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 AGENDA
 

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<b>I. CALL MEETING TO ORDER</b>	6:30 - 6:35 p.m.	
Becky Tymchuk		
<b>II. BEA/OSEA COMMENTS</b>	6:35 - 6:40 p.m.	
<b>III. PUBLIC COMMENTS</b>	6:40 - 6:50 p.m.	<b>2</b>
<b>IV. REPORTS</b>	6:50 - 8:35 p.m.	
A. Superintendent Comments		12
Don Grotting		
B. Division 22 Compliance/Assurances		14
Jon Bridges		
C. SIA Grant Agreement		17
Jon Bridges		
D. Enrollment Update		41
Carl Mead		
E. Financial Update		64
F. Budget Committee Update		73
Mike Schofield		
G. Bond Accountability Committee Report		74
Dick Harbert		
H. Return to School Update		92
Ginny Hansmann, Brian Sica		
<b>V. DISCUSSION ITEMS</b>	8:35 - 8:45 p.m.	
A. First Reading of School Board Policy DFA		97
Mike Schofield		
<b>VI. ACTION ITEMS</b>	8:45 - 8:55 p.m.	
A. SIA Grant Agreement		106
Jon Bridges		
B. OSBA Board of Director Representatives Election		131
C. Consent Agenda		
a. Personnel		
b. Approval of School Board Meeting Minutes		133
c. Public Contracts		157
d. CARES Act Grant - Child Care		161
e. Social Studies Curriculum Review and Adoption Project Team Membership		163
f. Charter School Evaluations		
Arco Iris		165
Hope Chinese		174
<b>VII. BOARD COMMUNICATION</b>	8:45 - 8:55 p.m.	
<b>VIII. ADJOURNMENT</b>	8:55 - 9:00 p.m.	



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## PUBLIC COMMENTS

Due to Covid-19 state-wide restrictions and in keeping with the efforts of social distancing the meeting of the Beaverton School District School Board for June 15, 2020 will be conducted online.

Public Comments were accepted by online form submission from 12:00 p.m. on Thursday, October 22, 2020 through 12:00 p.m. on Monday, October 26, 2020. Comments received are below.

Wendy Gibson - Parent - Please fight to put ALL of our children (who would like to go back to in person learning) back into their classrooms for the full second semester! Our kids are losing so much during this time of isolation. My daughter who's a Senior this year, is missing her beloved activities, Choir & Theatre are integral to her love of school. My son, who's a Freshman is missing out on building relationships with his peers & hasn't been able to participate with his band via zoom. Band doesn't work over the internet. As a child with ADHD & anxiety, Band is his only creative outlet at school. It keeps him focused and engaged, but that has been taken from him at a key point in his life, just starting out in high school. I beg of you to do whatever you can to allow our kids back, not just the underserved kids or the kids who need language services or kids from the BIPOC community. ALL OF OUR KIDS deserve to go back to school for their physical health and mental well being!

Marcia Callender - Community Member - Please consider allowing school athletes to train outdoors with coaches. Portland Public Schools consented to this last week. Well written rules have been established by OSAA to allow this to safely happen. While my middle school grandchildren will not benefit, HS students who may be suffering from isolation and depression would. Opportunities for interaction and normalcy are so limited for students, you should offer this. I also urge you to challenge Gov Brown on her return to school metrics to make them more in line with neighboring states. Beaverton kids will be out of school nearly a year if the Feb 2021 timeline really happens, and I think it will cause irreparable harm. Join with Lake Oswego School board in passing a resolution urging these changes, we are a large school district and our voices should be heard. Thank you for all you do.

Susan Visintainer – Parent - Portland Public Schools, Tualatin, Jesuit etc have all started getting kids back on the fields for socially distant, mask wearing sports. Does the Beaverton School District have a plan for that in the works?

Denise - Parent - I have been homeschooling my grandchildren and my biggest concern is the fact that all I'm hearing them talk about junior high is racism. Why do you feel the need to teach my child what racism as it exists I know it exists it's terrible it's unkind it's mean. I teach my grandchildren to love all people regardless of their color their religion and their personal beliefs. I do not understand why my granddaughter who is in the seventh grade has to watch CNN 10

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about the election she is too young she doesn't understand and I don't think it is for the school district to employing their beliefs onto my grandchildren.

Margit Lamey – Staff - "The recent survey sent to staff asked questions in a way that forced us to go on a leave if we felt that a pandemic was still a problem for in-person teaching. What were the survey results?

How much thought has been put into staffing? We are hearing about how much our students are getting together for birthday parties, etc. and we are deeply concerned about our own health as well as our students' health. We know that our TITLE 1 students, in particular, could benefit the most from in-person learning but we also know that they often put us at the highest risk due to the high density living conditions that we have witnessed.

My colleagues and I care very deeply about our students. Please do not make us choose."

Naomi Cohen Parent Students need to be allowed to play sports. The lack of sports is having a HUGE, NEGATIVE impact on my boys. We can put parameters in place to accommodate CDC requirements. We need to implement sports back into the curriculum! It is VITAL to our children's lives. It is as necessary as the academic piece.

Betsy Thornewood – Staff - I am disheartened that the district's communication with staff has not improved and we are still being left in the dark and excluded from major decisions. Staff and parents received a survey regarding LIPI on Wednesday October 21st, a survey that doesn't close until November 3rd. Now we find a detailed plan is being presented to the school board on October 26th. Tell me, if the plan is already being presented where was CLASSROOM teacher voice, the people who will be doing LIPI, the people who are doing CDL in this decision. It seems that this, much like everything other decision the district has made so far, has already been planned and will be implemented according to that plan regardless of community and teacher voice.

Dottie Passmore - Staff - I do not believe the Board should discuss or adopt a limited in person instruction model before the results of the staff wide survey. This survey does not close until the end of day on Monday. Please wait until staff had had a chance to offer input before making any decisions that affect the safety of both staff and students.

Kelly Kirk - Staff - LIPI plans are scheduled to be shared to the board on Monday. This is before the survey given to staff is closed for comments. Plans that are shared with the school board should have input from educators and staff BEFORE they are shared. Why does this continue to happen? All staff should have the option to be part of the decision making process especially when staff are ones that will be directly impacted by decisions being made.

Cady Geer – Staff - I am very disappointed, though sadly not surprised, to hear that the Beaverton School District is moving forward with presenting a plan for Limited In-Person Instruction before the staff survey on the subject is even closed. Once again, staff are being asked to give input not because you care what we have to say, but just so you can say you asked. This is doubly dishonest. Please take the time to collect and critically consider your staff's input before charging ahead with new plans - after all, we are the ones who will be expected to carry out those plans. If you aren't going to take us into account, please don't bother to ask and please admit that you're making these plans without teachers.

Katie Lukins – Staff - As a staff member I was excited to finally be surveyed about how comfort level with providing in person instruction. Just one day after receiving this email when the board

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packet was posted it was made clear that it was only performative. The board packet included a timeline of re-opening for LIPI. Again the district is making decisions without the voices of those doing the work (and who's lives will be sacrificed to the pandemic during reopening) in the room. The requirements that the districts have asked of teachers during this time are not attainable or sustainable and to know ask them to take on more responsibilities as LIPI is in addition to and not a substitution for CDL without talking to those doing the work is offensive. It is just another example that shows how little the district values the voices (and lives) of those doing the work. As those with the most experience educating in a pandemic we would all hope that district leaders would take advantage of our knowledge.

Rebecca Larson – Parent - I saw in the documents that there may be potential for limited in person instruction, which is a relief for so many families. Families who have difficult circumstances at home - low/no WiFi, no adult presence at home during the day, or challenging academic needs with IEPs/504s, or even our ELL population. I'm here to advocate for all of these students who desperately need to be in the building and urge you not to cater or bend to the masses of families who will threaten, beg, and plead that their student be allowed to attend. My family has struggled with 2 working parents, 2 kids in 2nd and 5th grade plus a 3 y/o, but we don't need this option. Would I like it? Yes. Is it necessary? No. We are able to work from home, we have stable WiFi, and our kids are doing fine online. Yes, they're missing out on some things, but it's ok. Please, as you consider this option, please message it so that all parents understand that it's not only about their kid, but our whole community.

Sarah Whitley - Staff - I've noticed that the district has not waited for the survey to staff and community members regarding returning to in-person instruction to close prior to sharing a plan with the board. As a teacher, this comes across as careless and disrespectful to those of us who upon schools reopening will be in the classroom with students and more at risk of exposure. This pattern of making decisions that directly impact the teachers of this district without proper consideration of teacher input and feedback is disappointing.

Adam Oyster-Sands - Staff - BSD should not use LIPI to circumvent the metrics put in place by the state to ensure a safe return to school for students and staff. To begin LIPI when the numbers are not only high, but climbing is irresponsible and dangerous.

Amanda Bautista - Staff - I was glad to see BSD surveying staff to see what we believe will work best with the limited-in-person-instruction/hybrid instruction when we are able to do that. We are working with students continuously and certainly have some wisdom to share that will benefit us all. Additionally I appreciate that our feelings about safety were being accounted for and recognized. But the today I see a calendar was released with a plan, but this release seems premature since the survey to staff has not yet closed. I am concerned that a calendar has been released without having carefully reviewed the feedback from staff. It makes me wonder if the suggestions and expressions of feelings on the survey will go ignored. I would appreciate it very much if solicited responses were taken into account before decisions are made.

Julie Zamudio – Staff - "I teach in a middle school ISC classroom. My students are significantly impacted by intellectual disability, autism, and/or medical issues. Most are at an 18 month to 3 year developmental level and do pre-K work.

My students are at high risk because they:

Are unable to wear a mask

Place objects in their mouths

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Are unable to wash hands or cover a cough.

Are non-verbal and unable to report symptoms like body aches, sore throat, loss of taste, or shortness of breath. Unless they have a fever, no-one could know that they were sick.

Many have medical conditions which put them at a higher risk of death.

Adults in the classroom are at risk because:

Students are taught in small groups and require the close physical support of an adult.

Adults assist in the restroom with diapers or wiping.

Adults need to assist with feeding.

PPE is not enough to make the ISC safe before COVID is defeated. "

Cathy Cyphers - Staff - "If the metrics are not met, and BSD is bringing back students and staff, you are deciding to put safety SECOND. Let's not pretend anything different.

I have MANY work-load related questions related to lipi, but without a plan, I don't even know where to begin. I hope you ask TEACHERS for input, especially related to students with special needs, BEFORE you ask/tell families.

Assuming you go ahead with this terrible plan: wearing a mask must be mandatory for all.

Teachers will need to be in close proximity to complete routines and Academic work, possibly restrain students. The people who are doing it now—their home caregivers—are the only people who can safely deliver their instruction.

