, speak, move, read, write, understand English, attend, organize, engage, and remember. The content and pedagogy of Lexia’s programs draws heavily on the principles of UDL and is committed to the continued support of UDL as part of its product roadmaps. All program design includes significant multi-sensory learning opportunities and applies the UDL model when supporting reading and language development.

The **Lexia Product Development Team** engages in a reflective and iterative design, development, and review process that is centered in a Diversity by Design approach. This process and associated protocols, rooted in research-based and reputable curriculum rubrics, provide learners and educators with an experience that is educationally rigorous, substantive, and engaging; to avoid perpetuating or endorsing negative biases or stereotypes; and that is affirming.

The Lexia Product Development Team is committed to continually exploring ways to enhance programs to better reflect and represent the uniqueness and diversity of our users. Examples of this work include the following:

- **Engagement with company-wide Diversity, Equity, and Inclusion (DE&I) Committee** to expand and drive the incorporation of DE&I-informed standards and considerations into design and development practices across our K–12 literacy and language programs.
- **Engagement with respected industry partners**, such as Digital Promise, as part of a sustained commitment to building up professional expertise at Lexia related to culturally responsive curriculum design.
- **Ongoing professional development and training.** Lexia internal teams participate in regular training regarding issues of equity, representation, and culturally responsive and sustaining instructional practices. The shared goal is to explore and provide opportunities to introduce students to diverse authors, illustrators, characters, identities, and cultures through age-appropriate content and contexts.
- **Systematic review of our curriculum and content.** The Product Development Team uses reputable, research-based resources to guide the review and creation of student-facing content through a diversity, equity, and inclusion lens. These resources are commonly used by school districts and departments of education to evaluate classroom content and curricula.

Lexia will continue to expand and operationalize Diversity by Design principles of culturally responsive and inclusive curriculum and content as the Product Development Team conceptualizes and creates new program features and content

S. Add additional Evaluation Criteria as Necessary

Implementation plan, Timeline, online product, Deliverables

Curriculum Products Implementation Plan

Lexia’s District Success Partnerships build capacity of district leaders to support and sustain long-term student achievement through Lexia's solutions. Lexia’s team will focus on helping your district receive maximum impact from its investment while also assisting with building internal capacity.

This partnership provides a Lexia Customer Success Manager who will work directly with the designated district-level contact(s) to set goals, develop a personalized and effective implementation plan, monitor progress during Success Metric and Strategy Meetings, and create a professional learning plan to meet the district’s needs.

	BRONZE	SILVER	GOLD	PLATINUM
Leadership Support				
Success Planning Meeting	✓	✓	✓	✓
Tech Setup Support	✓	✓	✓	✓
Success Metrics Strategy Meetings	2	4	5	6
Professional Learning				
Lexia [®] Academy*	✓	✓	✓	✓
National Live Online	✓	✓	✓	✓
Customer Live Online	2	4	8	12


*myLexia District Admin Role Users only

District-Level Leadership Team Support

<u>Support</u>	<u>Recommended Timing</u>	<u>Description</u>
Success Planning Meeting	Annually	Define desired future state, discuss leadership and educator support options, determine next steps.
Technical Setup Check	Prior to launch	Ensure accounts are created.
Success Metric and Strategy Meetings	Number of meetings dependent on partnership purchased	Review implementation plan, analyze myLexia data, make plan adjustments as needed, overcome barriers/obstacles.

Leadership and Educator Professional Learning

See Lexia’s Professional Learning Catalog for the various sessions available via personalized Live Online, Lexia’s calendar of National Live Online Sessions, and Lexia Academy.

<u>Support</u>	<u>Time Required</u>	<u>Description</u>
Customer Live Online (Up to 40 participants)	45–90-minute sessions	Centralized professional learning for building leaders and/or educators. *Onsite is available for an additional charge.
National Live Online	60 minutes	Relevant and engaging professional learning alongside educators from around the country.
Professional Learning Community Guides	45-90 minutes	Groups of educators can use our PLC guides to collaboratively learn about Lexia products and implement instructional best practices through a series of learning activities.
Asynchronous, Self-Paced Sessions	15-30 minutes	Each session, much like the Lexia facilitated sessions, contains at least one opportunity for application and connection to the educator’s daily work.
	2 hours	Self-paced product onboarding courses.

3.3.3 DEMONSTRATION EVALUATION CRITERIA (GENERALLY SOFTWARE SPECIFIC)

Provide software for testing in a sandbox environment.

For information regarding providing the district with a sandbox environment to test the software, please see the next request and response below.

the **Lexia Product Development Team** engages in a reflective and iterative design, development, and review process that is centered in a Diversity by Design approach. This process and associated protocols, rooted in research-based and reputable curriculum rubrics, provide learners and educators with an experience that is educationally rigorous, substantive, and engaging; to avoid perpetuating or endorsing negative biases or stereotypes; and that is affirming.

The Lexia Product Development Team is committed to continually exploring ways to enhance programs to better reflect and represent the uniqueness and diversity of our users. Examples of this work include the following:

- **Engagement with company-wide Diversity, Equity, and Inclusion (DE&I) Committee** to expand and drive the incorporation of DE&I-informed standards and considerations into design and development practices across our K–12 literacy and language programs.
- **Engagement with respected industry partners**, such as Digital Promise, as part of a sustained commitment to building up professional expertise at Lexia related to culturally responsive curriculum design.
- **Ongoing professional development and training.** Lexia internal teams participate in regular training regarding issues of equity, representation, and culturally responsive and sustaining instructional practices. The shared goal is to explore and provide opportunities to introduce students to diverse authors, illustrators, characters, identities, and cultures through age-appropriate content and contexts.
- **Systematic review of our curriculum and content.** The Product Development Team uses reputable, research-based resources to guide the review and creation of student-facing content through a diversity, equity, and inclusion lens. These resources are commonly used by school districts and departments of education to evaluate classroom content and curricula.

Lexia will continue to expand and operationalize Diversity by Design principles of culturally responsive and inclusive curriculum and content as the Product Development Team conceptualizes and creates new program features and content

Core5 Reading, PowerUp Literacy, Lexia English Demo Accounts

Core5 Reading, PowerUp Literacy, and Lexia English can be fully experienced and explored by following the [Core5 Reading Navigation Guide](#), [PowerUp Literacy Navigation Guide](#), and [Lexia English Navigation Guide](#). This step-by-step guide lets reviewers experience all portions of the program first-hand:

- How to log into the program
- Online, Adaptive Student Experience
- Simple, Actionable Data for Educators
- Resources for Instruction, Practice, and Celebrating Success

The guides provide digital access instructions. The *Online, Adaptive Student Experience* portion of the guide explains how to use Educator Mode, which provides full access to the student program with the ability to move freely among all Levels, Activities, and Units; a student would not be able to move freely within these.

Reynolds School District Demo site ID 7785-0338-7173-5731			
District Administrator			
Last Name	First Name	Username	Password
Admin1	Lexia	Admin1@rsd7.net	Lexiademo
Teachers			
Last Name	First Name	Username	Password
Teacher1	Lexia	Teacher1@rsd7.net	Lexiademo
Teacher2	Lexia	Teacher2@rsd7.net	Lexiademo
Teacher3	Lexia	Teacher3@rsd7.net	Lexiademo
Teacher4	Lexia	Teacher4@rsd7.net	Lexiademo
Teacher5	Lexia	Teacher5@rsd7.net	Lexiademo
Students			
Last Name	First Name	Username	Password
Student1	Lexia	Student1	Lexiademo
Student2	Lexia	Student2	Lexiademo
Student3	Lexia	Student3	Lexiademo
Student4	Lexia	Student4	Lexiademo
Student5	Lexia	Student5	Lexiademo
Student6	Lexia	Student6	Lexiademo
Student7	Lexia	Student7	Lexiademo
Student8	Lexia	Student8	Lexiademo
Student9	Lexia	Student9	Lexiademo
Student10	Lexia	Student10	Lexiademo

LETRS Demo Accounts

To access and experience LETRS, LETRS for Early Childhood Educators, and LETRS for Administrators, please use the usernames and passwords below by logging into the LETRS Login page. The district will have 90 days access from the date of this RFP.

- 🔍 To access the LETRS and LETRS for Early Childhood Educators demo account, please go to <https://samples.voyagersopris.com>
- 🔍 To access the LETRS for Administrators demo account, please go to <https://letrs.com/login>
- 🔍 To help you navigate through the program, please see [LETRS Participants State Here](#).

License Type	Username	Password
LETRS	BankoC2	LexiaReview
LETRS for Early Childhood Educators	BankoC2	LexiaReview
LETRS for Administrators	Reynolds01	LexiaReview
LETRS for Administrators	Reynolds02	LexiaReview
LETRS for Administrators	Reynolds03	LexiaReview

*Please note that passwords are case sensitive.

Aspire Demo Accounts

One participant license and one leader license has been created for demonstration purposes. Please use the username and password below by logging into the Aspire Login page Please note that due to PII concerns, the two licenses are in different Schools in the same District. As a result, the Leader will see empty dashboards and will not be see any progress from the Participant account. The district will have 90 days access from the date of this RFP.

- 🔍 To access the Aspire demo account, please go to <https://lexiaaspire.com/login>
- 🔍 To help you navigate through the program, please see [Aspire Participants State Here](#).

License Type	Username	Password
Participant	ReynoldsParticipant	OregonGrape1899
Leader	ReynoldsLeader	OregonGrape1899

Oregon Department of Education

2023-2024 List of Approved Dyslexia-Related Training Opportunities

[Oregon Administrative Rule \(OAR\) 581-022-2440](#) requires each school district to ensure that at least one Kindergarten-5th grade teacher in each K-5 school receives training from this approved list and inclusive of content in all of the following focus areas: 1) Understanding and recognizing dyslexia; 2) Using evidence-based practices to systematically and explicitly teach the foundational skills in reading; and 3) Intensifying instruction to meet the needs of students with severe reading difficulties, including dyslexia. A teacher may complete a comprehensive training offered by a single vendor or complete training across vendors to collectively address all three focus areas.

The following tables provide information related to each of the currently-approved training opportunities including vendor contact information, focus areas addressed by the training, delivery format, cost, and time needed to complete the training.

Vendor Contact Information	AIM Institute for Learning and Research https://institute.aimpa.org/aim-pathways (215) 948-9515
Title Of Training	<i>Pathways to Proficient Reading with Demystifying Dyslexia</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Asynchronous and Synchronous); Online (Synchronous)
Cost of Training	<i>Pathways to Proficient Reading</i> : Individual cost - \$750; Cohort price with a maximum of 30 participants- \$18,750. <i>Demystifying Dyslexia</i> : \$99 per person, no limit on the number of participants
Length of Training	<i>Pathways to Proficient Reading</i> : approximately 55 hours, including 44 hours of asynchronous learning and attendance at 6 one-hour synchronous video coaching sessions. Course pacing for cohorts can be customized to meet school and district calendars. <i>Demystifying Dyslexia</i> : 3-hour asynchronous learning module
Notes and Considerations	

Vendor Contact Information	Ashlock Consulting, Inc. https://www.ashlockconsulting.com/ (707) 658-2287
Title Of Training	<i>Reading Academy- Series A</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	In-Person
Cost of Training	\$575 per enrollee
Length of Training	30 hours
Notes and Considerations	For more information see: https://www.ashlockconsulting.com/reading-academy-series-a

Vendor Contact Information	Ashlock Consulting, Inc. https://www.ashlockconsulting.com/ (707) 658-2287
Title Of Training	<i>Reading Expert Certification- Series A</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	\$975 per enrollee
Length of Training	45 hours
Notes and Considerations	For more information see: https://www.ashlockconsulting.com/reading-expert-certification-series-a

Vendor Contact Information	Brainspring Orton Gillingham www.brainspring.com 844-680-7094
Title Of Training	<i>Phonics First Level 1 and Structures Level 1</i>
Focus Ares(s) of Training	<input checked="" type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	Hybrid (In-Person and Online); In-Person; Online (Asynchronous); Online (Asynchronous and Synchronous); Online (Synchronous)
Cost of Training	Self Paced- \$1135.00 per person Livestream- \$1135.00 per person In-Person- \$1365.00 per person https://brainspring.com/all-professional-development/
Length of Training	30 hours
Notes and Considerations	Minimum of 15 participants for in-person training. Contact us for self-paced or Livestream options.

Vendor Contact Information	Consortium on Reading Excellence in Education https://www.corelearn.com 888-249-6155 info@corelearn.com
Title Of Training	<i>CORE Online Elementary Reading Academy</i>
Focus Ares(s) of Training	<input checked="" type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	Online (Asynchronous); Online (Asynchronous and Synchronous)
Cost of Training	\$650 per person (materials included)- Participants will receive a copy of CORE's <i>Teaching Reading Sourcebook</i> and <i>Assessing Reading: Multiple Measures</i> textbooks.
Length of Training	This asynchronous course can be scheduled over 7 to 10 weeks. The course consists of an overview and six modules. Each module takes approximately 5 to 7 hours to complete. For more information, visit https://www.corelearn.com/online-elementary-reading-academy/
Notes and Considerations	National cohorts are scheduled regularly throughout the year. A custom cohort requires a minimum of 20 participants.

Vendor Contact Information	Consortium on Reading Excellence in Education https://www.corelearn.com 888-249-6155 info@corelearn.com
Title Of Training	<i>CORE Elementary Reading Academy</i>
Focus Ares(s) of Training	<input checked="" type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	In-Person
Cost of Training	The price for offering the training in two 3-day segments is \$23,000 (\$511.11 per person with 45 participants). The price for offering the training in three 2-day segments is \$25,500 (\$566.67 per person with 45 participants). There is an additional fee of \$193 per person + shipping which includes a copy of CORE's <i>Teaching Reading Sourcebook</i> and <i>Assessing Reading: Multiple Measures</i> textbooks as well as a <i>Participant Resource Guide</i> for the training.
Length of Training	CORE's Elementary Reading Academy is a 6-day training series. Each training day includes 6 hours of content organized into four 90-minute blocks.
Notes and Considerations	Location TBD by districts. Maximum number of participants is 45.

Vendor Contact Information	Eastern Oregon University https://www.eou.edu/college-of-education/ ed@eou.edu 541-962-3380
Title Of Training	<i>EOU Dyslexia Concentration</i>
Focus Ares(s) of Training	<input checked="" type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input checked="" type="checkbox"/> Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	Registration: \$25 for non-degree seeking; 15 credits at a cost of \$510/credit
Length of Training	4 or 5 academic terms are required to complete the <i>Dyslexia Concentration</i> .
Notes and Considerations	

Vendor Contact Information	Edison Teaching and Learning Center https://edisonhs.org/resources/edison-teaching-and-learning-center.html 503-267-7853
Title Of Training	<i>Orton-Gillingham Associate, Part 1: Classroom Educator</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Asynchronous and Synchronous); Online (Synchronous)
Cost of Training	The cost of the course is \$1040 plus materials (approximately \$115). A discount is available for 10+ participants from a school or school district. The prerequisite OGA Subscribers Course is \$50.
Length of Training	The course is 30 hours, with an additional 10 hours to complete the required prerequisite, <i>OGA Subscriber Course</i> . An optional practicum experience is available.
Notes and Considerations	Maximum 25 participants

Vendor Contact Information	Glean Education www.gleaneducation.com Jessica Hamman jessica@gleaneducation.com
Title Of Training	<i>Understanding and Recognizing Dyslexia</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) <input type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	\$35 per teacher. Discount may be given for multiple teachers depending on cohort number and duration of the enrollment window. https://courses.gleaneducation.com/courses/dyslexia
Length of Training	Approximately 1.5 hours (self-guided)
Notes and Considerations	This training is flexible, self-guided, and on-demand.

Vendor Contact Information	Glean Education www.gleaneducation.com Jessica Hamman jessica@gleaneducation.com
Title Of Training	<i>Comprehensive Dyslexia & Literacy Bundle</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	\$208. This is a special price for OR teachers. Please use the following link to access this discounted price: https://courses.gleaneducation.com/bundles/comprehensive-dyslexia-and-literacy-bundle?coupon=ORTeachers
Length of Training	18 hours + 9-week practicum (self-guided)
Notes and Considerations	This training is flexible, self-guided, and on-demand.

Vendor Contact Information	Hamilton County Educational Service Center https://www.hcesc.org/teaching/orton-gillingham/caren.karlage@hcesc.org 859-912-2400
Title Of Training	<i>Hamilton County ESC Orton-Gillingham Multisensory Reading Program</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	For information related to cost, visit: https://www.hcesc.org/wp-content/uploads/2023/02/HC-Overview-2-22-2023.pdf
Length of Training	Practicum I - Average of about 5-6 hours per week for 16 weeks. Practicum II - Average about 3-4 hours per week for 9 months.
Notes and Considerations	Prerequisite(s): Bachelor's Degree; Knowledge of the sounds of the English language

Vendor Contact Information	Institute for Multi-Sensory Education info@imse.com
Title Of Training	<i>IMSE Comprehensive Orton-Gillingham Plus Training</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Synchronous), In-Person
Cost of Training	\$1500 (includes all training materials and shipping)- Volume and voucher pricing are available. For more information, visit: https://imse.com/private-district-trainings/
Length of Training	30 hours- For more information, visit: https://imse.com/training/ . Alternate schedule options are available.
Notes and Considerations	For groups of 30 or more, and to connect with a dedicated training contact, inquire at info@imse.com

Vendor Contact Information	Keys to Literacy https://keystoliteracy.com/oregon-department-of-education-dyslexia-training/ 978-948-8511 info@keystoliteracy.com
Title Of Training	<i>Keys to Beginning Reading</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> <input type="checkbox"/> Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	In-Person; Online (Asynchronous and Synchronous); Online (Synchronous)
Cost of Training	Option 1 Facilitated Online Course: \$307 per person for online course plus \$9000 for 5, half-day virtual-live meetings for up to 35 per cohort. Option 2 Virtual-Live Training (no online course): \$20,300 for 7 days of training for up to 35 per cohort.
Length of Training	Option 1: Facilitated Online course = 36 hours of asynchronous online time, plus 12 hours of virtual-live facilitated meetings. Option 2: Virtual-Live Training = 7 days of training
Notes and Considerations	Maximum cohort size: 35

Vendor Contact Information	Keys to Literacy https://keystoliteracy.com/oregon-department-of-education-dyslexia-training/ 978-948-8511 info@keystoliteracy.com
Title Of Training	<i>Understanding Dyslexia</i>
Focus Ares(s) of Training	<input checked="" type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	In-Person; Online (Asynchronous and Synchronous); Online (Synchronous)
Cost of Training	Facilitated Online Course: \$99 per person for 6 hour online course, plus \$1800 for live, virtual 2-hour meeting, for up to 35 per cohort. Live-Virtual 1 day training (no online course): \$2900 for a cohort of up to 35.
Length of Training	Facilitated Online Course: 6 hours of asynchronous online course time, plus a 2-hour virtual, live meeting with a trainer.
Notes and Considerations	Maximum cohort size: 35

Vendor Contact Information	Lexia Learning Systems LLC www.lexialearning.com contracts@lexialearning.com lexia_orders@lexialearning.com 800-435-3942
Title Of Training	<i>LETRS® (Language Essentials for Teachers of Reading and Spelling) Suite</i>
Focus Ares(s) of Training	<input checked="" type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input checked="" type="checkbox"/> Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	Please visit https://www.lexialearning.com/company/contact-sales to get quotes from a Lexia sales representative.
Length of Training	For information related to the length of this training, please visit: https://www.lexialearning.com/company/contact-sales to contact a Lexia sales representative.
Notes and Considerations	Lexia sales representatives can support individualized needs or special circumstances.

Vendor Contact Information	Oregon Dyslexia Institute http://www.oregondyslexiainstitute.com/ lamping.odi@gmail.com
Title Of Training	<i>Orton-Gillingham Teacher Training</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Hybrid (In-Person and Online); In-Person; Online (Asynchronous)
Cost of Training	\$1200 per individual includes materials; or \$8650 per group (up to 25 participants) + \$225/trainee materials + school prints notes per teacher
Length of Training	40 total hours, including 30 hours in-person or online synchronously (6 hours per day over a 5 day period) and 10 hours online asynchronously.
Notes and Considerations	

Vendor Contact Information	Pacific University Karren Timmermans https://www.pacificu.edu/academics/colleges/college-education/school-learning-teaching/education-teaching-programs/endorsements-specializations-certificates/dyslexia-certificate 541-632-8812
Title Of Training	<i>Dyslexia Certificate Program</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Asynchronous and Synchronous)
Cost of Training	Tuition and fees were \$7,156 for the Dyslexia Certificate Program for 2022-2023. Cost of course materials is <\$100. For updated information, visit: https://www.pacificu.edu/academics/colleges/college-education/school-learning-teaching/education-teaching-programs/endorsements-specializations-certificates/dyslexia-certificate/tuition-fees
Length of Training	The dyslexia certificate program includes five 3-credit master's level courses and can be completed in 3 semesters. Synchronous classes meet on M/W from 4:30-7:30 PT. The 15-credit program can be added to a MEd or other endorsement program for financial assistance.
Notes and Considerations	Tuition discounts may be available to cohorts of 15 or more.

Vendor Contact Information	PDX Reading Specialist info@pdxreading.com www.pdxreading.com 503-747-3491
Title Of Training	<i>Comprehensive Dyslexia Related Training</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	Online (Synchronous)
Cost of Training	\$999 (includes all training materials) For more information, visit: https://pdxreading.com/how-we-help/training/
Length of Training	The <i>Comprehensive Dyslexia Related Training</i> is a six-day training (8:00am-3:00pm each day).
Notes and Considerations	

Vendor Contact Information	Slingerland Literacy Institute mail@slingerland.org www.slingerland.org 425-453-1190
Title Of Training	<i>Techniques for Teaching Reading Skills</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> <input type="checkbox"/> Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	In-Person
Cost of Training	The cost of the class is \$1,000 per participant. This includes access to all necessary texts and a set of instructional tools for each participant.
Length of Training	20 hours
Notes and Considerations	This class is approved for 1.5 graduate level extension credits through University of San Diego. Registration for extension credits must happen ON or BEFORE the first day of the workshop. Minimum of six participants per class. For more information, visit: https://www.slingerland.org/classes .