Please Do NOT start this until it is safe. Parents will WANT it because they need a break (I don't blame them!) and this situation is not ideal for anyone. I think a majority of my students' families will want them to go to school in-person. Still NOT a good reason to open. "

Krisi Guerra - Parent - Now that CDL is up and running in BSD, when is the district going to put priority into allowing extracurricular/athletic activities to start? OSAA has outlined a safe start reopening plan for sports that many districts and private schools are following successfully. Why is BSD not following the same plan? A balanced school districts provides both academic and athletic opportunities for students to succeed. These activities provide emotional development, physical exercise, build character, unify students and give them interaction with peers that they are desperately needing. Suicide among teens in Oregon it at an all time high because of the current isolation and depression. Providing students with the choice to participate in extracurricular activities will give balance to their current world that has been so abruptly turned upside down. Please move forward with allowing BSD to reopen extracurricular activities for their students.

Julie Ray - Staff - I've been teaching in the BSD for 25 of my 30 years of teaching. I've taught at 3 high schools (opened one), coached, taught, been an Activities Director, dept. chair...the list goes on. At least 3 times in the last 2 decades, teachers have been thrown into "decision making" committees, excited to be a part of the solution, only to realize later that the decision had already been made by the district without committee input. I really don't want this CDL to Hybrid to LIP (and I don't even know what that means) decision made without solid EDUCATOR input. Seriously. If you want what's best for kids, you've got to include teachers in the decision. I trust that the board and the district knows this--you're all compassionate people. Please hear us. Ask us how difficult this is. Ask us how untenable this situation is. Ask us how scared some of us are to face thousands of kids. Please let us help you do what's best for students. Thank you so much--A proud BSD educator.

Anita Klee - Staff - I hope that you, the Board, will take input from teachers before you make a decision about how to bring some students into our buildings. Depending on the decision you

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make, our ability to continue to teach through CDL will be impacted. In addition to student learning, our health and wellness is at stake. I am working overtime daily to meet student needs currently. This is already very hard work. Please listen to your front line workers as you proceed. Thank you.

Alexandra Fisque - Staff - I am very concerned about returning to the school buildings for in-person learning. Most of the older buildings have very poor ventilation systems, which are dangerous when dealing with COVID-19. We are just entering the indoor & flu season, and as medical experts predicted, we are already seeing a rise in COVID-19 cases every week. I do not feel safe returning to the school buildings at this time. I would come into contact with many students and teachers across two buildings weekly. In addition, students and families are just getting used to the CDL routine, and I think it is unfair to everyone to change the situation now. With the current BSD guideline of only reporting COVID-19 infections if over 30 staff/ students are infected, I think the community may have a false sense of security based on lack of transparency.

Jessica Ekegren - Staff - "School Board Members, I have found the communication with district staff members - especially to building level staff members - to be so minimal this year that it is coming across as disrespectful. By already having a plan for LIPI to present at this meeting, it makes our thoughts and opinions that we were asked to share in a recent survey seem disregarded. I am not sure why I took the time to fill out the survey when there was already a plan in place. Additionally, the survey did not allow for staff members to fully explain or express their thoughts/concerns/ideas. School staff members are working incredibly hard to make school as much as a success this year as possible. We are the ones who take all of the unknowns and put it together to look presentable. I appreciate you sending a survey but next time I would like my answers, comments and time to be valued rather than just seem like a task to check off. Thank you for your time. "

Sherah Campbell – Staff - It is disappointing that the school district is presenting a plan and calendar to the board before the educator’s survey has been closed and evaluated. This continues the pattern of the district making top down decisions without proper input from their educators.

Cheryl Brous – Staff - I'm concerned and confused by the survey received regarding LIPI. It is unclear what students and/or staff would be included. I'm also concerned that it includes a lack of consistency regarding rules around COVID requirements (masks, etc). Please make sure that educators who will be risking their health are part of the conversation, not just surveyed so it can be said that our voices were heard. We deserve more than that.

Suhani Koppolu – Student - Recently you made the decision that AP Independent Studies would only be getting 4 points towards the GPA instead of 5 points. I am writing this in hopes that you will reconsider this decision in my case. This year I chose to take AP Art Studio. Before school started, my counselor told me she couldn't fit AP Art with my schedule and that I should take it as an independent study. Recently she told me about the change to how I would be graded for it. I have found that the only options are to take AP Art independently and not get the 5 points or take a basic elective class offered during 4th period. Neither of these options allows me to challenge myself and the amount of effort and time that goes into AP ART does not justify the four grade points awarded. Taking AP Art as an independent study would not be much different than taking it normally as it is a largely independent class, which varies from traditional AP

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classes. (I'd still participate in the critics and the same experience)

Kathleen Parker - Staff - Dear BSD School Board, I have been pleased with the success of BSD CDL. I teach Kindergarten at William Walker School. I have been a district employee since 2011 at Title I Schools. Students are connected and regularly attending my class. We are adding new students weekly from the metro area and other countries. My team is teaching all content areas and focusing on play to address social-emotional needs and increase engagement. Families are actively engaging in Seesaw to promote their student's learning. There is a good balance of synchronous and asynchronous activities. About 3/19 of my students would benefit from LIPI. They are currently in home or daycare settings where their provider cannot meet their needs in CDL. 2 have IEPs and would benefit from OT services in person 1:1. Most students would struggle changing to hybrid and could possibly even lose learning should we return to school before a vaccine. They need the safety and comfort of their home classrooms. LIPI should be rare

Shawn Vuksich - Staff - Before presenting your plan to return to school or to implement limited in-person instruction, please wait for the the BSD staff survey to be completed, as we are your eyes and ears and bodies on the front line of Covid. We should certainly be able to voice our concerns before the health of us and our families are tested.

Nicole McGee - Staff - As a teacher, I am beginning to feel undervalued, underappreciated, and used. Limited In-Person Instruction news was sent in a survey with no information beforehand and with no option for direct feedback. I feel that the any manner of feedback being asked from staff is another box the district is checking in order to say that they asked for it - but not taking it into consideration. Furthermore, while I don't have physical medical conditions that wouldn't allow me to work with students in person, I feel that Beaverton School District isn't taking safety and mental health of their staff into account. I'm already putting in more hours than I ever have in my career. I don't understand how the district expects more from their teachers with L.I.P.I. I understand students are hurting - I see it every single day in my classes. But how much more will it hurt all of our students if teachers are pushed passed already unhealthy limits and are unable to be there in any capacity for them?

Jen Devlin – Staff - I believe what we want as a community is school like it was before Covid-19. We want to be able to teach in person, have students at school, be at school. However, our reality is far from that. What we do have is a public health crisis on a global level - a pandemic. We need to continue to let that fact sink in. COVID-19 is a pandemic, an easily communicable virus spreading at an unprecedented rate. I implore you as a board to let this sink in; deeply consider what the reality of the situation is not the hopes, not the wishes, value-added or best scenarios. Rather, reality. It is not safe, life and death kind of unsafe, to resume in person instruction, to have students together, share halls or breath in the same space. We need to prioritize safety, the LIVES of kids and teachers. The numbers in our counties are rising and will increase in the coming months. Please value, prioritize the health and lives of all BSD students, families and staff - CDL is the only safe option.

Jessica Loomis - Staff - Repeatedly, teachers on the frontlines are excluded from planning our district's response to Covid. We are given a last-minute survey last week, telling us they want our feedback, but they already have a plan to present tonight. And that plan includes teachers who cannot find childcare due to Covid having to speak to HR about taking a leave of absence. Or people who are high-risk of Covid or uncomfortable returning also having to take an unpaid

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leave. This is demoralizing for teachers who are working long hours to create a positive on-line experience for their students, who they miss desperately, while also taking care of their own kids at home. This work is heartbreaking, isolating, and demanding, but teachers are being dismissed as not working long enough hours and not being included in creative planning and problem solving. I miss my students & want to go back, safely and thoughtfully when the time is right. Please include us in decision making. Thank you.

Shellie Ritter - Staff - The risks of school staying closed are greater than the risks of reopening. Several studies support this. I witness daily what is happening in homes that are struggling to provide education, food, and a living income for their families. Students are often the victims of the stress this causes. In addition, the education they are receiving from remote learning is far inferior to what can be delivered in person. Young students especially need tactile and hands on activities to support their development. Remote learning is simply not good enough. Students and families need the safety and supports of in person school. It is time for districts, teachers, like myself, and staff to step up and deal with the risks of reopening. Healthcare providers have been putting themselves in risks way since March doing what they know has to be done. It is my turn to do the same. I need schools to reopen at least partially to get this done.

Maria Swain Kearns – Staff - I am disturbed by the BSD entering this meeting without having the BEA survey results. Where is the respect and sincere concern for all of the teachers as well as the opinions and feelings of the board and families?

Michelle Menegas - Staff - Hello and thank you for the opportunity to speak. I teach in a specialized program and my learners greatly benefit from in person instruction over CDL. However, many are auto-immuno compromised and at great risk, covid-19 or not. I also have several auto immune diseases, including systemic Lupus, putting me at great risk as well. I love my job and am wanting to return, safely, as soon as possible. It means everything to me. But I need to know how the district plans to protect my students and me? One positive test result in a classroom will eliminate a whole year's worth of sick leave, covid-19 positive or not due to quarantine. What happens if we actually get the virus? Will there be covid-19 relief leave? It seems the money saved from buying fuel for buses, electricity and heating/cooling expenses district-wide could help support protecting people from exhausting all sick leave if it is covid-19 related leave. In order to have a safe return there needs to be a solid plan for this.

Michelle Milburn – Staff - I am concerned that limited in person instruction is being considered by the district as a way to circumvent the metrics that have been put into place to keep students, their families, and school staff safe. On Friday, Oregon reported the highest number of new Covid-19 cases since the pandemic began. This means that this is an unsafe time to be considering such a transition. Until we are able to meet the metrics for the hybrid plan, I feel strongly that it is not safe to return for limited in person instruction. Like many other educators in the district, I have multiple family members in my household who are at high risk for Covid-19 complications. I am also concerned about the family members of the students that I support. Please continue with CDL until we are able to meet the metrics for returning in a hybrid manner, as returning before this means putting people's lives and longterm health at risk.

Katie Gillard – Staff - My colleagues and myself are working really hard to meet our students' needs during CDL. During these unprecedented times, it is imperative that the district involve staff in decisions and planning on how to best serve our students. It's disheartening and frustrating to hear that BSD has been moving forward on making plans for Limited-In-Person

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Instruction without involving educators. The district sent a survey to staff last week that does not close until after this School Board meeting. This does not seem to be a genuine effort to gather input from teachers, but more of a dissemblance.