Vendor Contact Information	The Blosser Center for Dyslexia Resources http://www.theblossercenter.org/ 503-234-4060
Title Of Training	<i>Orton-Gillingham Teacher Training</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) ✓ Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) ✓ Intensifying Instruction (II)
Training Format	In-Person; Online (Asynchronous and Synchronous)
Cost of Training	\$1,200 per participant (includes materials); Group rates available
Length of Training	30 hours of synchronous training and 10 hours of asynchronous training
Notes and Considerations	

Vendor Contact Information	The International Dyslexia Association-Oregon Branch Danielle Thompson danielle@orbida.org info@orbida.org https://or.dyslexiaida.org/ 503-218-3727
Title Of Training	<i>Understanding and Recognizing Dyslexia</i>
Focus Ares(s) of Training	<ul style="list-style-type: none"> ✓ Understanding and Recognizing Dyslexia (URD) <input type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	Hybrid (In-Person and Online); In-Person; Online (Synchronous)
Cost of Training	\$100 per participant (materials included)
Length of Training	4 hours
Notes and Considerations	Flexible training dates on demand; Our award-winning Student Empowerment Panel will be part of the training. For more information, visit: https://or.dyslexiaida.org/educatorsgrid/presentations-and-trainings/

Vendor Contact Information	The Literacy Architects www.theliteracyarchitects.com info@theliteracyarchitects.com
Title Of Training	<i>Foundational Skills Self-paced Course Bundle</i>
Focus Ares(s) of Training	<input type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	Online (Asynchronous)
Cost of Training	\$500 per participant (includes six months of course access)
Length of Training	31 hours
Notes and Considerations	For more information, please visit: https://theliteracyarchitects.com/oregon

Vendor Contact Information	95 Percent Group https://www.tools4reading.com/top-10-tools support@95percentgroup.com 847-499-8200
Title Of Training	<i>Top 10 Tools</i>
Focus Ares(s) of Training	<input type="checkbox"/> Understanding and Recognizing Dyslexia (URD) <input checked="" type="checkbox"/> Using Evidence-Based Practices to Teach the Foundational Skills in Reading (FSR) <input type="checkbox"/> Intensifying Instruction (II)
Training Format	Online (Asynchronous and Synchronous)
Cost of Training	Standard Course: \$500 per individual for a one-year license; IDA Accredited Course: \$1,000 for a one-year license. This option requires the purchase of a textbook (not offered by 95 Percent Group/Top 10 Tools).
Length of Training	Standard Course: 42.5 hours; IDA Course: 45 hours
Notes and Considerations	For more information, visit https://www.tools4reading.com/top-10-tools

Exhibit A

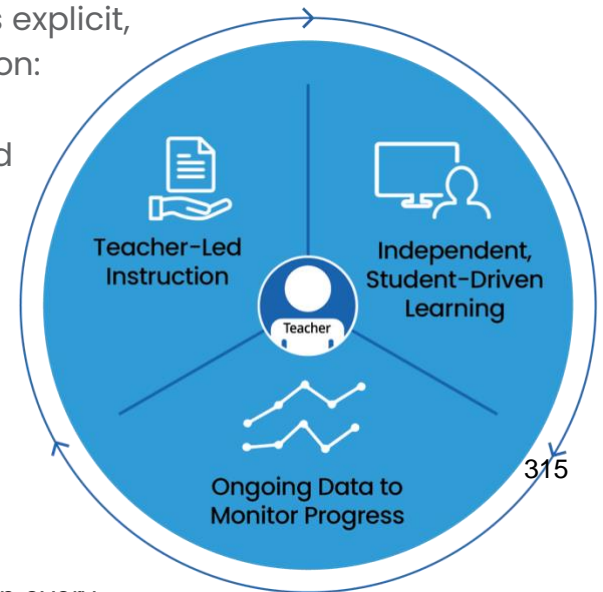
Lexia® Core5® Reading

Oregon’s Early Literacy Framework

Lexia® Core5® Reading supports educators in providing differentiated literacy instruction for students of all abilities in grades Pre-K through 5. Lexia’s research-proven program provides explicit, systematic, personalized learning in the six primary areas of reading instruction: Phonological Awareness, Phonics, Structural Analysis, Automaticity/Fluency, Vocabulary and Comprehension. Core5 targets skill gaps as they emerge and provides teachers with the data and student-specific resources they need for individual or small-group instruction.

The Oregon Early Literacy Framework consists of eight sections that ***“work in reciprocity with one another to help reinforce culturally responsive practice and reading science as fundamental to children’s literacy and multilingual development.”*** This framework aims to be a primary resource or mentor text for K-5 classroom teachers, school leaders, and everyone committed to seeing literacy learning maximized for every student through high-quality instruction. Oregon’s Early Literacy Framework:

- Builds momentum and capacity for strengthening belonging and literacy instruction in every elementary classroom;
- Enables children to leave elementary school proficient in reading and writing in one or more languages, with as many opportunities to build on their funds of knowledge in additional languages as possible; and
- Speaks to the comprehensive nature of literacy instruction.



Core5 & Oregon’s Early Literacy Framework

This document provides an overview of how Core5 addresses the guidelines outlined in the Oregon Department of Education’s Early Literacy Framework. Evaluators are encouraged to consult the program’s [Scope-and-Sequence](#) and demo pathways for a deeper understanding of instructional practices. The table below highlights aspects of Core5 that address the eight sections of the framework.

Oregon’s Framework	How Core5 Addresses the Framework
<p>Section 1: Student Belonging: A Necessary Condition for Literacy Learning</p> <ul style="list-style-type: none"> • Culturally Responsive Practices • High Expectations with Responsive Support • Diverse Text • Social Emotional Learning and Literacy 	<p><i>Core5 Reading seeks to convey equitable and multidimensional representations of people across lines of diversity including race, culture, language background, gender, ability, socio-economic status, community, and national origin. Core5 also emphasizes responsive support, diverse text representation, and social emotional learning. Core5...</i></p> <ul style="list-style-type: none"> • Integrates representations throughout the program’s illustrations, photographs, and texts in ways that validate diverse experiences, promote positive self-images, and cultivate an inclusive understanding of the world. • Provides access to content that reflects rigorous goals, while offering targeted and responsive instructional supports to help students reach goals. • Interweaves strategies for building social emotional learning (SEL) and literacy by providing an environment of encouragement with an understanding that learning is ongoing and provides students with a safe place to try, fail, and retry. • Supports student’s agency and growth mindset, giving students a choice over their pace through the program, by offering awareness over performance progress and ancillary resources. • Offers students and their families a variety of resources to support learners’ achievement and ongoing learning, such as translated parent letters.

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Oregon’s Framework	How Core5 Addresses the Framework
	<p>To learn more, please see the Pedagogy Overview: Sustaining Culturally Responsive and Sustaining Learning Environments</p>
<p>Section 2: Family & Community Partnerships</p> <ul style="list-style-type: none"> • Literacy Starts at Home • Literacy Learning Before Kindergarten • Supporting Literacy Through Expanded Learning 	<p>Core5 Reading recognizes the crucial role of family and community partnership in supporting literacy development. By offering a range of resources and tools, Core5 provides support to families and caregivers in promoting literacy learning at home and during summer and school breaks. Core5...</p> <ul style="list-style-type: none"> • Includes PreK online and offline resources to support early literacy development • Offers School-to-home letters, available in multiple languages, including Spanish, Mandarin, Haitian-Creole, Arabic, Vietnamese, Portuguese, French, and Korean. • Provides At-Home activity sheets that guide families in building reading skills. • Offers student choice boards that encourages exploration, independent decision-making, and active engagement with language and literacy skills. • Includes newsletters with hands-on activities to promote literacy development at home. <p>To learn more, please see School to Home Resources (Demo Credentials- Username: class@core5demo.com Password: success)</p>
<p>Section 3: Oral Language as the Root of Literacy</p>	<p>Core5 Reading recognizes the role that semantics play in literacy development and provides ample opportunities for students to practice and apply foundational literacy skills such as phonics, phonemic awareness, comprehension, and decoding. Core5...</p> <ul style="list-style-type: none"> • Supports students in developing strong fundamental literacy skills through a blend of student-driven learning and teacher-led instruction. • Offers multiple opportunities for students to build vocabulary and an understanding of word relationships through activities focused on categorization, multiple meaning words,

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Oregon's Framework	How Core5 Addresses the Framework
<ul style="list-style-type: none"> The Role of Oral Language in Early Literacy Development An Expansive Perspective of Oral Language 	<p>shades of meaning, synonyms, and antonyms, similes and metaphors, analogies, and academic language.</p> <ul style="list-style-type: none"> Develops students phonological and phonemic awareness through activities focused on rhyming, blending, segmenting, and sound manipulation. Foster's academic vocabulary through direct and deep instruction through multifaceted topics and text. Fosters students' reading comprehension by engaging them with progressively challenging texts that feature diverse genres and text types. <p><i>To learn more, please see Core5 & The Science of Reading</i></p>
<p>Section 4: Foundational Skills</p> <p>Five Models of Reading and the Essential Components of Literacy</p>	<p><i>Core5 Reading's approach to literacy instruction is grounded in the Science of Reading and evidence-based practices, ensuring that students receive instruction that has been proven to accelerate the development of foundational literacy skills. Core5....</i></p> <ul style="list-style-type: none"> Provides targeted instruction in six critical areas of reading, including phonemic awareness, phonics, vocabulary, fluency, structural analysis, and comprehension Adaptive learning technology enables students to progress at their own pace and receive personalized support in areas where they need it most, fostering a sense of agency and ownership in their learning. Explicitly builds the components of word recognition through Phonological Awareness, Phonics, and Fluency activities. Fosters language comprehension through explicit instruction focused on language structures, background knowledge, and literacy knowledge.

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Oregon's Framework	How Core5 Addresses the Framework
	<ul style="list-style-type: none"> Incorporates dedicated lessons and activities that introduce and practice vocabulary. Students are exposed to new words in meaningful context and engage in activities that promote word recognition, understanding, and usage. <p>To learn more, please see the Core Science of Reading Scarborough's Rope</p>
<p>Section 5: Beyond Foundational Skills</p> <ul style="list-style-type: none"> Overview of Foundational Skills Instructional Considerations for Foundational Skills Specific Strategies 	<p><i>Core5 Reading provides explicit, systematic, and comprehensive instruction in foundational literacy skills. The program incorporates research-based strategies and instructional considerations outlined in Oregon's framework to support the development of strong foundational skills in students. Core5...</i></p> <ul style="list-style-type: none"> Incorporates instructional strategies, such as explicit instruction, systematic instruction, precise language, repeated practice, and opportunities for response and interaction. Utilizes feedback to support students' learning and growth. Systematically develops students' comprehension skills by building their language comprehension, print awareness, and critical engagement with texts. Integrates vocabulary instruction throughout the program, aiming to help students develop word-learning strategies. Incorporates activities that foster critical thinking, context clue analysis, word relationships, and word meanings. Includes warm-up activities and review units to consolidate previously learned skills and promote automaticity. <p>To learn more, please see Core5 Pedagogy Papers: Pedagogy Overview: Phonics</p>

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Oregon's Framework	How Core5 Addresses the Framework
<p>Section 6: Writing, Reading Comprehension, Vocabulary, & Background Knowledge</p> <ul style="list-style-type: none"> • Text-Rich Environment and Connected Text • Building Background Knowledge & Vocabulary • Reading Comprehension • Writing 	<p><i>Core5 Reading takes a comprehensive approach to fostering students' literacy growth by placing a strong emphasis on creating a text-rich environment and providing connected text experiences. Core5 actively works towards building students' background knowledge, developing their vocabulary, and promoting the mastery of essential comprehension skills. Core5...</i></p> <ul style="list-style-type: none"> • Provides diverse genres and content, including narrative and informational texts to support reading accuracy, fluency, and comprehension • Integrates activities and texts that build students' knowledge across subject areas, such as science, to enhance their exposure to vocabulary and content knowledge on a broad range of topics. • Utilizes explicit vocabulary instruction and word-learning strategies to develop students' vocabulary breadth and depth. • Introduces and practices academic vocabulary words, emphasizes word relationships, and provides opportunities for students to use context clues and analyze word meanings. Additionally, Core5 integrates vocabulary development throughout the program, ensuring continuous exposure and reinforcement of vocabulary knowledge. • Teaches comprehension strategies such as activating prior knowledge, questioning, visualizing, summarizing, and drawing inferences. Core5 also teaches students to identify and use text structures, recognize important information and understand how ideas are organized. • Offers writing prompts, checklists, and rubrics to guide and evaluate students' writing. <p><i>To learn more, please see Pedagogy Overview: Comprehension</i></p>



Key Evidence-Based Practices for Oregon's Early Literacy Framework

Core5 Reading Program Components

Core5 offers a comprehensive reading program that combines both online and offline components. The online program provides personalized instruction and practice in the six key areas of reading, adapting to each student's needs and aligning with State Standards. Additionally, Core5 provides offline instructional materials, such as Lexia Lessons, Skill builders, and Connections. These materials support face-to-face instruction and can be used in various class settings, including individual, small-group, or whole-class instruction. The combination of online and offline components in Core5 creates a blended learning experience that ensures students receive comprehensive and personalized reading instruction.

The Instructional Materials Include:

- **Lexia Lesson:** Targeted materials for face-to-face instruction, with lessons automatically recommended based on student performance in the online program. They are designed for individual, small-group, or whole-class instruction and can be supplemented with hands-on materials
- **Lexia Skill Builders:** Practice materials that reinforce and extend online learning, automatically recommended for students who have completed online activities. They can be used for independent practice, peer collaboration, and assigned in various settings. 321
- **Lexia Connections:** Games and activity suggestions that target key components of literacy. They introduce, reinforce, or extend student progress in the online program, support flexible implementation, and are linked to content-area instruction.
- **Hub Resources:** Additional resources provided by Core5 Reading include Lexia Decodable Readers for systematic practice of foundational reading skills, Lexia Close Reads for critical reading and analysis, the Writing Prompt Pack for focused composition practice, and Fluency Passage Packs for reading fluency development.



Key Ideas for Each Section of Oregon’s Early Literacy Framework

The chart below identifies Core5 Reading program components that support key ideas for each section of Oregon’s Early Literacy Framework.

Key Ideas for Oregon’s Early Literacy Framework	Components of Core5 Reading Oregon’s Early Literacy Framework				
	Online Program	Lexia Lessons	Connections	Skill Builders	Hub Resources
Section 1: Student Belonging – A Necessary Condition for Literacy Learning					
Culturally Responsive Practices	●	n/a	n/a	n/a	●
Social Emotional Learning	●	n/a	n/a	n/a	●
Section 2: Family & Community Partnerships					
Literacy Starts at Home	●	n/a	n/a	n/a	●
Literacy Learning Before Kindergarten	●	●	●	●	●
Section 3: Oral Language as the Root of Literacy Development					
Oral language Skills and Text-Based language Skills are Interrelated	●	●	●	●	●

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Key Ideas for Oregon’s Early Literacy Framework	Components of Core5 Reading Oregon’s Early Literacy Framework				
	Online Program	Lexia Lessons	Connections	Skill Builders	Hub Resources
Section 4: Reading Models Based in Research					
Five Models of Reading and the Essential Components of Literacy	●	●	●	●	●
Section 5: Foundational Skills					
Overview of Foundational Skills	●	●	●	●	●
Instructional Considerations for Foundational Skills	●	●	●	●	●
Specific Strategies	●	●	●	●	●
Section 6: Writing, Reading Comprehension, Vocabulary, & Background Knowledge					
Text-Rich Environment and Connect Text	●	●	n/a	n/a	●
Building Background Knowledge and Vocabulary	●	●	●	●	●
Reading Comprehension	●	●	●	●	●

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Key Ideas for Oregon’s Early Literacy Framework	Components of Core5 Reading Oregon’s Early Literacy Framework				
	Online Program	Lexia Lessons	Connections	Skill Builders	Hub Resources
Writing	n/a	●	●	●	●
Section 7: Core Instruction & Assessment					
Supporting Students in Accessing Core Instruction	●	●	●	●	●
Assessment as an Accelerant for Learning and Prevention	●	●	●	●	●
Coherent, Comprehensive, & Continuous Assessment Systems	●	●	●	●	●
Section 8: Reaching All Learners					
Supporting Multilingual Learners	●	●	●	●	●
Supporting Students with Reading Difficulties, Reading Disabilities, & Dyslexia	●	●	●	●	●

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Exhibit A

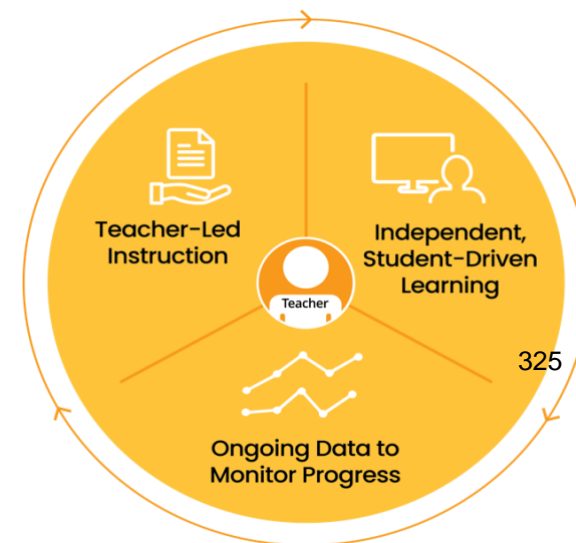
Lexia® English Language Development™

Oregon’s Early Literacy Framework

Lexia® English Language Development™ is an adaptive blended learning, speaking, and listening program that supports students’ English language development through academic conversations via online and teacher-led offline instruction. Lexia English is uniquely suited to support the Oregon’s Early Literacy Framework by providing students in grades K-5 with an engaging, individualized approach to improve language proficiency. It integrates speaking, listening, and grammar, while emphasizing the language of content in Math, Science, Social Studies, General Knowledge, and Biographies.

The Oregon Early Literacy Framework consists of eight sections that ***“work in reciprocity with one another to help reinforce culturally responsive practice and reading science as fundamental to children’s literacy and multilingual development.”*** This framework aims to be a primary resource or mentor text for K-5 classroom teachers, school leaders, and everyone committed to seeing literacy learning maximized for every student through high-quality instruction. Oregon’s Early Literacy Framework:

- Builds momentum and capacity for strengthening belonging and literacy instruction in every elementary classroom;
- Enables children to leave elementary school proficient in reading and writing in one or more languages, with as many opportunities to build on their funds of knowledge in additional languages as possible; and
- Speaks to the comprehensive nature of literacy instruction.



Lexia English & Oregon’s Early Literacy Framework

This document provides an overview of how Lexia English addresses the guidelines outlined in the Oregon Department of Education’s Early Literacy Framework. Evaluators are encouraged to consult the program’s Scope and Sequence and demo pathways for a deeper understanding of instructional practices. The table below highlights aspects of Lexia English that address the eight sections of the framework.

Oregon’s Framework	How Lexia English Addresses the Framework
<p>Section 1:</p> <p>Student Belonging: A Necessary Condition for Literacy Learning</p>	<p>Lexia English embraces culturally responsive pedagogy that leverages culture in curricular and instructional planning. This pedagogy engages students, promotes ownership of learning, and celebrates student experiences. Lexia English...</p> <ul style="list-style-type: none"> • Designs culturally responsive and sustaining pedagogy that provide opportunities to relate learning to students and allow them to share their lived experiences • Encourages classroom conversations to always be conducted in a safe learning environment • Leverages the diverse cultures and identities of all learners as tools to support academic achievement and as avenues that can inspire and support a sense of belonging • Embraces linguistic differences, such as accent variation, and regards them as critical resources to help learners reach their full potential and enrich the world • Supports student’s agency and growth mindset, giving students a choice over their pace through the program, along with awareness and ownership of performance and progress • Builds cultural awareness through diverse text by addressing the experiences of diverse populations • Interweaves strategies for building social emotional learning (SEL) and literacy by providing an environment of encouragement with an understanding that learning is ongoing and giving students a safe place to try, fail, and retry

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Oregon's Framework	How Lexia English Addresses the Framework
<p>Section 2: Family & Community Partnerships</p>	<p>Lexia English believes in and supports a strong and fluid relationship between home and school. Lexia English...</p> <ul style="list-style-type: none"> • Positions families and guardians as integral partners that are essential to learners' academic and socioemotional success • Offers students and their families a variety of resources to support learners' achievement and ongoing learning, such as translated parent letters • Builds a bridge between school and home with these resources
<p>Section 3: Oral Language as the Root of Literacy Development</p>	<p>Employing both expressive and receptive language, Lexia English provides multilingual learners with personalized oral language practice. Lexia English allows learners to achieve fluency and automaticity with the English language. This includes...</p> <ul style="list-style-type: none"> • Allowing for personalized interactions and conversations through purposeful repetition, offering students ample opportunities to practice in a non-judgmental setting • Focusing on language frames in which students learn about the semantics of English grammar • Skill Builders lessons which are based on presentations, enriching students' oral language development by engaging them with academic, personal, and culturally-relevant content through writing, oral expression, and peer assessment • The characters in Lexia English who are all multilingual and represent the top 13 languages spoken in the United States; all 17 characters have a different home language and most of them have accents like all speakers of English • Lexia English's motto, "Multilingualism is a superpower"

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Oregon's Framework	How Lexia English Addresses the Framework
<p>Section 4: Reading Models Based in Research</p>	<p>Lexia English is based on the science of language acquisition. It draws on multiple disciplines to create powerful instructional models that are valuable for all students which are critical to ensure educational equity for multilingual learners. Lexia English...</p> <ul style="list-style-type: none"> • Draws upon research supporting best practices around language acquisition, such as the following theories: natural approach, interaction hypothesis, output hypothesis, corrective feedback, and functions of language • Creates activities to support and work in tandem with the foundational skills of reading and writing • Positions listening and speaking skills and comprehension strategies as pillars of learning to support reading and writing • Provides students the opportunity to practice text-comprehension skills and strategies • Elicits verbal reasoning through the comprehension skill and strategy assigned to each online encounter and teacher-led lesson • Features writing activities to further enhance the relationship between written expression and text comprehension • Provides substantial grounding for culturally responsive practice as an influencing factor in learning to read and write

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Oregon's Framework	How Lexia English Addresses the Framework
<p>Section 5: Foundational Skills</p>	<p>Oral language is foundational to language development. As such, Lexia English...</p> <ul style="list-style-type: none"> • Builds upon the student's home language and diverse linguistic repertoire • Supports reading and writing through oral language, which is the foundation for word reading and comprehension • Provides a strong foundation of oral language development to support multilingual learners to reach higher levels of English reading fluency • Employs language frames that are introduced via the gradual release format: I do, We do, You do • Teaches language structures and syntax via language frames associated with each online encounter and teacher-led lessons • Increases language comprehension and background knowledge through exposure to a variety of texts and classroom conversations (whole-group, small-group, and peer-to-peer)
<p>Section 6: Writing, Reading Comprehension, Vocabulary, & Background Knowledge</p>	<p>Lexia English helps multilingual learners acquire higher language proficiency levels of English. It integrates three key areas, speaking, listening, and grammar, while emphasizing the language of content in math, science, social studies, general knowledge, and biographies, so students gain language skills and subject knowledge. This includes...</p> <ul style="list-style-type: none"> • Providing students opportunities to listen to complex text in the online program and teacher-led lessons • Activating students' background knowledge as valuable resources for their success • Infusing literacy learning with stories, activities, and tasks that represent the students' interests, personal experiences, and language • Helping students understand the uses and purposes of text and the power of text to communicate, convey information, and narrate • Multimedia that provides knowledge and word-rich learning experiences for all students

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Oregon's Framework	How Lexia English Addresses the Framework
	<ul style="list-style-type: none"> • Incorporating listening comprehension skills and strategies in each online and offline lesson, which support reading comprehension and writing • Graphic organizers that support students' understanding of text structure and vocabulary • Providing opportunities to engage with text through discussion and peer work in teacher-led lessons • Skill Builders lessons that <ul style="list-style-type: none"> ○ Connect reading and writing to communicate and solve real issues ○ Provide structured opportunities to develop written language skills in various writing genres through oral presentations ○ Language frames that help student generate and organize ideas into written words, phrases, and sentences
<p>Section 7: Core Instruction & Assessment</p>	<p>Lexia English supports core instruction by providing multilingual students with necessary listening and speaking practice that address their unique needs. Both the online program and offline teacher-led lessons incorporate several assessment opportunities that personalize student learning and address student progress on lesson learning goals. Lexia English...</p> <ul style="list-style-type: none"> • Provides students with a one-time, adaptive auto placement assessment to determine the correct entry point into the Lexia English program • Personalizes learning through the online program's 2-step branching, which supports individual needs as students progress through levels and content at their own pace • Differentiates instruction with supports and insights for teachers and administrators powered by Lexia's patented Assessment Without Testing® technology • Incorporates responsive, scaffolded instruction that allows students to develop a sense of identity and community along with their language skills • Provides student goal setting and progress tracking worksheets and achievement charts

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Oregon's Framework	How Lexia English Addresses the Framework
	<ul style="list-style-type: none"> • Offers opportunities for peer discussion during small group instruction and formative assessment of student progress in teacher-led lessons • Leverages student identity, data use, and teacher expertise to bring educational equity to multilingual students
<p>Section 8: Reaching All Learners</p>	<p>Honoring the lived experiences of students, Lexia English embraces a growth mindset and culturally sustaining and responsive practices that enables multilingual learners' English language and literacy development. Lexia English...</p> <ul style="list-style-type: none"> • Holds an asset-based view of our learners and use their strengths to support academic success, language development, and well-being • Believes that multilingualism is a national resource in an increasingly globalized world and a skill that will continue to grow in demand in the years to come • Strengthens oral language development through explicit connections to reading and writing instruction in Skill Builders lessons • Incorporates receptive, productive, and interactive modalities (e.g., listening, speaking, reading, writing) in online program and offline materials • Allows multilingual students to progress through levels and content at their own pace with Assessment Without Testing® • Invites families to continue literacy development at home with home use letters that explain how students can log in to Lexia English at home

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Key Evidence-Based Practices for Oregon's Early Literacy Framework

Lexia English Program Components

Lexia English is comprised of two parts:

- 1) a series of individualized, interactive learning units that students complete independently online; and
- 2) targeted teacher-led lessons designed to provide additional learning support and expansion opportunities with newly learned skills.