Sarah – Staff - We support the equitable support and education of all students on our district. However, with the age and variance of buildings throughout the district it does not seem feasible OR equitable to students or educators to require a return to building without assurances of safety for all. Additionally, what is the district doing to assess teachers mental health and workload right now vs. a return to the building? Also are we tracking how many district students/families have become ill with COVID-19?

Lexie Barth – Staff - I do not feel safe returning to in-person teaching and that is because the district is not doing enough to invest in staff safety. Schools can reopen safely if the proper procedures are in place: regular testing of staff and students, mask requirements, social distancing, and proper ventilation. BSD has not addressed any requirements for COVID testing nor stated which schools have safe ventilation. They will provide masks, sanitizer, and distancing, but if a child does not wear the mask, it is up to the administrator to handle it. That is unclear, inconsistent, and may not lead to action. / Cases continue to rise in Oregon and that will only get worse after the Thanksgiving Break and before the Winter Break. This is a very dangerous time to begin any form of in-person instruction. Our school community has many low-income families living in multi-generational and multi-family homes. The community spread could be devastating for our students if we do not do this properly.

Bob Boyer -Staff - Not sure what benefit the kids will receive in this model. 1/2 day at school, once every two weeks (for HS) and the teachers is still teaching in a hybrid model which is tougher than just CDL or full in person - I really think this is a very difficult and unteachable model that to change midstream in this year would be very hard. Either everyone comes back, as in hybrid, or we just stay CDL

Anthony Burton – Staff - I am a teacher at Cedar park middle school. I have a fear that if we switch to hybrid we will not have as much success as we are having now. Right now my students are doing very well and are in a routine. If we change up the dynamic of the class we will go back to step 1 and lose what we have gained. Please consider that some of us are having success when you make your decisions.

Nancy Wilson – Parent - I am both a staff member and a parent of two students in the Beaverton School District. I am very concerned about the mental health of my children. Our children are bearing the biggest burden of this public health crisis. There is more and more data that shows that schools are not super spreaders. Beaverton School District needs to do more than an all or nothing approach. Give parents the choice of what they feel safe doing for their children, in school or CDL. Look at what other districts in the area are doing and allow coaches and teachers to work safely with their students in athletics and activities. This can be done safely. Our children have participated in sports activities since June. We have traveled to numerous states and played against hundreds of athletes. Every sporting event has had strict protocols that have been followed and not one covid case has happened. It can be done. We need to do better! The next generation is watching and they will remember that we failed them!

Madison McGinty – Staff - "In my specialized program classroom at the middle school level, we have finally transitioned to safer, productive, and engaging learning. There are three main

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aspects I ask you to consider:

1. Safety of all: My ENTIRE teaching team is in the "at risk" category and we do not feel safe going back to school. It is not safe to teach or learn from anywhere but home. We will all take leaves of absences. Please keep everyone safe, as we do not want to fear for our lives every single day during our jobs.
2. Holidays with traveling: Not only is flu season coming up, but the time we would be returning to school would be right after families travel and engage in larger group settings, thus spreading COVID faster.
3. Transitions: Students in special education ALREADY struggle with transitions. Now we want them to transition back to school then likely pull them again when metrics rise and we all get sick? The last thing these children (and families) need is to have MORE challenging transitions."

Jennifer McMillen - Staff - "We are not ready to engage in any sort of in-person schooling. The nation is experiencing a third spike in cases, higher than ever before, and the only reason our district isn't experiencing quite as high of numbers is because our kids are home. Staff had been told that we could count on no kids in the building until February, and we planned accordingly! It takes so much time and effort to plan for one way of meeting or the other, and I don't think you realize how much time that is. We also have IAs who are in risk categories and it is unjust to put them in this situation - especially with so little forewarning. People will quit if you do this, and you know that we're having a hard enough time filling positions as it is. No LIPI."

REBECCA VALDIVIA – Parent - Our students (kids) at BSD continue to fall further and further behind nationally and now locally (as other Dists are practicing and gathering for practices and sports) and I would like Grotting to explain why Southridge is not allowing practicing under the OSAA Phase 1 guidelines as other local Districts are, in our community. Get our kids back in class, back in sports, etc. - I see other "non-essential" stuff happening all around and in our town, but the "most essential," our students and their education and their athletics is still on complete lock down.

Susan Marshall – Staff - "I am concerned that BSD hasn't included staff input for the proposed outlay of LIPI. Getting teacher input is critical when we are the people that have a unique perspective in regards to our students. The District preaches collaboration and community input into problem solving but yet isn't including teachers into the solutions. CDL is going well. I personally have a very similar attendance record as I did working in a school building. We are building community getting to know each other and working through challenges together. Those students who need more or can't get connected... well teachers need to be part of the process of solving those issues. Teachers experience and input is paramount. Thank you"

Carrie Matsuo - Staff - "Good evening. Comprehensive Distance Learning has been a challenge for all this school year. How are WE doing during the pandemic school closure? I would encourage the School Board and Cabinet to spend a day or two in the seat of a BSD student to understand where we find so many of our challenges. Specifically for the high school student experience, spend four 70-minute sessions in a row (one hour for lunch) on a Chromebook. Further, I urge you to consult the Early Warning System (data regarding attendance and grades) for an accurate reflection of how things are going regarding teaching, learning, and grades. As we are now in Week 7, we will get a clearer picture of student status and more importantly, OUR systems and effectiveness. Thank you."

District Goal: WE empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

Michelle Espada Graine – Staff - I would like to voice my concern about the decision to present a plan to the board regarding Limited In Person Instruction before the feedback window closes for district staff and the community at large. This sends the message that our feedback isn't crucial or necessary to the district when making decisions, even if this was not the intent. I'm also concerned about the lack of access some families may have to the survey itself. How many languages was the survey made available in? Is the district keeping track of responses based on the percentage of those receiving specialized services versus those who are not, especially intersections between groups (for example those receiving free and reduced lunch and ELD services)? This has an impact on the efficacy of the data. Thank you for your time and consideration.

Erin Seitz - Staff - "I am extremely disappointed to see that sharing a plan for limited in-person instruction was on the today's school board meeting agenda. BSD staff were given a survey about the possibility of starting LIPI that was STILL open for response when this agenda was created. Yet now we are moving forward? This is yet another example of the district pretending they value educator thought (and claim that they are working alongside teachers), when there are behind the scene plans in the works that teachers are not privy to. When will the district start consulting, working with, and valuing staff expertise?  
Based on the information we have been given, it seems that LIPI is being used to circumvent metrics set by the state to ensure the safety of staff and students. There has been no clear plan shared about how LIPI would work, what it would look like, and who it would affect, yet educators were asked to indicate their ability to participate. We need answers, clear communication, and a VOICE."

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## SUPERINTENDENT REPORT

**Comprehensive Distance Learning/Limited In Person Instruction/ Return to School Planning:** The safety of our students, staff, and community continues to be our priority. Our district remains in Comprehensive Distance Learning and has announced it will continue in that status until the end of the first semester, unless the metrics are adjusted by the Governor, Oregon Health Authority and the Department of Education. There has been recent dialogue with the Department of Education, OHA, and the Governor indicating State metrics will/could be adjusted in the near future, allowing in-person instruction to be initiated sooner. School districts are awaiting these possible adjustments as they submit their blueprints for reopening schools and provide for limited in person instruction. The social distancing requirements for meeting current and future metrics are also being reevaluated in moving forward in CDL, Hybrid, and LIPI. Our combined teams of Teaching and Learning and Operations have been working diligently to prepare for multiple scenarios.

**Limited in Person Instruction/Activities and Athletics:** Beaverton, like all other school districts are providing, or in the process of planning for Limited in Person instruction and implementation/expansion of activities and athletics. Our teams are in the process of finalizing phase-in plans and evaluating our social distancing requirements in ensuring safety requirements are being met as outlined by the Oregon Health Authority and the Department of Education.

**Staffing/Enrollment/Finances:** Beaverton, like other school districts in Oregon, are experiencing significant declines in enrollment due to COVID 19. At this time, we are estimating a drop of 1,700 students. The majority of this decline is at the elementary level, with a significant decline in kindergarten. Due to unanticipated enrollment declines, we are currently staffed above our staffing allocation model. Our current estimation reflects a 9-million-dollar deficit. Although school districts are allocated ADM funding on the highest two current years, the district has to balance its revenues and expenditures. We have decided not to make mid-year layoffs at this time due to the harm and disruption to students and parents but will be planning for reduced staffing for the next school year if our enrollment is not restored.

**Return to School/Metrics:** We continue to monitor COVID 19 data in Washington and Multnomah Counties to guide our planning for comprehensive distance learning and determining when it will be safe for our students and staff to return to in person instruction. Recently, the data has been moving in the wrong direction, but as new metrics are being considered, we are evaluating our blueprint for returning to school. At this time, we are still committed to reviewing data and going from quarter to quarter when making decisions to return to in person instruction. This allows our students, families and staff to prepare, plan, and adjust in a timely manner. We continue to offer small group instruction for evaluation, assessment, connectivity, and to serve those students that comprehensive distance learning simply cannot serve due to cognitive, physical, and other significant barriers. Guidance and safety standards from OHA and the Department of Education continue to guide our decision making.

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**Childcare:** We are continuing to work with our County and other school districts in Washington County to provide childcare. Funds are available, and we are communicating to our families regarding how they can access funding for past and future childcare delivered by licensed childcare providers. Deputy Superintendent Mead and his staff are working with our communications department, our business department, childcare providers, and other stakeholders to market this opportunity and deliver funding provided by Washington County.

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## Division 22 Compliance/Assurances

### **SITUATION:**

Each year, districts must report compliance with all state standards set forth in OAR chapter 581, Division 22 to the school board of the district in a public meeting by November 1 and to the Department of Education by November 15. The district must also post the report on compliance with state standards on the district's web page by November 1. For any rule for which the District is not in compliance, a plan of correction is developed.

In April, the State Board amended Division 22 rules to change to the date for Assurance submission to ODE from February 15 to November 15 in order to make the reporting more proximal to a completed past school year.

Also in April, the State Board adopted a streamlined set of Division 22 standards in effect for the 2019-20 school year, in recognition of the challenges faced by districts due to the COVID -19 pandemic. For the 2019-20 school year, school districts are required to report on the Division 22 standards included in OAR 581-022-0103; any standard not included in this rule were waived for the 2019-2020 school year.

Staff have conducted an internal audit of the District's compliance with Division 22 requirements and have determined that the District was in compliance with all 17 Division 22 requirements in effect for 2019-20 school year. The Report to the Community is attached for Board review.