The **Online Program** consists of listening, speaking, and grammar units that prepare students to

- Participate in classroom conversations with peers and teachers,
- Listen to stories and conversations and answer questions based on the text, and
- Use and manipulate the target grammar words and phrases used in language frames.

Offline Teacher-led Instruction include the following components.

- **Listening Practice Lessons** prepare students to listen, read, and answer questions about a text, and provide additional opportunities for students to learn the listening skill and sentence frames presented during the online encounters.
- **Speaking Practice Lessons** prepare students to listen, read, and write the sentence frames, and provide additional opportunities for students to apply the sentence frames in written work.
- **Speaking Practice Decks**, a complement to the Speaking Practice Lessons, are designed to engage students in active participation. These lessons include interactive questions and activities based on the target language frames of the lesson, graphic organizers, visual elements, and presentation features.
- **Skill Builders** are designed to help students further engage with content through writing tasks and speaking routines with a focus on oral presentation skills and peer feedback. Graphic organizers related to genre and text structure are included.
- **Hub Resources**, accessible through the Educator Platform (myLexia), offer additional guidance and tools for educators to support student learning, such as parent resources, tools to celebrate student achievement, and teacher guidance and professional learning documents.

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The table below identifies Lexia English program components that support key ideas for each section of Oregon’s Early Literacy Framework.

Key Ideas for Oregon’s Early Literacy Framework	Components of Lexia English that Support Oregon’s Early Literacy Framework					
	Online Program	Listening Practice Lessons	Speaking Practice Lessons	Speaking Practice Slide Decks	Skill Builders	Hub Resources
Section 1: Student Belonging – A Necessary Condition for Literacy Learning						
Culturally Responsive Practices	●	●	●	●	●	●
Social Emotional Learning	●	●	●	●	●	●
Section 2: Family & Community Partnerships						
Literacy Starts at Home	n/a	n/a	n/a	n/a	n/a	●
Literacy Learning Before Kindergarten	n/a	n/a	n/a	n/a	n/a	n/a
Supporting Literacy Through Expanded Learning	n/a	n/a	n/a	n/a	n/a	●
Section 3: Oral Language as the Root of Literacy Development						
The Role of Oral Language in Early Literacy Development	●	●	●	●	●	●

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Key Ideas for Oregon’s Early Literacy Framework	Components of Lexia English that Support Oregon’s Early Literacy Framework					
	Online Program	Listening Practice Lessons	Speaking Practice Lessons	Speaking Practice Slide Decks	Skill Builders	Hub Resources
An Expansive Perspective of Oral Language	●	●	●	●	●	●
Section 4: Reading Models Based in Research						
Five Models of Reading and the Essential Components of Literacy	●	●	●	●	●	●
Section 5: Foundational Skills						
Overview of Foundational Skills	●	●	●	●	●	●
Instructional Considerations for Foundational Skills	n/a	n/a	n/a	n/a	n/a	n/a
Section 6: Writing, Reading Comprehension, Vocabulary, & Background Knowledge						
Text-Rich Environment and Connect Text	●	●	●	●	●	n/a
Building Background Knowledge and Vocabulary	●	●	●	●	●	●
Reading Comprehension	n/a	●	n/a	n/a	●	n/a
Writing	n/a	n/a	●	●	●	n/a

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Key Ideas for Oregon’s Early Literacy Framework	Components of Lexia English that Support Oregon’s Early Literacy Framework					
	Online Program	Listening Practice Lessons	Speaking Practice Lessons	Speaking Practice Slide Decks	Skill Builders	Hub Resources
Section 7: Core Instruction & Assessment						
Supporting Students in Accessing Core Instruction	●	●	●	●	●	n/a
Assessment as an Accelerant for Learning and Prevention	●	●	●	●	●	n/a

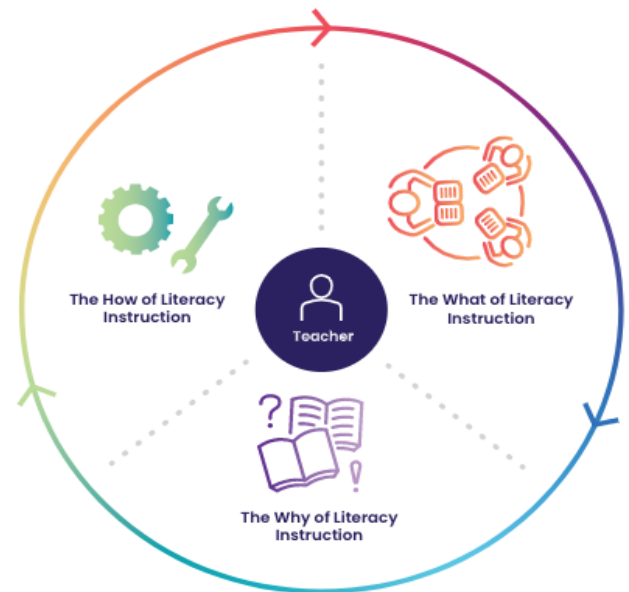
Key Ideas for Oregon’s Early Literacy Framework	Components of Lexia English that Support Oregon’s Early Literacy Framework					
	Online Program	Listening Practice Lessons	Speaking Practice Lessons	Speaking Practice Slide Decks	Skill Builders	Hub Resources
Section 8: Reaching All Learners						
Supporting Multilingual Learners	●	●	●	●	●	●
Supporting Students with Reading Difficulties, Reading Disabilities, & Dyslexia	n/a	n/a	n/a	n/a	n/a	n/a
Talented & Gifted Students	n/a	n/a	n/a	n/a	n/a	n/a

Exhibit A

Lexia LETRS[®] & Lexia LETRS[®] for Early Childhood Educators

Oregon Early Literacy Framework

Language Essentials for Teachers of Reading and Spelling (LETRS[®]) and LETRS for Early Childhood Educators are comprehensive professional learning that provide educators with deep knowledge to be literacy and language experts in the science of reading. LETRS teaches the skills needed to understand the fundamentals of literacy instruction required to transform student learning—phonological awareness, phonics, fluency, oral language and vocabulary, comprehension, and writing. **LETRS for Early Childhood Educators** is designed for educators of multiage preschool and pre-K students, while **LETRS** supports educators of kindergarten through fifth-grade students.



The Oregon Early Literacy Framework was finalized in May 2023 and demonstrates a commitment by the Oregon Department of Education to addressing unfinished learning and supporting literacy education infrastructure for the long term. It is intended to help build momentum and capacity for strengthening literacy instruction in all K-5 classrooms so that all children leave elementary school proficient in reading and writing in at least one language.


Using This Resource

This document provides a general overview of how the course content of LETRS and LETRS for Early Childhood Educators aligns to each section of Oregon's Early Literacy Framework. District administrators can use this resource to demonstrate how LETRS grounds reading research as an essential foundation to operationalize deeper strategies for change to improve student literacy learning for teachers in the state of Oregon.


LETRS & The Oregon Early Literacy Framework

Oregon Early Literacy Framework Section	Lexia LETRS™
Section 1: Student Belonging – A Necessary Condition for Literacy Learning	
Culturally Responsive Practices	<p>LETRS for Early Childhood Educators: Units 1-4</p> <p>LETRS: Unit 1-8</p> <p>LETRS courses bring the instructional equity that gives all students a pathway to literacy. The students most impacted by opportunity gaps are marginalized by preexisting structural inequities in education—one of the core inequities being a lack of literacy. A LETRS-trained teacher is better equipped to cultivate foundational literacy skills in students by understanding current literacy research and delivering effective instruction to meet all their students’ needs. Additionally, a LETRS-trained teacher is better informed in the classroom to target interventions for students who may need supplemental instruction. The LETRS course is grounded in the science of reading and incorporates research conducted in neuroscience, cognitive development psychology, and linguistics so that educators have solid evidence on how to teach reading to benefit all students. The course is continually updated to reflect diverse experiences and promote an inclusive environment for educators and students.</p>
Section 2: Family & Community Partnerships	
Literacy Learning Before Kindergarten	<p>LETRS for Early Childhood Educators: Units 1-4</p> <p>LETRS for Early Childhood Educators is a professional learning course specifically designed for educators and care providers of young children. The course provides multiage preschool and pre-K educators with literacy professional development focused on the science of reading to teach the foundational skills young children need before learning to read and write. Course materials include developmentally appropriate content, providing in-depth knowledge pre-K teachers need to teach language and literacy skills. LETRS for Early Childhood Educators demonstrates how to implement effective instructional routines and activities to ensure students are prepared for kindergarten. The more children know about language and literacy before they begin kindergarten, the better equipped they are to succeed in literacy learning and beyond.</p>
Section 3: Oral Language as the Root of Early Literacy Development	

Oregon Early Literacy Framework Section	Lexia LETRS™
<p>The Role of Oral Language in Early Literacy Development</p>	<p>LETRS for Early Childhood Educators: Unit 2</p> <p>LETRS for Early Childhood Educators outlines the structures of oral languages—phonology, semantics, morphology, syntax, and prosody—and explains the importance of each to oral language development in young children. The general stages of oral language development and the language structures present at each stage are described, along with case studies and strategies for facilitation and assessment of oral language.</p> <p>LETRS: Unit 1 & Unit 5</p> <p>LETRS emphasizes the connection between oral language and literacy, helping teachers understand that reading and writing depend on language abilities. Unit 1 and Unit 5 build on one another to provide educators with strategies for building oral language and leveraging students' vocabularies for stronger reading comprehension.</p>
<p>An Expansive Perspective of Oral Language</p>	<p>LETRS for Early Childhood Educators: Unit 2</p> <p>LETRS for Early Childhood Educators outlines examples of language variations (dialects) participants may encounter in their classrooms and outlines how these present a rich learning opportunity for comparing how words are said in different contexts, what they mean, and how they are used. LETRS for Early Childhood Educators emphasizes that it is important to understand that <i>everyone</i> has a dialect.</p> <p>LETRS: Unit 2 & Unit 7</p> <p>LETRS specifically addresses language variations (dialects) and provides learning objectives regarding the speech sounds of English. LETRS includes a Contrastive Analysis Chart that supports teachers in leveraging predictable substitutions in various languages to inform explicit instruction in phonology, grammar, reading, writing, and vocabulary.</p>
<p>Section 4: Reading Models Based in Research</p>	
<p>Five Models of Reading and the Essential Components of Literacy</p>	<p>LETRS for Early Childhood Educators: Unit 1</p> <p>The theoretical model of the Simple View of Reading provides a foundation for the concepts discussed in the LETRS for Early</p>

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	<p>Childhood Educators course. Competent reading is dependent on being able to decode words (word recognition) and make meaning of what is read (language comprehension). The development of these components begins in the preschool years. LETRS for Early Childhood Educators describes the early literacy foundations and development that lead to a smooth transition to early reading and writing.</p> <p>Another foundational concept for the course is Scarborough’s Reading Rope, which illustrates a progressive interweaving of the skills needed for proficient reading. The subskills listed in the Reading Rope are necessary for word recognition and language comprehension, and the early stages in the development of these crucial skills is described in detail in LETRS for Early Childhood Educators.</p> <p>LETRS: Unit 1 & Unit 6</p> <p>LETRS is grounded in the science of reading and instructs participants in theoretical models from reading research, including the Simple View of Reading, Scarborough’s Reading Rope, and the Four-Part Processing Model for Word Recognition. The five essential components of reading, as identified by the National Reading Panel, are embedded throughout the course. One of the first concepts educators learn in LETRS is the Simple View of Reading. If either word recognition or language comprehension is compromised, students’ overall reading proficiency will be impacted. LETRS explains the Simple View of Reading and its implications to provide educators an understanding of how its domains develop and support effective reading comprehension instruction.</p> <p>LETRS also delves into Ehri’s phases of word-reading development that characterize students’ varying levels of proficiency in basic reading skills. These phases support educators in understanding what happens in the brain when students recognize words. LETRS instruction also invokes the research of Hollis Scarborough, who depicted the attainment of fluent reading as the progressive interweaving of strands or subskills in a rope. A skilled reader develops an overall representation of the text as it progresses. Some authors have called this a mental model or a situation model of the text. The processes of reading described in the Reading Rope are brought into play to build the mental model.</p>

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Section 5: Foundational Skills	
Print Concepts	<p>LETRS for Early Childhood Educators: Unit 4</p> <p>LETRS for Early Childhood Educators outlines the essential components of print knowledge, including examples of print concepts that young children should learn. Developing print awareness, including book handling, as well as the development of alphabet learning are discussed along with best practices for assessment in each area.</p> <p>LETRS: Units 3–4</p> <p>LETRS teaches the alphabetic principle and print concepts as part of the word recognition strand of Hollis Scarborough’s Reading Rope and employs knowledge of sound–symbol correspondences to support students in reading unknown printed words. LETRS emphasizes that students must be aware of individual phonemes in words to map alphabetic symbols to speech. Participants learn how to provide systematic, cumulative instruction in all the most frequent phoneme–grapheme (sound–symbol) correspondences, as well as the most common orthographic patterns that characterize English spelling.</p>
Phonological Awareness	<p>LETRS for Early Childhood Educators: Unit 3</p> <p>LETRS for Early Childhood Educators teaches the developmental sequences of phonological awareness, including which skills children should have mastered as they enter kindergarten. Participants learn how to assess phonological awareness skills and consider how linguistic hierarchy (epilinguistic vs. metalinguistic skills) should inform phonological and phonemic awareness instruction.</p> <p>LETRS: Units 1–3</p> <p>LETRS outlines how to assess and teach phonological and phonemic awareness skills within a progressive sequence, explaining action steps to take when students do not make expected progress toward identified goals. Examples of direct instruction for speech sounds and speech–sound manipulation are included. The 44 speech sounds (phonemes) of English are introduced, including their place and manner of articulation, how they differ due to coarticulation, and</p>

Oregon Early Literacy Framework Section	
	<p>what happens when language variations (dialects) impact students' reading and spelling.</p>
<p>Phonics and Word Recognition</p>	<p>LETRS: Units 3–4</p> <p>LETRS helps participants appreciate the logic of English orthography, its patterns and rules, and how to communicate that logic to students from several angles. Participants are introduced to orthographic mapping and how it supports word recognition, as well as Ehri's developmental phases of word-reading and spelling development with case studies that help distinguish the skills and needs of students at each phase. LETRS provides examples of expert teaching as well as demonstrations of pronouncing and teaching sounds, blends, letters, words, and phrases. LETRS presents four kinds of text for beginning readers, including decodable text, and instructs participants in how to guide connected, decodable text reading for student success.</p>
<p>Fluency</p>	<p>LETRS for Early Childhood Educators: Unit 2</p> <p>LETRS for Early Childhood Educators demonstrates how prosody is related to oral language development in young children. Prosody gives meaning to oral language, thus participants are encouraged to use expression and animation in their voice when talking and reading aloud with young children to promote language development and help them more accurately comprehend what is being expressed.</p> <p>LETRS: Unit 4</p> <p>LETRS presents research to explain how oral reading fluency makes silent reading comprehension possible, and that it is an excellent predictor of later reading difficulties or success. Fluency is gradually achieved by bolstering all aspects of the Reading Rope and facilitating their integration. Therefore, fluency techniques at the word, phrase, sentence, and passage levels are taught throughout LETRS. Participants are also shown how to base their instructional choices on the fluency data they have for each of their students.</p>
<p>Explicit and Systematic Instruction</p>	<p>LETRS for Early Childhood Educators: Units 1–4</p> <p>LETRS: Unit 1–8</p>

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	<p>All courses in the LETRS suite emphasize direct, systematic, and explicit instruction. Participants gain research-based foundational knowledge that provides practical guidance to deliver explicit and systematic literacy instruction. Modeling of direct, explicit instruction is provided in videos of expert teaching and case study examples of research application to classroom instruction.</p>
<p>Foundational Skill Development for Multilingual Learners</p>	<p>LETRS: Unit 1, Unit 2, Unit 3, Unit 5, & Unit 7</p> <p>LETRS equips educators with the knowledge and information they need to be far more effective at establishing foundational skills and giving feedback to students learning to read English. LETRS makes the case for direct and explicit instruction for multilingual students and emphasizes the importance of oral language development and vocabulary development.</p>
<p>Section 6: Writing, Reading Comprehension, Vocabulary, & Background Knowledge</p>	
<p>Building Background Knowledge</p>	<p>LETRS: Unit 6</p> <p>LETRS explores the role of background knowledge in comprehension. The course uses Hollis Scarborough’s Reading Rope model to depict the multifaceted nature of reading comprehension instruction. Going strand by strand, LETRS addresses how background knowledge, vocabulary, language structures, verbal reasoning, and literary knowledge must all be addressed in lesson planning—and provides a wide variety of teaching activities in support of these multiple strands. LETRS dedicates a full session to preparing students to read by activating background knowledge and includes a comprehension planning checklist to support educators with this focus.</p>
<p>Vocabulary</p>	<p>LETRS for Early Childhood Educators: Unit 2</p> <p>LETRS for Early Childhood Educators outlines how to build vocabulary through interactive story reading routines, as well as explicit vocabulary teaching routines.</p> <p>LETRS: Unit 5</p> <p>LETRS teaches how to foster word consciousness and independent word-learning strategies. Participants learn techniques for explicit teaching of vocabulary, such as morphological analysis, while understanding that many word meanings are learned indirectly through means such as being read to, independent reading, and</p>

Oregon Early Literacy Framework Section	Lexia LETRS
<p>Reading Comprehension</p>	<p>exposure to a language-rich environment. LETRS shows educators how development of content-specific academic language in the primary grades—through oral language interactions, direct teaching, and text reading—lays the foundation for success in higher grades.</p> <p>LETRS for Early Childhood Educators: Unit 2</p> <p>LETRS for Early Childhood Educators outlines how to design literal and follow-up inferential questioning routines. Participants understand the characteristics and considerations surrounding question types while learning about the four levels of questions as they pertain to specific age ranges. LETRS for Early Childhood Educators also supports educators in their practice of creating lower- to higher-level questions by providing guidance and hands-on exercises.</p> <p>LETRS: Unit 7</p> <p>LETRS promotes using questioning to facilitate discussion and mediate comprehension. Participants consider the appropriate cognitive level of questioning for various texts and use explicit, implicit, and elaborative questions to elicit analysis and reflection. LETRS also supports educators with effective practices for before-, during-, and after-reading activities, including strategies for measuring metacognition such as visualizing, retelling, summarizing, querying, making inferences, and comprehension monitoring.</p>
<p>Writing</p>	<p>LETRS for Early Childhood Educators: Unit 4</p> <p>LETRS for Early Childhood Educators outlines the progression of children’s writing and presents a side-by-side comparison of the phases of literacy development and writing development. These phases begin with scribbles, mock letters, and random letter strings in the prealphabetic stage, and progress to conventional orthography and grammatically correct writing by the conventional stage. Participants are presented with instructional strategies that help young children develop writing skills.</p> <p>LETRS: Unit 3 & Unit 8</p> <p>LETRS presents a case for the importance of writing and why it is a challenge for many students. Educators are encouraged to adopt an integrated lesson framework for foundational skills and composition, and to systematically teach letter formation to build handwriting</p>

Oregon Early Literacy Framework Section	Lexia LETRS™
	<p>fluency as well as spelling to support fluent writing. LETRS reviews the importance of sentence generation as a foundational literacy skill and outlines the writing process for narrative, informational, and opinion writing. Methods for assessing student progress in writing and evaluating student writing using a checklist are discussed.</p>
<p>Section 7: Core Instruction & Assessment</p>	
<p>Supporting Students in Accessing Core Instruction</p> <p>Assessment as an Accelerant for Learning and Prevention</p> <p>Coherent, Comprehensive, & Continuous Assessment Systems</p>	<p>LETRS for Early Childhood Educators: Unit 1</p> <p>LETRS for Early Childhood Educators outlines the role of assessment in early childhood education, including considerations for assessment types, characteristics, and purposes. Predictive indicators for academic learning across the developmental domains in early childhood are discussed, and resources such as an Early Literacy Checklist are provided to support early childhood educators in gathering and analyzing data.</p> <p>LETRS: Unit 1, Unit 2, Unit 3, & Unit 5</p> <p>LETRS helps educators support students in accessing core instruction by providing them with insight on the research-based tools available for identifying students at risk for reading difficulties. This lays the foundation for supports like the multi-tiered system of supports (MTSS) model and also helps teachers understand best practices for addressing students whose literacy skills are not progressing toward grade-level performance. Participants discover that the ability to find students at risk and intervene early is crucial to understanding the dynamics of reading development and the role that explicit instruction and data analysis play.</p> <p>LETRS participants understand how to select and use screening tests, progress-monitoring tests, and diagnostic surveys to identify students' risk and provide effective instruction. The critical component of understanding intervention and a student's response to intervention is understanding the various assessment tools.</p> <p>As teachers learn to interpret data, they understand how to make decisions about instructional groupings and program selection using guided questions. The Bridge to Practice and Summary activities provide participants with the opportunity to collect, analyze, and use data from different types of assessments.</p>

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Section



Section 8: Reaching All Learners

Supporting Multilingual Learners

LETRS: Unit 1, Unit 2, Unit 3, Unit 5, & Unit 7

LETRS provides knowledge, research, and tools that teachers can use to meet the needs of all students learning to read English. LETRS specifically addresses phonemic variations for multilingual students and provides learning objectives regarding speech sounds of English as well as a Contrastive Analysis Chart that supports teachers in leveraging predictable substitutions based on various languages. Armed with this information, teachers can be far more effective at establishing foundational skills and giving feedback. LETRS makes the case for direct and explicit instruction for multilingual students and emphasizes the importance of oral language development and vocabulary development.