### **RECOMMENDATION:**

It is recommended that the School Board review and discuss the Division 22 Assurances Report to the Community.

# Division 22 Standards for Public Elementary and Secondary Schools

## 2019-20 Assurances Report

By November 1 of each year, school district superintendents are required by [OAR 581-022-2305: Operating Policies and Procedures](#) to report to their school board the district's standing with respect to all of the Standards for Public Elementary and Secondary Schools as set out in Oregon Administrative Rules Chapter 581, Division 22. For the 2019-20 school year, the State Board of Education adopted [OAR 581-022-0103: State Standards for the 2019-20 School Year](#). This rule established a streamlined set of Division 22 standards in effect for the 2019-20 school year, accommodating for the shift to emergency distance learning in response to the COVID-19 pandemic. For the 2019-20 school year, school districts are required to report on the Division 22 standards included in OAR 581-022-0103; any standard not included in this rule is waived for the 2019-2020 school year.

Below is a summary of Beaverton School District's compliance with each of the standards included in [OAR 581-0103: State Standards for the 2019-20 School Year](#). For each standard reported as out of compliance, Beaverton School District has provided an explanation of why the school district was out of compliance and the school district's proposed corrective action plan to come into compliance by the beginning of the 2021-22 school year.

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### Summary of Compliance with Division 22 Requirements

#### Diploma Requirements

Compliance Status for 2019-20 school year: In compliance

#### Credit Options

Compliance Status for 2019-20 school year: In compliance

#### Distance Learning for All

Compliance Status for 2019-20 school year: In compliance

#### Special Education for Children with Disabilities

Compliance Status for 2019-20 school year: In compliance

#### Emergent Bilinguals

Compliance Status for 2019-20 school year: In compliance

#### Talented and Gifted

Compliance Status for 2019-20 school year: In compliance

## Alternative Education Programs

Compliance Status for 2019-20 school year: **In compliance**

## Equal Educational Opportunities

Compliance Status for 2019-20 school year: **In compliance**

## School Counseling

Compliance Status for 2019-20 school year: **In compliance**

## Student Safety

Compliance Status for 2019-20 school year: **In compliance**

## Personnel

Compliance Status for 2019-20 school year: **In compliance**

## Fingerprinting of Subject Individuals in Positions not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses

Compliance Status for 2019-20 school year: **In compliance**

## Individual Student Assessment and Reporting

Compliance Status for 2019-20 school year: **In compliance**

## Student Education Records

Compliance Status for 2019-20 school year: **In compliance**

## Record and Reports

Compliance Status for 2019-20 school year: **In compliance**

## Complaint Procedures

Compliance Status for 2019-20 school year: **In compliance**

## Assurances

Compliance Status for 2019-20 school year: **In compliance**



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## SIA Grant Agreement

### SITUATION:

On March 9<sup>th</sup>, the Board approved the District's Student Investment Account plan. The plan was developed through extensive community engagement, strategic conversations and partnerships, and consultancy with content expertise. It was the result of more than six months of work both internally and externally and is reflective of the needs of the District's historically underserved populations, including students of color, emerging bilinguals, and students with disabilities.

On June 26<sup>th</sup>, the District received notification that the District's SIA plan met requirements.

During the August special Legislative session, the amount of funding for SIA grants was reduced for the 2020-21 school year. The SIA will continue to be funded by the Corporate Activity Tax (CAT), with the amount available for these grants reduced by 68% to a level of \$150M. This level of funding reduced the District's SIA allocation from \$32,759,813 to \$10,531,414. A district reducing the expenditures in their original SIA plan (including reducing activities, strategies, and outcomes) or shifting to a tiered plan do not need to re-submit a plan and/or budget amendment in order to receive SIA funds. The District is not amending the original plan, but is reducing the activities to be implemented during the 2020-21 school year.

Each SIA grant recipient will enter into a grant agreement with ODE. The grant agreement will include the SIA plan which will be inclusive of the longitudinal performance growth targets once finalized and any agreements between a public charter school and the school district. A grant agreement is valid after it is:

- Made available at the main office of the grant recipient and on the recipient's webpage
- Shared during an oral presentation by an administrator at an open meeting
- Made available for the public to comment at an open meeting
- Approved by the governing body of the grant recipient at an open meeting
- Approved by the Oregon Department of Education.

### RECOMMENDATION:

It is recommended that the School Board approve the Student Investment Account Grant Agreement.

# STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13591

## “Student Success Act -Student Investment Account”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Beaverton SD 48J** (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

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

### SECTION 2: PURPOSE

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

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

### SECTION 4: GRANT MANAGERS

#### 4.1 Agency’s Grant Manager is:

Rachael Moser  
Office of Education Innovation & Improvement  
255 Capitol St NE  
Salem, OR 97310-0203  
[SIInfo@ode.state.or.us](mailto:SIInfo@ode.state.or.us)

#### 4.2 Grantee’s Grant Manager is:

Jon Bridges  
Beaverton SD 48J  
16550 SW Merlo Rd  
Beaverton, OR 97003

jon\_bridges@beaverton.k12.or.us

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

## **SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the “Performance Period”).

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$10,531,413.64 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account (“Funding Source”).

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

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

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

### 7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result 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 eligible to accept Grand Funds for this purpose and is duly organized and validly existing under the laws of the State of Oregon;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

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

**SECTION 9: OWNERSHIP**

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

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

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

**9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

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

## **SECTION 10: CONFIDENTIAL INFORMATION**

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

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

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

## SECTION 12: INSURANCE

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

## **SECTION 13: GOVERNING LAW, JURISDICTION**

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

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

## **SECTION 15: DEFAULT**

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

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

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

## SECTION 16: REMEDIES

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

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

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

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

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

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

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

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

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

## **SECTION 19: MISCELLANEOUS**

**19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

**19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

**19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

**19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

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

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Common and Customized Framework)
- Exhibit C (Insurance)

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

## SECTION 20: SIGNATURES

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

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

### STATE OF OREGON acting by and through its Department of Education

By: \_\_\_\_\_  
Name, Title Date

### GRANTEE Beaverton SD 48J

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

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

## **EXHIBIT A THE PROJECT**

### **SECTION I – BACKGROUND AND GOALS**

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

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

The SIA grants are for two purposes:

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

### **SECTION II – PROJECT DEFINITIONS**

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

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

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

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

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

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

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

## ODE SIA

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

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION III – PROJECT ACTIVITIES

**This Grant Agreement is for the Foundational Year only.**

#### **Subsection 1. Continuous SIA Plan Implementation**

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

#### **Subsection 2. Foundational Year SIA Plan Refinement and Extension**

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

## **ODE SIA**

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

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

## **SECTION IV – REPORTING REQUIREMENTS**

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

### **Financial Reports**

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

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

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

### **SIA Plan Performance Reporting**

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

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

### **SIA grant monitoring**

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

**ODE SIA**

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

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

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

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

**SECTION V – DISBURSEMENT and REPORTING PROVISIONS**

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

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

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

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

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

**January 31, 2021**

**April 30, 2021**

**August 30, 2021 (Yearly Report)**

## EXHIBIT B COMMON AND CUSTOMIZED FRAMEWORK BEAVERTON SD 48J

### SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

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

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

#### A. Expect to see

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

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

**B. Would like to see**

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

**C. Would love to see**

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

**SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)**

NA

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

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

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS:**

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

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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

### **COMMERCIAL GENERAL LIABILITY:**

**Required**

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

### **AUTOMOBILE LIABILITY INSURANCE:**

**Required**    **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**TAIL COVERAGE:**

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto: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:**

**ODE SIA**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

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

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

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

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



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## 2020-21 School Year Enrollment Report

### **POLICY ISSUE / SITUATION:**

Each school year on the final school day of September the District tabulates the enrollment totals for each grade level and school. These figures represent the District's baseline enrollment for the school year.

The change in enrollment from 2019-20 to 2020-21 was dramatic, driven primarily by the effects of the COVID-19 pandemic. From 2019-20 to 2020-21, K-12 General Education enrollment fell by 1,585 students, from 39,087 students to 37,502 (-4.06%). Students who enrolled in the newly opened FLEX Online school (total enrollment 1,214) are included in these counts.

Elementary school grades saw a drop of 1,310 (-7.43%). Kindergarten made up the largest share of the decline; this year's kindergarten class has 2,415 students, 494 (-17%) fewer than the 2019-20 class. Middle school grades saw a drop of 328 (-3.51%) and high school increased slightly by 53 (+0.44%).

The attached tables present the District's enrollment for the 2020-21 school year. Also included is a summary of homeschool registrations in BSD (as reported by NWESD) and registrations for online charter schools.

### **RECOMMENDATION:**

It is recommended that the School Board receive the 2020-21 Enrollment Summary. Staff will be available to answer questions during the Board meeting or as a follow-up.

**SY 2020-21**  
**Actual Enrollment**  
 On September 30, 2020

School / Program	Previous Year Enrollment (SY 2019-20)	Actual Enrollment (SY 2020-21)	Actual Change #	Actual Change %
Elementary	17,627	16,317	(1,310)	-7.43%
Middle School	9,347	9,019	(328)	-3.51%
High School	12,113	12,166	53	0.44%
<b>K-12 General Education*</b>	<b>39,087</b>	<b>37,502</b>	<b>(1,585)</b>	<b>-4.06%</b>

Early College (EC)	278	288	10	3.60%
Alternative Programs (AP)	140	102	(38)	-27.14%
Special Education Outside Placement (SP)	84	86	2	2.38%
Self Contained Special Education (SPED)	1,040	961	(79)	-7.60%
Charter Schools	745	772	27	3.62%

<b>District Grand Total</b>	<b>41,374</b>	<b>39,711</b>	<b>(1,663)</b>	<b>-4.02%</b>
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Notes:

**\*Totals include students enrolled in the new FLEX Online School. Detailed breakouts can be found on the following pages.**

*Enrollment count is based on the Enrollment Summary Matrix (ESM), taken on the last school day of September*

*General Education programs include all K-5, K-8, SUMMA, and Rachel Carson programs, and Middle and High School Options programs (e.g. ACMA, CS, ISB, BASE and FLEX Online).*

*Pre-Kindergarten students are not included.*

## Homeschool Registrations

Homeschool registrations, as measured by counts provided by NWESD, are dramatically higher for 2020-21 than in prior years. Counts began increasing in July and peaked in August at 302, with September and October also far above prior years.