Supporting Students with Reading Difficulties, Reading Disabilities, & Dyslexia

LETRS for Early Childhood Educators: Unit 3

LETRS for Early Childhood Educators builds on educators' current expertise with practical, effective ways to make a difference for all students, including those who may be struggling with early literacy due to life circumstances, prior instruction, language background, verbal aptitude, or neurodevelopmental reading disabilities (including dyslexia). With an emphasis on phonology, LETRS for Early Childhood Educators outlines the research that has shown phonological processing is one of the most prominent and enduring weaknesses in people with reading and spelling difficulties, including 88 percent of people with dyslexia. Participants learn about the details of English phonology, including developmentally appropriate sequences for phonological awareness, so that systematic, explicit instruction is possible to improve phonological awareness and working memory skills.

LETRS: Unit 1, Unit 4, & Unit 7

Throughout LETRS there is a broad expectation that teachers should understand reading development, the structure of language, and the nature of reading difficulties and disabilities regardless of a student's eligibility for special education. LETRS explores the reasons why many students have reading difficulties, including dyslexia, and the ways children learn to read. Case studies illustrate the progression of reading development, the influences of biological, genetic, cognitive, environmental, and instructional factors on learning to read, and the

Oregon Early Literacy Framework Section	
	<p>components of delivering effective reading instruction. Teachers examine strategies for adapting lessons for students with various reading and/or language difficulties.</p>

Letter of Recommendation for Lexia Learning

Stacey Lee
K-12 Curriculum Coordinator
Greater Albany Public Schools
718 Seventh Ave. SW

Albany OR 97330

To Whom it May Concern:

I am writing this document to describe the work of Lexia Learning on the projects that we have collaborated on. Currently and/or in the past, we have used:

- Lexia Core 5 (K-5 students)
- Lexia PowerUp (6-12 students)

Lexia English (K-12 oracy)

Lexia LETRS for Educators (K-5 teachers)

Lexia LETRS for Early Childhood (Pre-K teachers)

Lexia LETRS for Admin (PreK-5 administrators)

- Lexia Aspire (4 - 8 teachers)

Does Lexia Learning consistently meet deadlines? Yes

Are Lexia Learning's cost and time estimates consistently accurate? Yes

Exhibit A

Describe the quality of Lexia's work on the projects you've collaborated with them on:

We began using Lexia Core5 during COVID-related remote learning. Our small trial expanded quickly and then expanded again until we had K-8 districtwide usage of Core5 and PowerUp. The communication, data, and support we've received from Lexia have been consistently excellent. They are one of the most responsive vendors we work with as a district.

Anything to add?

This fall, we are starting a district team through Lexia Aspire professional development. The way Aspire has been developed is another example of responding to district needs with innovation. The initial support has been thorough, helping us consider each aspect of who should be on our team, which modules/pathway we should select, and how we should organize our schedule for the year.



08-03-2023

Stacey Lee

stacey.lee@albany.k12.or.us

(541) 967-4519

Letter of Recommendation for Lexia Learning

Todd Robson
Director of Teaching and Learning
Tigard-Tualatin School District
6960 SW Sandburg St.

Tigard Oregon 97223

To Whom it May Concern:

I am writing this document to describe the work of Lexia Learning on the projects that we have collaborated on. Currently and/or in the past, we have used:

Lexia Core 5 (K-5 students)

Lexia PowerUp (6-12 students)

Lexia English (K-12 oracy)

Lexia LETRS for Educators (K-5 teachers)

Lexia LETRS for Early Childhood (Pre-K teachers)

Lexia LETRS for Admin (PreK-5 administrators)

Lexia Aspire (4 - 8 teachers)

Does Lexia Learning consistently meet deadlines? Yes

Are Lexia Learning's cost and time estimates consistently accurate? Yes

Exhibit A

Describe the quality of Lexia's work on the projects you've collaborated with them on:

We've engaged in the LETRS for Educators (K-5) and the partnership has been great. Timely, collaborative, supportive and positive. The training has been very beneficial and feedback has been received with open arms.

Anything to add?

We have been and continue to be really pleased with our partnership with Lexia Learning staff and product. Thank you.

Todd Robson

08-03-2023

Todd

Robson

trobson@ttsd.k12.or.us

(503) 431-4117

Exhibit A

Letter of Recommendation for Lexia Learning

Sherrie

Kendall

Early Learning/Early Literacy Specialist

Multnomah Education Service District

11611 NE Ainsworth Cir

Portland

OR 97220

To Whom it May Concern:

I am writing this document to describe the work of Lexia Learning on the projects that we have collaborated on. Currently and/or in the past, we have used:

Lexia Core 5 (K-5 students)

Lexia PowerUp (6-12 students)

Lexia English (K-12 oracy)



Lexia LETRS for Educators (K-5 teachers)



Lexia LETRS for Early Childhood (Pre-K teachers)

Lexia LETRS for Admin (PreK-5 administrators)



Lexia Aspire (4 - 8 teachers)

Does Lexia Learning consistently meet deadlines? Yes

Are Lexia Learning's cost and time estimates consistently accurate? Yes

Exhibit A

Describe the quality of Lexia's work on the projects you've collaborated with them on:

Lisa and Bettina have worked diligently to get our Education Service District up and running as a LETRS Sponsoring Agency, which has allowed our eight districts, of varying sizes, to maximize funding and provide LETRS training to educators in all eight districts.

Anything to add?

Access to LETRS unit resources for end of unit trainings would be greatly eased for participants if all of those materials were available or unlocked within each participant's online LETRS accounts.

08-04-2023

Sherrie Kendall

Sherrie

Kendall

skendall@mesd.k12.or.us

(503) 830-5119

Supporting Documents

Lexia provides supporting documents as web links within the narrative.

Oregon-Specific

- [State of Oregon approved Dyslexia Vendors](#)
- [Core5 Reading and The Oregon Early Literacy Framework](#)
- [Lexia English and The Oregon Early Literacy Framework](#)
- [LETRS Oregon Early Literacy Framework Alignment](#)

Core5 Reading

- [Core5 Reading Overview Brochure](#)
- [Core5 Reading Three-Year Longitudinal Study: Impact of a Blended Learning Program on Reading Gains in Low-SES Kindergarteners](#)
- [Core5 Reading Scope and Sequence](#)
- [Core5 Reading Navigation Guide](#)
- [Core5 Reading Instructional Materials Sampler](#)
- [Core5 Reading System Requirements](#)
- [Core5 Reading Evidence for ESSA](#)
- [Core5 Reading 2021-22 US National Report](#)
- [Core5 Reading: Research-Proven Literacy for All \(Infographic\)](#)
- [Core5 Reading the Science of Reading & Scarborough's Rope](#)
- [Core5 Reading Alignment to Oregon Common Core State Standards for English Language Arts and Literacy, Grades K - 5](#)

PowerUp Literacy

- [PowerUp Literacy Overview Brochure](#)
- [PowerUp Literacy National Report: 2021-2022](#)
- [Supporting Struggling and Non-Proficient Readers with the PowerUp Literacy Program](#)
- [PowerUp Literacy Scope and Sequence](#)
- [PowerUp Literacy Navigation Guide](#)
- [PowerUp Literacy Instructional Materials Sampler](#)
- [PowerUp Literacy System Requirements](#)
- [PowerUp Literacy Evidence for ESSA](#)
- [PowerUp Literacy Prime V2 Alignment](#)
- [PowerUp Alignment to Oregon Common Core State Standards for English Language Arts and Literacy, Grades K-8](#)

Lexia English

- [Lexia English Product Overview Video](#)
- [Lexia English Brochure](#)
- [Lexia English – Self-Guided Tour](#)
- [Lexia English Data Sheet](#)
- [Lexia English Data Sheet for Educators](#)
- [Lexia English Product Reviewers' Guide](#)
- [Lexia English Scope & Sequence](#)
- [Lexia English ELPS Scope & Sequence](#)
- [Lexia English WIDA Scope & Sequence](#)
- [Lexia English Pedagogy Overview: Grammar](#)
- [Lexia English Pedagogy Overview: Oral Language, Speaking](#)
- [Lexia English Pedagogy Overview: Oral Language, Listening](#)
- [Lexia English System Requirements](#)
- [Lexia English Product Design](#)

Curriculum Products Customer Success

- [Lexia Learning EULA Agreement](#)
- [Lexia Academy Flyer](#)
- [Lexia Academy Structured Literacy - Professional Learning Community Program](#)
- [Success Partnership Models](#)
- [Lexia Professional Learning Catalog](#)

LETRS Suite

- [LETRS Suite Brochure](#)
- [LETRS System Requirements](#)
- [LETRS Success Partnerships](#)
- [LETRS Pedagogy Overview](#)
- [LETRS Implementation Models Best Practices](#)

LETRS

- [LETRS First Time Login](#)
- [LETRS Outcomes and Estimated Time to Complete by Unit and Session](#)
- [LETRS ESSA Evidence](#)
- [Graduate Credit for LETRS via ACE](#)
- [LETRS Research Base](#)
- [LETRS Efficacy Research](#)
- [White Paper: Literacy Professional Learning: 10 Reasons Why It's Essential](#)
- [White Paper: The Need for Research-Based Literacy Professional Development](#)
- [LETRS Literacy Education Evaluation Guide](#)
- [LETRS Helped Transform Mississippi](#)
- [Case Study – LETRS Niles City Schools Ohio](#)
- [Sample LETRS Manual](#)
- [Sample LETRS Unit 1 facilitator-led webinar \(PowerPoint\)](#)
- [Sample LETRS Unit 1 agenda](#)
- [Sample LETRS Unit 1 handouts](#)
- [Sample LETRS Unit 1 assessment](#)
- [Ohio Early Literacy Part B SSIP- Phase III Year 3 Report](#)
- [Ohio's Phase III, Year 4 State Systemic Improvement Plan](#)
- [Ohio's Phase III, Year 3 State Systemic Improvement Plan](#)
- [Ohio's Phase III, Year 2 State Systemic Improvement Plan](#)
- [Ohio's Phase III State Systemic Improvement Plan](#)
- [Ohio's Phase II State Systemic Improvement Plan](#)

LETRS for Early Childhood Educators

- [LETRS for Early Childhood Overview Brochure](#)
- [LETRS for Early Childhood Educators First Time Login](#)
- [LETRS for Early Childhood Educators Research Base](#)
- [LETRS for Early Childhood Estimated Time to Complete by Unit](#)
- [Sample LETRS for Early Childhood Educators Manual](#)
- [Sample LETRS for Early Childhood Educators facilitator-led presentation](#)
- [Sample LETRS for Early Childhood Educators agenda](#)
- [Graduate Credit for LETRS EC via ACE](#)

LETRS for Administrators

- [LETRS for Administrators Brochure](#)
- [LETRS for Administrators First Time Login](#)
- [LETRS for Administrators Research Base](#)
- [LETRS for Administrators Estimated Time to Complete by Unit](#)
- [LETRS for Administrators Outcomes and Estimated Time to Complete by Unit and Session](#)
- [Sample LETRS for Administrators Manual](#)
- [Sample LETRS for Administrators agenda](#)

Aspire Professional Learning

- [Aspire Product Overview](#)
- [Aspire and the Science of Reading](#)
- [Aspire First-Time Login](#)
- [Aspire Detailed Scope and Sequence](#)
- [Aspire Research Base](#)
- [Aspire District Dashboard Data Sheet](#)
- [Aspire Success Partnerships](#)
- [Aspire Estimated Time to Complete by Course](#)
- [Graduate Credit for Aspire via ACE](#)
- [Aspire Pathway for Administrators](#)
- [Aspire Pathway for Content-Area Educators](#)
- [Aspire Pathway for ELA Educators](#)
- [Aspire Pathway for Literacy Specialists/Interventionists](#)

QUOTE



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 402-3620
 Fax: (978) 402-3621

Quote #: Q-580321-5
Created Date: 9/6/2023

Prepared By: Lisa Corricello-McDowell
Email: lisa.corricello-mcdowell@lexialearning.com

Ship To:
 April Olson
 Reynolds School District 7
 1204 NE 201st Ave
 Fairview, OR 97024 US

Bill To:
 April Olson
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 Fairview, OR 97024-9642 US

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Face-to-Face Professional Learning	382467	3E	1	1 year	\$949.00	\$37,960.00
1	LETRS Success Partnership Platinum	382424	3E	1	1 year	\$29,900.00	\$29,900.00
1	LETRS Success Partnership Platinum	382424	3E	1	1 year	\$29,900.00	\$29,900.00

Total Price \$97,760.00
 Est. Tax \$0.00
 Total Due \$97,760.00

Prices quoted are inclusive of Shipping and Handling.