### Beaverton School District: Homeschool Registrations received by NWESD

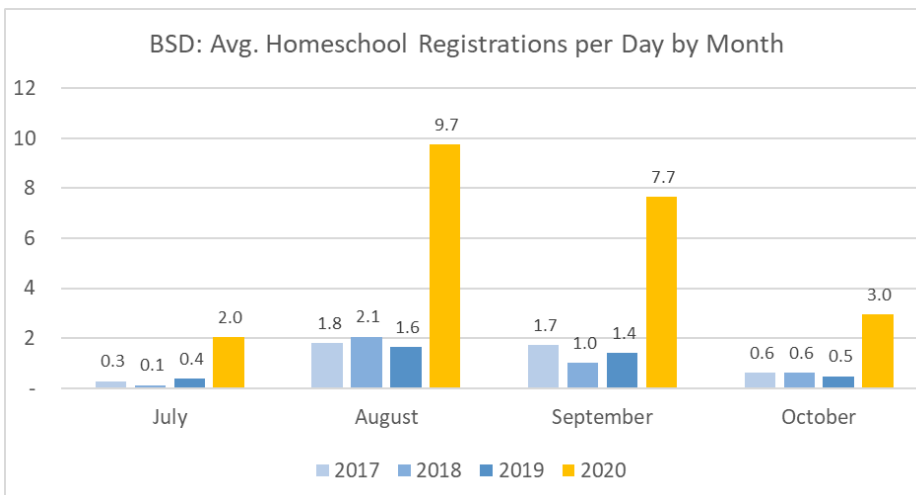
*Counts include only K-12 students, when identified. Counts may include students who were attending private school & then registered for home school. Figures represent count of registrations submitted at a point in time, are not an indicator of current homeschooled students.*

#### Homeschool Registrations by School Year (K-12 Only)

	SY 2015-16	SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21	Diff 19 to 20	% Diff
July	9	13	9	4	12	63	51	425%
August	43	65	56	64	51	302	251	492%
September	29	62	52	31	42	230	188	448%
October	7	16	19	19	15	59	44	293%
November	4	10	5	15	16			
December	13	8	7	13	15			
January	2	12	17	26	22			
February	4	5	9	13	11			
March	4	10	10	14	18			
April	13	17	10	13	20			
May	6	14	8	5	14			
June	8	11	12	11	14			
<b>Total</b>	<b>142</b>	<b>243</b>	<b>214</b>	<b>228</b>	<b>250</b>	<b>654</b>	<b>404</b>	<b>162% YTD</b>

Source: NWESD database  
Last Accessed on 10/19/2020 @ 11:00 AM

The average daily rate of registrations has declined since August, but remains high relative to prior years.

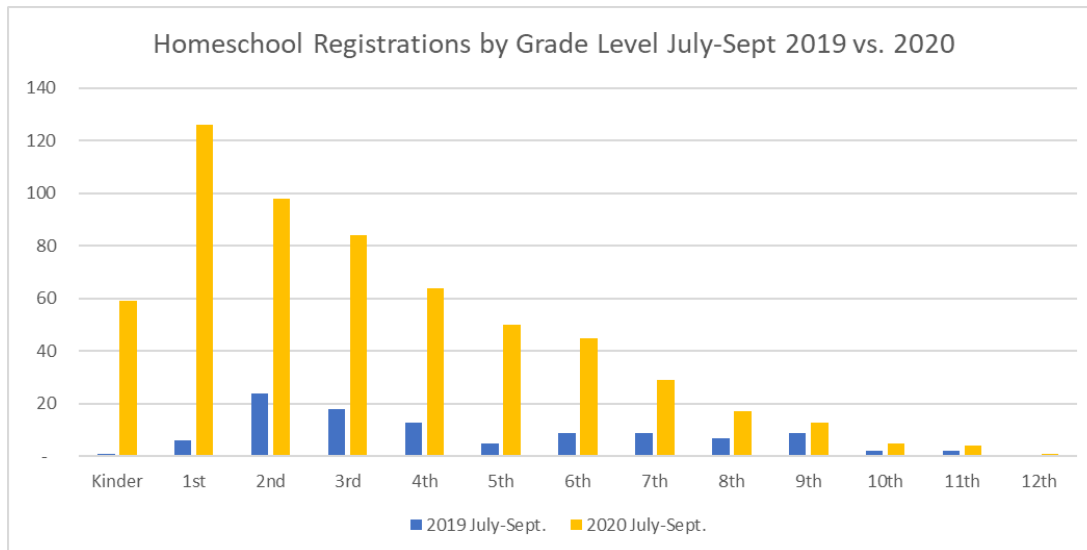


While most grades saw an increase in homeschool registrations, most of the increase was in the elementary grades, going from about 64% of total registrations to about 81%. There was an increase at the middle school level, and to a lesser degree at the high school level.

### Homeschool Registrations By Grade Level

	2019		2020		% of Total	
	July-Sept.	July-Sept.	July-Sept.	July-Sept.	July-Sept.	July-Sept.
Kinder	1	59	1.0%	9.9%		
1st	6	126	5.7%	21.2%		
2nd	24	98	22.9%	16.5%		
3rd	18	84	17.1%	14.1%		
4th	13	64	12.4%	10.8%		
5th	5	50	4.8%	8.4%		
6th	9	45	8.6%	7.6%		
7th	9	29	8.6%	4.9%		
8th	7	17	6.7%	2.9%		
9th	9	13	8.6%	2.2%		
10th	2	5	1.9%	0.8%		
11th	2	4	1.9%	0.7%		
12th	-	1	0.0%	0.2%		
<b>Total</b>	<b>105</b>	<b>595</b>	<b>100.0%</b>	<b>100.0%</b>		

	2019		2020		% of Total	
	July-Sept.	July-Sept.	July-Sept.	July-Sept.	July-Sept.	July-Sept.
K-5th	67	481	63.8%	80.8%		
6-8th	25	91	23.8%	15.3%		
9-12th	13	23	12.4%	3.9%		
<b>Total</b>	<b>105</b>	<b>595</b>	<b>100.0%</b>	<b>100.0%</b>		



## Online Charter School Registrations

The District has adopted a cap of 3% on enrollment to online charter schools (approximately 1,378 students).

As of October 19<sup>th</sup>, 2020, the District has received the following online charter school registration counts for the 2020-21 school year. Detailed figures on grade-level were not available at the time of this report.

### BSD-Resident Students Enrolled in an Online Charter School

SY 2020-21

Charter School	BSD-Resident Enrolled Students
Baker Web Academy	81
Cascade Virtual Academy, K-8	31
Destinations Career Academy of Oregon, 9-11	17
Fossil Distance Learning Program	62
Frontier Charter Academy	26
Insight School of Oregon Painted Hills, K-12	22
Metro East Web Academy	6
Oregon Charter Academy	361
Oregon Virtual Academy	225
Paisley Distance Learning Program	1
Sheridan All Prep Academy	7
Silvies River Charter School	17
Summit Learning Charter	130
Teach-NW	27
Willamette Connections Academy	142
	<b>1,155</b>

As of 10/19/2020

## Enrollment Change by School and Program September 30, 2020

*Denotes boundary change*

Region Elementary School		Current					SY 2019-20 to SY 2020-21	
		SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21	# Change	% Change
SW	<i>Aloha Huber (K-5)</i>	794	741	743	714	646	(68)	-9.5%
CW	<i>Barnes</i>	631	621	634	590	526	(64)	-10.8%
CW	<i>Beaver Acres</i>	743	702	623	708	671	(37)	-5.2%
NW	<i>Bethany</i>	554	530	534	528	447	(81)	-15.3%
NE	<i>Bonny Slope</i>	622	638	650	655	573	(82)	-12.5%
NE	<i>Cedar Mill</i>	408	418	428	428	368	(60)	-14.0%
SW	<i>Chehalem</i>	494	476	471	459	413	(46)	-10.0%
S	<i>Cooper Mountain</i>	508	505	469	461	383	(78)	-16.9%
CW	<i>Elmonica</i>	650	714	757	550	466	(84)	-15.3%
SW	<i>Errol Hassell</i>	453	466	441	426	340	(86)	-20.2%
NE	<i>Findley</i>	778	726	685	636	539	(97)	-15.3%
SE	<i>Fir Grove</i>	470	447	385	387	348	(39)	-10.1%
SE	<i>Greenway</i>	380	353	332	318	301	(17)	-5.3%
SW	<i>Hazeldale</i>	495	430	440	467	420	(47)	-10.1%
SE	<i>Hiteon</i>	657	646	638	634	536	(98)	-15.5%
NW	<i>Jacob Wismer</i>	702	755	725	727	658	(69)	-9.5%
SW	<i>Kinnaman</i>	682	665	630	599	535	(64)	-10.7%
SE	<i>McKay</i>	292	280	283	269	262	(7)	-2.6%
CW	<i>McKinley</i>	619	603	575	634	588	(46)	-7.3%
SE	<i>Montclair</i>	366	331	307	319	254	(65)	-20.4%
S	<i>Nancy Ryles</i>	616	576	642	630	516	(114)	-18.1%
NW	<i>Oak Hills</i>	562	548	552	551	464	(87)	-15.8%
SE	<i>Raleigh Hills (K-5)</i>	397	383	371	359	290	(69)	-19.2%
CE	<i>Raleigh Park</i>	354	369	353	332	316	(16)	-4.8%
CE	<i>Ridgewood</i>	448	414	399	410	331	(79)	-19.3%
NW	<i>Rock Creek</i>	598	573	578	516	418	(98)	-19.0%
NW	<i>Sato (Opened 2017)</i>	-	502	596	649	651	2	0.3%
S	<i>Scholls Heights</i>	525	516	521	571	570	(1)	-0.2%
S	<i>Sexton Mountain</i>	506	495	526	511	447	(64)	-12.5%
NW	<i>Springville (K-5)</i>	944	594	643	724	695	(29)	-4.0%
NE	<i>Terra Linda</i>	393	360	332	349	287	(62)	-17.8%
SE	<i>Vose</i>	613	617	647	693	682	(11)	-1.6%
NE	<i>West TV</i>	349	353	331	336	266	(70)	-20.8%
CE	<i>William Walker</i>	470	455	431	487	449	(38)	-7.8%
<b>Elementary Total (Physical Loc)</b>		<b>18,073</b>	<b>17,802</b>	<b>17,672</b>	<b>17,627</b>	<b>15,656</b>	<b>(1,971)</b>	<b>-11.18%</b>
<b>FLEX Online (K-5)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>661</b>	<b>661</b>	
<b>Elementary Total (Incl. FLEX)</b>		<b>18,073</b>	<b>17,802</b>	<b>17,672</b>	<b>17,627</b>	<b>16,317</b>	<b>(1,310)</b>	<b>-7.43%</b>

*Italics = Title 1*

Regional Groups		Current					SY 2019-20 to SY 2020-21	
		SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21	# Change	% Change
NW	SPR, SATO, JW, RC, BTH, OH	3,360	3,502	3,628	3,695	3,333	(362)	-9.8%
NE	BS, TL, CM, WTV, FIND	2,550	2,495	2,426	2,404	2,033	(371)	-15.4%
CW	MCKN, ELM, BA, BAR	2,643	2,640	2,589	2,482	2,251	(231)	-9.3%
CE	WW, RDG, RPK	1,272	1,238	1,183	1,229	1,096	(133)	-10.8%
SW	AHP, CHE, EH, KIN, HAZ	2,918	2,778	2,725	2,665	2,354	(311)	-11.7%
S	COOP, SXM, NR, SCHO	2,155	2,092	2,158	2,173	1,916	(257)	-11.8%
SE	FG, VOS, GRE, HIT, MKAY, RH, MON	3,175	3,057	2,963	2,979	2,673	(306)	-10.3%
<b>Elementary Total (Physical Loc)</b>		<b>18,073</b>	<b>17,802</b>	<b>17,672</b>	<b>17,627</b>	<b>15,656</b>	<b>(1,971)</b>	<b>-11.18%</b>
<b>FLEX Online</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>661</b>	<b>661</b>	
<b>Elementary Total (Incl. FLEX)</b>		<b>18,073</b>	<b>17,802</b>	<b>17,672</b>	<b>17,627</b>	<b>16,317</b>	<b>(1,310)</b>	<b>-7.43%</b>

Title Status		Current					SY 2019-20 to SY 2020-21	
		SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21*	# Change	% Change
Title I Schools		7,730	7,487	7,322	7,234	6,913	(321)	-4.4%
Non-Title I Schools		10,343	10,315	10,350	10,393	8,743	(1,650)	-15.9%
FLEX Online		-	-	-	-	661	661	
<b>Elementary Total (Incl. FLEX)</b>		<b>18,073</b>	<b>17,802</b>	<b>17,672</b>	<b>17,627</b>	<b>16,317</b>	<b>(1,310)</b>	<b>-7.43%</b>

\*Raleigh Park ES added as Title 1 School in SY 2020-21

There are 15 Title 1 schools for SY 2020-21: Aloha-Huber Park, Barnes, Beaver Acres, Chehalem, Elmonica, Fir Grove, Greenway, Hazeldale, Kinnaman, McKay, McKinley, Raleigh Hills, Raleigh Park, Vose, William Walker

**Enrollment Change by School and Program**  
September 30, 2020

Middle School	Current					SY 2019-20 to SY 2020-21	
	SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21	# Change	% Change
<b>K-8 Schools</b>							
Aloha Huber (6-8)	182	180	183	179	176	(3)	-1.7%
Raleigh Hills (6-8)	180	167	160	163	154	(9)	-5.5%
Springville (6-8)	169	177	178	160	161	1	0.6%
<b>K-8 Schools Subtotal</b>	<b>531</b>	<b>524</b>	<b>521</b>	<b>502</b>	<b>491</b>	<b>(11)</b>	<b>-2.2%</b>
<b>Comprehensive Middle Schools</b>							
Cedar Park	890	872	931	911	816	(95)	-10.4%
Cedar Park - SUMMA	116	93	65	30	-	(30)	-100.0%
Conestoga	893	959	964	975	878	(97)	-9.9%
Five Oaks	818	831	785	833	777	(56)	-6.7%
Rachel Carson	180	178	182	177	175	(2)	-1.1%
Highland Park	781	820	794	750	678	(72)	-9.6%
Highland Park - SUMMA	93	76	54	27	-	(27)	-100.0%
Meadow Park	698	682	668	677	629	(48)	-7.1%
Meadow Park - SUMMA	150	128	126	157	182	25	15.9%
Mountain View	836	811	888	853	781	(72)	-8.4%
Stoller	1,086	1,090	1,162	1,226	952	(274)	-22.3%
Stoller - SUMMA	404	394	352	334	437	103	30.8%
Whitford	627	608	607	614	590	(24)	-3.9%
Whitford - SUMMA	88	81	85	92	120	28	30.4%
<b>Rachel Carson</b>	<b>180</b>	<b>178</b>	<b>182</b>	<b>177</b>	<b>175</b>	<b>(2)</b>	<b>-1.1%</b>
<b>SUMMA Subtotal</b>	<b>851</b>	<b>772</b>	<b>682</b>	<b>640</b>	<b>739</b>	<b>99</b>	<b>15.5%</b>
<b>Comprehensive Subtotal</b>	<b>6,629</b>	<b>6,673</b>	<b>6,799</b>	<b>6,839</b>	<b>6,101</b>	<b>(738)</b>	<b>-10.8%</b>
<b>Options Middle Schools</b>							
ACMA Middle	344	348	338	338	335	(3)	-0.9%
BASE Middle (Cap. Center)	341	377	376	372	385	13	3.5%
ISB Middle	480	482	481	479	474	(5)	-1.0%
<b>Options Subtotal</b>	<b>1,165</b>	<b>1,207</b>	<b>1,195</b>	<b>1,189</b>	<b>1,194</b>	<b>5</b>	<b>0.4%</b>
<b>Middle School Total (All Physical Loc)</b>	<b>9,356</b>	<b>9,354</b>	<b>9,379</b>	<b>9,347</b>	<b>8,700</b>	<b>(647)</b>	<b>-6.9%</b>
<b>FLEX Online (6-8th)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>319</b>	<b>319</b>	<b></b>
<b>Middle School Total (Incl. FLEX)</b>	<b>9,356</b>	<b>9,354</b>	<b>9,379</b>	<b>9,347</b>	<b>9,019</b>	<b>(328)</b>	<b>-3.5%</b>

**Enrollment Change by School and Program**  
September 30, 2020

High School	Current				
	SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21
<b>Comprehensive High Schools</b>					
Aloha	1,899	1,774	1,773	1,751	1,718
Beaverton	1,773	1,644	1,513	1,469	1,508
Mountainside (all grades in 2019)	-	873	1,350	1,787	1,701
Southridge	1,598	1,440	1,401	1,380	1,437
Sunset	2,228	2,068	2,019	1,971	1,953
Westview	2,576	2,484	2,364	2,382	2,288
<b>Comprehensive Subtotal</b>	<b>10,074</b>	<b>10,283</b>	<b>10,420</b>	<b>10,740</b>	<b>10,605</b>

All new HS boundaries into effect

SY 2019-20 to SY 2020-21	
# Change	% Change
(33)	-1.9%
39	2.7%
(86)	-4.8%
57	4.1%
(18)	-0.9%
(94)	-3.9%
<b>(135)</b>	<b>-1.3%</b>

	Current				
	SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21
<b>Options High Schools</b>					
ACMA High School	369	336	361	368	372
Community School (Merlo)	164	161	151	128	106
BASE High School (Cap. Center)	356	344	364	334	456
ISB High School	390	400	381	368	393
SST (Cap. Center)	176	173	163	175	
<b>Options Subtotal</b>	<b>1,455</b>	<b>1,414</b>	<b>1,420</b>	<b>1,373</b>	<b>1,327</b>
<b>High School Total (All Physical Loc)</b>	<b>11,529</b>	<b>11,697</b>	<b>11,840</b>	<b>12,113</b>	<b>11,932</b>
FLEX Online (9-12th)	-	-	-	-	234
<b>High School Total (Incl. FLEX)</b>	<b>11,529</b>	<b>11,697</b>	<b>11,840</b>	<b>12,113</b>	<b>12,166</b>

SY 2019-20 to SY 2020-21	
# Change	% Change
4	1.1%
(22)	-17.2%
122	36.5%
25	6.8%
(175)	-100.0%
<b>(46)</b>	<b>-3.4%</b>

<b>(181)</b>	<b>-1.5%</b>
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234	
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<b>53</b>	<b>0.4%</b>
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Locations with Multiple Schools / Options Programs	Current				
	SY 2016-17	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21
<b>K-8 Schools</b>					
Aloha-Huber Park K-8	976	921	926	893	822
Raleigh Hills K-8	577	550	531	522	444
Springville K-8	1,113	771	821	884	856
<b>Middle Schools</b>					
Cedar Park + SUMMA	1,006	965	996	941	816
Five Oaks + Rachel Carson	998	1,009	967	1,010	952
Highland Park + SUMMA	874	896	848	777	678
Meadow Park + SUMMA	848	810	794	834	811
Stoller + SUMMA	1,490	1,484	1,514	1,560	1,389
Whitford + SUMMA	715	689	692	706	710
<b>Middle &amp; High Options Schools</b>					
ACMA Middle + High	713	684	699	706	707
Community School (Merlo)	164	161	151	128	106
BASE Middle + High (Capital Center)	697	721	740	706	841
ISB Middle + High	870	882	862	847	867
SST (Capital Center)	176	173	163	175	
<b>Options &amp; Mult. Programs (Phys. Loc)</b>	<b>11,217</b>	<b>10,716</b>	<b>10,704</b>	<b>10,689</b>	<b>9,999</b>

Denotes boundary change

SY 2019-20 to SY 2020-21	
# Change	% Change
(71)	-8.0%
(78)	-14.9%
(28)	-3.2%

(125)	-13.3%
(58)	-5.7%
(99)	-12.7%
(23)	-2.8%
(171)	-11.0%
4	0.6%

1	0.1%
(22)	-17.2%
135	19.1%
20	2.4%
(175)	-100.0%

<b>(690)</b>	<b>-6.5%</b>
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## Enrollment by School Grade