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-580321-5 to the following:

Attn: Lisa Corricello-McDowell
 Email: lisa.corricello-mcdowell@lexialearning.com
 Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

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QUOTE**Lexia Learning Systems LLC**

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Quote #: Q-588537-1
Created Date: 9/7/2023

Prepared By: Lisa Corricello-McDowell
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Quote To:
 April Olson
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 1204 NE 201st Ave
 Fairview, OR 97024 US

Bill To:
 April Olson
 Reynolds School District 7
 1204 NE 201st Ave
 Fairview, OR 97024-9642 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2023	8/31/2024	1	Lexia Core5 Reading District Success Partnership - Silver - Renewal	\$8,300.00	\$8,300.00
9/1/2023	8/31/2024	11	Lexia Core5 Reading Unlimited License with School Success Partnership Renewal	\$13,800.00	\$151,800.00
9/1/2023	8/31/2024	4	Lexia PowerUp Literacy Unlimited License with School Success Partnership Renewal	\$13,800.00	\$55,200.00
9/1/2023	8/31/2024	1	Lexia PowerUp Literacy District Success Partnership - Bronze - Renewal	\$4,000.00	\$4,000.00

Total Price \$219,300.00

Fax or email Purchase Orders with quote number Q-588537-1 to the following:

Attn: Lisa Corricello-McDowell
 Email: lisa.corricello-mcdowell@lexialearning.com
 Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**TERMS AND CONDITIONS**

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each

onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

QUOTE**Lexia Learning Systems LLC**

300 Baker Avenue, Suite 320

Concord, MA 01742 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-588533-1
Created Date: 9/7/2023

Prepared By: Lisa Corricello-McDowell
Email: lisa.corricello-mcdowell@lexialearning.com

Quote To:
 Reynolds School District 7
 1204 NE 201st Ave
 Fairview, OR 97024 US

Bill To:
 David Jaimes
 Reynolds School District 7
 1204 NE 201st Ave
 Fairview, OR 97024-9642 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2023	8/31/2024	1	Lexia English District Success Partnership - Platinum	\$16,100.00	\$16,100.00
9/1/2023	8/31/2024	2,000	Lexia English Student Subscription	\$90.00	\$180,000.00

Total Price \$196,100.00

Fax or email Purchase Orders with quote number Q-588533-1 to the following:

Attn: Lisa Corricello-McDowell
 Email: lisa.corricello-mcdowell@lexialearning.com
 Fax: 978-287-0062

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**RESOLUTION #2023-2024-003
PROCLAIMING THE CELEBRATION OF
NATIONAL PRINCIPALS MONTH**

WHEREAS, the Reynolds School Board will declare the month of October 2023 as "National Principals Month" in coordination with the efforts of the National Association of Elementary School Principals, the American Federation of School Administrators, and the National Association of Secondary School Principals, working with the U.S. Congress, to designate "National Principals Month" and resolutions thereof;

WHEREAS, the vision, dedication, and determination of a principal provides the mobilizing force behind any school reform effort;

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

WHEREAS, principals will play a vital role in the successful implementation of the Every Student Succeeds Act (ESSA);

WHEREAS, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence;

WHEREAS, the Reynolds School Board honors such exemplary elementary and middle level public, private, and independent school leaders committed to serving students from prekindergarten to grade eight (pre-K-8) in their profession;

WHEREAS, the Reynolds School Board recognizes outstanding middle level and high school principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession;

WHEREAS, to honor and recognize the contribution of all school principals and assistant principals at all grade levels to the success of students in Oregon elementary and secondary schools, and to encourage residents of Oregon to observe "National Principals Month" with appropriate ceremonies and activities that promote awareness of school leadership's role in ensuring that every child has access to a high-quality education.

NOW, THEREFORE, BE IT RESOLVED that in honor of the service of all elementary, middle level, and high school principals, and to recognize the importance of their school leadership so that every child has access to a high-quality education, and to celebrate school leader accomplishments, the month of October 2022 is hereby designated in Oregon to be "National Principals Month."

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



**RESOLUTION #2023-2024-004
PROCLAIMING THE SECOND MONDAY OF OCTOBER
AS INDIGENOUS PEOPLES' DAY**

WHEREAS, the Reynolds School Board of Education recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the Board values the many contributions made to our community through Indigenous People' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has substantially shaped our district; and

WHEREAS, the Board has established that each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community; and

WHEREAS, the Board recognizes the fact that the Reynolds School District is built upon the homelands, villages, and traditional use areas of the Multnomah and Clackamas Chinookan of this region, without whom the building of the District would not be possible; and

WHEREAS, The Reynolds School District ("District'), through its Equity Policy, is committed to creating welcoming school environments and recognizing diversity and appreciation of culture, class, language, ethnicity, and other differences; and

WHEREAS, the District promotes closing the opportunity gap for Indigenous Peoples and eliminating the racial achievement gap and disproportionality in all aspects of education.

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations; and

WHEREAS, the Oregon American Indian/Alaska Native State Plan mandates that the public schools of our District teach about the history, culture, contemporary lives, and governments of the Indigenous peoples of the Americas, with special emphasis on those from Oregon and across the Pacific Northwest.

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims every second Monday of October, as Indigenous Peoples' Day. The District shall encourage staff to utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of the Indigenous Peoples of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous Peoples elsewhere.

Appropriate District calendars and websites shall reference the second Monday of October as Indigenous Peoples’ Day.

The struggles and achievement of Indigenous Peoples contributed profoundly to the culture and community of the District. The District affirms the contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

The Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, our cities, and our schools.

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



**RESOLUTION # 2023-2024-005
RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL BULLYING PREVENTION MONTH**

WHEREAS, National Bullying Prevention month is a campaign in the United States founded in 2006 by PACER’s National Bullying Prevention Center. The campaign is held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. Initially held the first week of October, the event was expanded to the entire month in 2010.

WHEREAS, over the last year, schools throughout the US have experienced a frightening increase in bullying and acts of hate; and

WHEREAS, bullying directly affects a student’s ability to learn. Students who are bullied often do not want to go to school. They often find it difficult to concentrate, show a decline in grades, and lose self-esteem, self-confidence, and self-worth; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and online through technology; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

WHEREAS, bullying is a community wide issue that must no longer be ignored or thought of as a rite of passage. Students, parents, and educators all have a role in addressing bullying situations and changing school culture; and

WHEREAS, we affirm our commitment to a safe and affirming space by recognizing National Bullying Prevention Month;

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board recognizes the month of October as National Bullying Prevention Month.

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



**RESOLUTION #2023-2024-006
PROCLAIMING THE CELEBRATION OF
NATIONAL SCHOOL LUNCH WEEK**

WHEREAS, in 1946, then-President Harry Truman signed the National School Lunch Act;

WHEREAS, the National School Lunch Program is now the largest federal child nutrition program;

WHEREAS, on October 9, 1962, Congress, by joint resolution, designated the week beginning the second Sunday in October each year as “National School Lunch Week;”

WHEREAS, October 9-13, 2023 is designated National School Lunch Week;

WHEREAS, approximately 30 million students nationwide are served daily meals through the National School Lunch Program;

WHEREAS, 95% of students nationwide are enrolled in schools participating in the National School Lunch Program;

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation’s children and has served our country for more than 60 years through advanced practices and nutrition education;

WHEREAS, the nutrition staff across the Reynolds School District serve approximately 2,534 breakfasts and 5,140 lunches each day;

WHEREAS, every Reynolds School District student enrolled in our schools and charters receive breakfast and lunch at no cost under the Community Eligibility Provision (CEP) meal service through the National School Lunch Program;

WHEREAS, the Reynolds School District celebrates and recognizes events and activities promoting the benefits of the National School Lunch Program;

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School District publicly thanks the Nutrition Services staff and the staff at each school for providing an excellent School Nutrition program for our school district.

BE IT FURTHER RESOLVED that Reynolds School District Board of Education proclaims the district will celebrate National School Lunch Week from October 9-13, 2023.

Adopted this 27th day of September 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



RESOLUTION #2023-2024-007
RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL SCHOOL CUSTODIAN APPRECIATION DAY

WHEREAS, Reynolds custodians work daily to clean over one million square feet;

WHEREAS, Custodians are the “eyes and ears” on the school campus, often the only person making the rounds, inside and outside the building, aware of anything or anyone out of the ordinary, assuring that doors are secure, that any hazard is eliminated, that the learning environment is safe and secure;

WHEREAS, Custodians work tirelessly to remove dirt, dust, allergens, and other asthma triggers, thus helping to reduce the largest cause of student absenteeism in the United States;

WHEREAS, Custodians are setting a professional example of positive adult behavior, fostering positive relationships with staff and students, and showing a friendly, smiling face to light up a students’ day;

NOW, THEREFORE, BE IT RESOLVED, The Reynolds School Board publicly thanks the custodial staff for their hard work and dedication to provide a healthy and safe learning environment for the students in our school district.

BE IT FURTHER RESOLVED, the District shall celebrate National School Custodian Appreciation Day on October 2, 2023.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



RESOLUTION # 2023-2024-008
RESOLUTION PROCLAIMING THE CELEBRATION OF
NATIONAL COMING OUT DAY

WHEREAS, October 11th is recognized as National Coming Out Day, and this will be the 35th celebration of the day that promotes a safe world for lesbian, gay, bisexual, transgender, questioning, two-spirit, intersex, and asexual (LGBTQ2SIA+) individuals and their allies to live truthfully and openly;

WHEREAS, National Coming Out Day was founded 35 years ago by Robert Eichberg and Jean O’Leary who envisioned a world where LGBTQ2SIA+ people could live truthfully and openly. They believed that honest and genuine relationships would undermine the pervasive prejudice about LGBTQ2SIA+ concerns. Thirty-five years later, that vision still holds true;

WHEREAS, LGBTQ2SIA+ students who can identify an out LGBTQ2SIA+ school staff or adult ally report a dramatic increase in feeling safe overall at their school;

WHEREAS, almost 25% of students either have an LGBTQ2SIA+ family member or identify as LGBTQ2SIA+ themselves;

WHEREAS, sexual orientation and gender-expression-biased bullying are among the most common forms of harassment in schools;

WHEREAS, the school-dropout rate for LGBTQ2SIA+ students is up to triple the national rate of non-LGBTQ2SIA+ students, due to peer harassment and bullying;

WHEREAS, tragically, youth identifying as LGBTQ2SIA+ are overrepresented in the populations of youth experiencing homelessness, youth who are the victims of bullying, and youth who have attempted or died as a result of suicide;

WHEREAS, we strive to ensure that the District is a consistently safe and affirming space for all students and their families; and

WHEREAS, we affirm our commitment to a safe and affirming space by recognizing National Coming Out Day;

NOW, THEREFORE, BE IT RESOLVED that by recognizing October 11th as National Coming Out Day, we the Governing Board of Reynolds School District, support policies, practices and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, questioning, two-spirit, intersex, and asexual staff, students and their families.

Signed:

Attest:

Chair, RSD District Board of Directors

Superintendent/Clerk



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Board Discussion and Reports

Type: Action Item Report / Presentation

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

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

- A. Individual Board Member Reports or Announcements
- B. Upcoming Board Meetings
 - a. Board Work Session: October 11, 2023
 - b. Board Business Meeting: October 25, 2023
- C. Board Discussion

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Adjournment of Meeting

Type: Action Item Report / Presentation

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

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The Board Chair will adjourn the meeting.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.