September 30, 2020

Elementary School	Grade Level						1st - 5th Grade	K - 5th Grade (Total)	Share of K-5
	Kinder	1st	2nd	3rd	4th	5th			
<i>Aloha Huber (K-5)</i>	95	112	117	108	96	118	551	646	4.0%
<i>Barnes</i>	72	102	81	99	90	82	454	526	3.2%
<i>Beaver Acres</i>	117	103	109	102	119	121	554	671	4.1%
<i>Bethany</i>	64	79	72	71	81	80	383	447	2.7%
<i>Bonny Slope</i>	57	93	120	99	95	109	516	573	3.5%
<i>Cedar Mill</i>	52	53	59	66	61	77	316	368	2.3%
<i>Chehalem</i>	56	67	71	66	68	85	357	413	2.5%
<i>Cooper Mountain</i>	54	69	51	66	74	69	329	383	2.3%
<i>Elmonica</i>	77	90	87	72	67	73	389	466	2.9%
<i>Errol Hassell</i>	58	41	61	62	64	54	282	340	2.1%
<i>Findley</i>	78	77	84	85	103	112	461	539	3.3%
<i>Fir Grove</i>	61	51	54	60	60	62	287	348	2.1%
<i>Greenway</i>	48	55	40	52	49	57	253	301	1.8%
<i>Hazeldale</i>	57	77	83	65	61	77	363	420	2.6%
<i>Hiteon</i>	73	87	67	100	97	112	463	536	3.3%
<i>Jacob Wismer</i>	107	110	93	125	112	111	551	658	4.0%
<i>Kinnaman</i>	77	100	77	91	95	95	458	535	3.3%
<i>McKay</i>	44	51	50	36	31	50	218	262	1.6%
<i>McKinley</i>	107	108	99	108	73	93	481	588	3.6%
<i>Montclair</i>	33	51	44	36	45	45	221	254	1.6%
<i>Nancy Ryles</i>	65	91	87	99	88	86	451	516	3.2%
<i>Oak Hills</i>	80	74	86	70	84	70	384	464	2.8%
<i>Raleigh Hills (K-5)</i>	37	55	44	50	53	51	253	290	1.8%
<i>Raleigh Park</i>	54	43	57	59	42	61	262	316	1.9%
<i>Ridgewood</i>	45	62	56	57	60	51	286	331	2.0%
<i>Rock Creek</i>	59	60	60	89	70	80	359	418	2.6%
<i>Sato</i>	98	107	114	104	117	111	553	651	4.0%
<i>Scholls Heights</i>	98	101	96	99	81	95	472	570	3.5%
<i>Sexton Mountain</i>	66	67	79	81	67	87	381	447	2.7%
<i>Springville (K-5)</i>	112	123	107	126	119	108	583	695	4.3%
<i>Terra Linda</i>	26	58	54	49	46	54	261	287	1.8%
<i>Vose</i>	105	125	117	126	102	107	577	682	4.2%
<i>West TV</i>	41	45	45	41	44	50	225	266	1.6%
<i>William Walker</i>	69	91	72	69	71	77	380	449	2.8%
<b>Elementary Total (Physical Loc)</b>	<b>2,342</b>	<b>2,678</b>	<b>2,593</b>	<b>2,688</b>	<b>2,585</b>	<b>2,770</b>	<b>13,314</b>	<b>15,656</b>	<b>95.9%</b>
<b>FLEX Online (K-5)</b>	<b>73</b>	<b>104</b>	<b>112</b>	<b>127</b>	<b>118</b>	<b>127</b>	<b>588</b>	<b>661</b>	<b>4.1%</b>
<b>Elementary Total (incl. FLEX)</b>	<b>2,415</b>	<b>2,782</b>	<b>2,705</b>	<b>2,815</b>	<b>2,703</b>	<b>2,897</b>	<b>13,902</b>	<b>16,317</b>	<b>100.0%</b>

*Italics = Title 1*

## Enrollment by School Grade

September 30, 2020

Middle School	Grade Level			6th - 8th Total	Share of 6-8
	6th	7th	8th		
<b>K-8 Schools</b>					
Aloha Huber (6-8th graders)	65	57	54	176	2.0%
Raleigh Hills (6-8th graders)	46	57	51	154	1.7%
Springville (6-8th graders)	57	48	56	161	1.8%
<b>K-8 Schools Subtotal</b>	<b>168</b>	<b>162</b>	<b>161</b>	<b>491</b>	<b>5.4%</b>
<b>Comprehensive Middle Schools</b>					
Cedar Park	269	260	287	816	9.0%
Cedar Park - SUMMA				-	0.0%
Conestoga	264	297	317	878	9.7%
Five Oaks	273	252	252	777	8.6%
Rachel Carson	64	59	52	175	1.9%
Highland Park	219	230	229	678	7.5%
Highland Park - SUMMA				-	0.0%
Meadow Park	204	218	207	629	7.0%
Meadow Park - SUMMA	70	60	52	182	2.0%
Mountain View	250	263	268	781	8.7%
Stoller	271	353	328	952	10.6%
Stoller - SUMMA	185	138	114	437	4.8%
Whitford	196	198	196	590	6.5%
Whitford - SUMMA	53	29	38	120	1.3%
<b>Rachel Carson</b>	<b>64</b>	<b>59</b>	<b>52</b>	<b>175</b>	<b>1.9%</b>
<b>SUMMA Subtotal</b>	<b>308</b>	<b>227</b>	<b>204</b>	<b>739</b>	<b>8.2%</b>
<b>Comprehensive Subtotal</b>	<b>1,946</b>	<b>2,071</b>	<b>2,084</b>	<b>6,101</b>	<b>67.6%</b>
<b>Options Middle Schools</b>					
ACMA Middle	110	113	112	335	3.7%
BASE Middle	140	121	124	385	4.3%
ISB Middle	157	158	159	474	5.3%
<b>Options Subtotal</b>	<b>407</b>	<b>392</b>	<b>395</b>	<b>1,194</b>	<b>13.2%</b>
<b>Middle School Total (Physical Loc)</b>	<b>2,893</b>	<b>2,911</b>	<b>2,896</b>	<b>8,700</b>	<b>96.5%</b>
<b>FLEX Online (6-8th)</b>	<b>88</b>	<b>119</b>	<b>112</b>	<b>319</b>	<b>3.5%</b>
<b>Middle School Total (incl. FLEX)</b>	<b>2,981</b>	<b>3,030</b>	<b>3,008</b>	<b>9,019</b>	<b>100.0%</b>

## Enrollment by School Grade

September 30, 2020

High School	Grade Level				9th - 12th Total	Share of 9-12
	9th	10th	11th	12th		
<b>Comprehensive High Schools</b>						
Aloha	448	460	407	403	1,718	14.1%
Beaverton	384	354	374	396	1,508	12.4%
Mountainside	427	412	450	412	1,701	14.0%
Southridge	375	406	341	315	1,437	11.8%
Sunset	500	515	470	468	1,953	16.1%
Westview	616	597	540	535	2,288	18.8%
<b>Comprehensive Subtotal</b>	<b>2,750</b>	<b>2,744</b>	<b>2,582</b>	<b>2,529</b>	<b>10,605</b>	<b>87.2%</b>
<b>Options High Schools</b>						
ACMA High School	111	101	89	71	372	3.1%
Community School (Merlo)	7	13	26	60	106	0.9%
BASE High School (Cap. Center)	128	126	111	91	456	3.7%
ISB High School	122	96	93	82	393	3.2%
<b>Options Subtotal</b>	<b>368</b>	<b>336</b>	<b>319</b>	<b>304</b>	<b>1,327</b>	<b>10.9%</b>
<b>High School Total (Physical Loc)</b>	<b>3,118</b>	<b>3,080</b>	<b>2,901</b>	<b>2,833</b>	<b>11,932</b>	<b>98.1%</b>
<b>FLEX Online (9-12th)</b>	<b>81</b>	<b>75</b>	<b>43</b>	<b>35</b>	<b>234</b>	<b>1.9%</b>
<b>High School Total (Incl. FLEX)</b>	<b>3,199</b>	<b>3,155</b>	<b>2,944</b>	<b>2,868</b>	<b>12,166</b>	<b>100.0%</b>
<b>Early College</b>	-	-	142	146	288	

FLEX Online	Grade Level						1st - 5th Grade	K - 5th Grade	
	Kinder	1st	2nd	3rd	4th	5th			
	73	104	112	127	118	127	588	661	
	Grade Level							6th-8th Grade	
	6th	7th	8th					319	
	88	119	112						
	Grade Level							9th - 12th Total	
	9th	10th	11th	12th				234	
	81	75	43	35					
	<b>FLEX Online Total</b>							<b>1,214</b>	

Charter Schools	Grade Level						1st - 5th Grade	K - 5th Grade (Total)	
	Kinder	1st	2nd	3rd	4th	5th			
Arco Iris	79	79	51	51	49	44	274	353	
Hope Chinese	53	52	52	52	26	51	233	286	
	Grade Level							6th-8th Grade	
	6th	7th	8th					85	
Arco Iris	25	35	25						
Hope Chinese	16	13	19					48	
	<b>Charter School Total</b>							<b>772</b>	

# Budget Projection vs. Actual Enrollment

September 30, 2020

Region	Elementary School	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
SW	<i>Aloha Huber (K-5)</i>	680	646	(34)	-5.0%
CW	<i>Barnes</i>	573	526	(47)	-8.2%
CW	<i>Beaver Acres</i>	680	671	(9)	-1.3%
NW	<i>Bethany</i>	523	447	(76)	-14.5%
NE	<i>Bonny Slope</i>	665	573	(92)	-13.8%
NE	<i>Cedar Mill</i>	431	368	(63)	-14.6%
SW	<i>Chehalem</i>	456	413	(43)	-9.4%
S	<i>Cooper Mountain</i>	447	383	(64)	-14.3%
CW	<i>Elmonica</i>	536	466	(70)	-13.1%
SW	<i>Errol Hassell</i>	408	340	(68)	-16.7%
NE	<i>Findley</i>	587	539	(48)	-8.2%
SE	<i>Fir Grove</i>	371	348	(23)	-6.2%
SE	<i>Greenway</i>	312	301	(11)	-3.5%
SW	<i>Hazeldale</i>	468	420	(48)	-10.3%
SE	<i>Hiteon</i>	627	536	(91)	-14.5%
NW	<i>Jacob Wismer</i>	719	658	(61)	-8.5%
SW	<i>Kinnaman</i>	579	535	(44)	-7.6%
SE	<i>McKay</i>	280	262	(18)	-6.4%
CW	<i>McKinley</i>	639	588	(51)	-8.0%
SE	<i>Montclair</i>	331	254	(77)	-23.3%
S	<i>Nancy Ryles</i>	604	516	(88)	-14.6%
NW	<i>Oak Hills</i>	551	464	(87)	-15.8%
SE	<i>Raleigh Hills (K-5)</i>	346	290	(56)	-16.2%
CE	<i>Raleigh Park</i>	319	316	(3)	-0.9%
CE	<i>Ridgewood</i>	401	331	(70)	-17.5%
NW	<i>Rock Creek</i>	488	418	(70)	-14.3%
NW	<i>Sato</i>	687	651	(36)	-5.2%
S	<i>Scholls Heights</i>	604	570	(34)	-5.6%
S	<i>Sexton Mountain</i>	510	447	(63)	-12.4%
NW	<i>Springville (K-5)</i>	763	695	(68)	-8.9%
NE	<i>Terra Linda</i>	345	287	(58)	-16.8%
SE	<i>Vose</i>	703	682	(21)	-3.0%
NE	<i>West TV</i>	317	266	(51)	-16.1%
CE	<i>William Walker</i>	500	449	(51)	-10.2%
<b>Elementary Total (Physical Loc)</b>		<b>17,450</b>	<b>15,656</b>	<b>(1,794)</b>	<b>-10.3%</b>
<b>FLEX Online (no projection)</b>		<b>-</b>	<b>661</b>	<b>661</b>	
<b>Elementary Total (Incl. FLEX)</b>		<b>17,450</b>	<b>16,317</b>	<b>(1,133)</b>	<b>-6.5%</b>

*Italics = Title 1*

## Budget Projection vs. Actual Enrollment

September 30, 2020

Regional Groups		Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
NW	SPR, SATO, JW, RC, BTH, OH	3,731	3,333	(398)	-10.7%
NE	BS, TL, CM, WTV, FIND	2,345	2,033	(312)	-13.3%
CW	MCKN, ELM, BA, BAR	2,428	2,251	(177)	-7.3%
CE	WW, RDG, RPK	1,220	1,096	(124)	-10.2%
SW	AHP, CHE, EH, KIN, HAZ	2,591	2,354	(237)	-9.1%
S	COOP, SXM, NR, SCHO	2,165	1,916	(249)	-11.5%
SE	FG, VOS, GRE, HIT, MKAY, RH, MON	2,970	2,673	(297)	-10.0%
<b>Elementary Total (Physical Loc)</b>		<b>17,450</b>	<b>15,656</b>	<b>(1,794)</b>	<b>-10.3%</b>
FLEX		-	661	661	
<b>Elementary Total (Incl. FLEX)</b>		<b>17,450</b>	<b>16,317</b>	<b>(1,133)</b>	<b>-6.5%</b>

Title Status	Budget Projection*	Actual Enrollment	# Difference (Actual - Proj)	% Difference	
Title I Schools	7,442	6,913	(529)	-7.1%	
Non-Title I Schools	10,008	8,743	(1,265)	-12.6%	
FLEX Online	-	661	661		
<i>*Raleigh Park ES included as Title 1</i>					
<b>Elementary Total (Incl. FLEX)</b>		<b>17,450</b>	<b>16,317</b>	<b>(1,133)</b>	<b>-6.5%</b>

# Budget Projection vs. Actual Enrollment

September 30, 2020

Middle School	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
<b>K-8 Schools</b>				
Aloha Huber (6-8)	177	176	(1)	-0.6%
Raleigh Hills (6-8)	154	154	-	0.0%
Springville (6-8)	152	161	9	5.9%
<b><i>K-8 Schools Subtotal</i></b>	<b>483</b>	<b>491</b>	<b>8</b>	<b>1.7%</b>

	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
<b>Comprehensive Middle Schools</b>				
Cedar Park	918	816	(102)	-11.1%
Cedar Park - SUMMA	-	-	-	
Conestoga	946	878	(68)	-7.2%
Five Oaks	838	777	(61)	-7.3%
Rachel Carson	176	175	(1)	-0.6%
Highland Park	752	678	(74)	-9.8%
Highland Park - SUMMA	-	-	-	
Meadow Park	659	629	(30)	-4.6%
Meadow Park - SUMMA	199	182	(17)	-8.5%
Mountain View	840	781	(59)	-7.0%
Stoller	1,152	952	(200)	-17.4%
Stoller - SUMMA	404	437	33	8.2%
Whitford	605	590	(15)	-2.5%
Whitford - SUMMA	125	120	(5)	-4.0%
<b><i>Rachel Carson</i></b>	<b>176</b>	<b>175</b>	<b>(1)</b>	<b>-0.6%</b>
<b><i>SUMMA Subtotal</i></b>	<b>728</b>	<b>739</b>	<b>11</b>	<b>1.5%</b>
<b><i>Comprehensive Subtotal</i></b>	<b>6,710</b>	<b>6,101</b>	<b>(609)</b>	<b>-9.1%</b>

	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
<b>Options Middle Schools</b>				
ACMA Middle	343	335	(8)	-2.3%
BASE Middle (Cap. Center)	371	385	14	3.8%
ISB Middle	474	474	-	0.0%
<b><i>Options Subtotal</i></b>	<b>1,188</b>	<b>1,194</b>	<b>6</b>	<b>0.5%</b>
<b>Middle School Total (Physical Loc)</b>	<b>9,285</b>	<b>8,700</b>	<b>(585)</b>	<b>-6.3%</b>
<b>FLEX Online (no projection)</b>	<b>-</b>	<b>319</b>	<b>319</b>	
<b>Middle School Total (Incl. FLEX)</b>	<b>9,285</b>	<b>9,019</b>	<b>(266)</b>	<b>-2.9%</b>

# Budget Projection vs. Actual Enrollment

September 30, 2020

High School	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
<b>Comprehensive High Schools</b>				
Aloha	1,703	1,718	15	0.9%
Beaverton	1,505	1,508	3	0.2%
Mountainside (all grades in 2019)	1,845	1,701	(144)	-7.8%
Southridge	1,432	1,437	5	0.3%
Sunset	2,026	1,953	(73)	-3.6%
Westview	2,392	2,288	(104)	-4.3%
<b>Comprehensive Subtotal</b>	<b>10,903</b>	<b>10,605</b>	<b>(298)</b>	<b>-2.7%</b>

	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
<b>Options High Schools</b>				
ACMA High School	369	372	3	0.8%
Community School (Merlo)	115	106	(9)	-7.8%
BASE High School (Cap. Center)	492	456	(36)	-7.3%
ISB High School	367	393	26	7.1%
<b>Options Subtotal</b>	<b>1,343</b>	<b>1,327</b>	<b>(16)</b>	<b>-1.2%</b>
<b>High School Total (Physical Loc)</b>	<b>12,246</b>	<b>11,932</b>	<b>(314)</b>	<b>-2.6%</b>
<b>FLEX Online (no projection)</b>	<b>-</b>	<b>234</b>	<b>234</b>	
<b>High School Total</b>	<b>12,246</b>	<b>12,166</b>	<b>(80)</b>	<b>-0.7%</b>

Locations with Multiple Schools / Options Programs	Budget Projection	Actual Enrollment	# Difference (Actual - Proj)	% Difference
<b>K-8 Schools</b>				
Aloha-Huber Park K-8	857	822	(35)	-4.1%
Raleigh Hills K-8	500	444	(56)	-11.2%
Springville K-8	915	856	(59)	-6.4%
<b>Middle Schools</b>				
Cedar Park + SUMMA	918	816	(102)	-11.1%
Five Oaks + Rachel Carson	1,014	952	(62)	-6.1%
Highland Park + SUMMA	752	678	(74)	-9.8%
Meadow Park + SUMMA	858	811	(47)	-5.5%
Stoller + SUMMA	1,556	1,389	(167)	-10.7%
Whitford + SUMMA	730	710	(20)	-2.7%
<b>Middle &amp; High Options Schools</b>				
ACMA Middle + High	712	707	(5)	-0.7%
Community School (Merlo)	115	106	(9)	-7.8%
BASE Middle + High (Capital Center)	863	841	(22)	-2.5%
ISB Middle + High	841	867	26	3.1%
<b>Options &amp; Multiple Programs Total</b>	<b>10,631</b>	<b>9,999</b>	<b>(632)</b>	<b>-5.9%</b>

**FLEX Online**  
**General Education Enrollment by Home Attendance Boundary**  
September 30, 2020

**Elementary Schools**

	FLEX Online Students by Home Attendance Boundary	Grade Level						1st - 5th Grade	K - 5th Grade (Total)	Share of K-5 in FLEX	Share of all Gen Ed K-5
		Kinder	1st	2nd	3rd	4th	5th				
SW	<i>Aloha Huber (K-5)</i>	2	1	2	1	1	1	6	8	1.2%	0.05%
CW	<i>Barnes</i>	2	2	1	3	1	2	9	11	1.7%	0.07%
CW	<i>Beaver Acres</i>	2	2	4	1	4	2	13	15	2.3%	0.09%
NW	<i>Bethany</i>	2	5	-	5	2	3	15	17	2.6%	0.10%
NE	<i>Bonny Slope</i>	5	2	5	4	3	4	18	23	3.5%	0.14%
NE	<i>Cedar Mill</i>	3	1	2	4	4	2	13	16	2.4%	0.10%
SW	<i>Chehalem</i>	3	3	4	2	3	2	14	17	2.6%	0.10%
S	<i>Cooper Mountain</i>	3	5	9	9	6	11	40	43	6.5%	0.26%
CW	<i>Elmonica</i>	2	2	1	1	2	1	7	9	1.4%	0.06%
SW	<i>Errol Hassell</i>	2	3	7	3	7	3	23	25	3.8%	0.15%
NE	<i>Findley</i>	1	-	5	2	4	5	16	17	2.6%	0.10%
SE	<i>Fir Grove</i>	-	4	3	5	4	3	19	19	2.9%	0.12%
SE	<i>Greenway</i>	-	5	2	2	2	2	13	13	2.0%	0.08%
SW	<i>Hazeldale</i>	5	1	4	3	-	3	11	16	2.4%	0.10%
SE	<i>Hiteon</i>	5	8	5	9	12	4	38	43	6.5%	0.26%
NW	<i>Jacob Wismer</i>	2	2	5	9	3	14	33	35	5.3%	0.21%
SW	<i>Kinnaman</i>	-	6	1	8	3	2	20	20	3.0%	0.12%
SE	<i>McKay</i>	-	2	1	-	-	2	5	5	0.8%	0.03%
CW	<i>McKinley</i>	5	5	6	9	7	8	35	40	6.1%	0.25%
SE	<i>Montclair</i>	2	4	1	5	2	10	22	24	3.6%	0.15%
S	<i>Nancy Ryles</i>	2	2	6	6	10	5	29	31	4.7%	0.19%
NW	<i>Oak Hills</i>	1	4	4	4	3	9	24	25	3.8%	0.15%
SE	<i>Raleigh Hills (K-5)</i>	-	-	2	3	4	2	11	11	1.7%	0.07%
CE	<i>Raleigh Park</i>	-	-	1	-	1	2	4	4	0.6%	0.02%
CE	<i>Ridgewood</i>	2	4	1	4	1	1	11	13	2.0%	0.08%
NW	<i>Rock Creek</i>	6	4	8	3	10	6	31	37	5.6%	0.23%
NW	<i>Sato</i>	4	6	11	7	5	4	33	37	5.6%	0.23%
S	<i>Scholls Heights</i>	-	1	3	2	3	4	13	13	2.0%	0.08%
S	<i>Sexton Mountain</i>	2	4	-	3	5	2	14	16	2.4%	0.10%
NW	<i>Springville (K-5)</i>	4	5	2	3	2	2	14	18	2.7%	0.11%
NE	<i>Terra Linda</i>	1	1	1	-	1	2	5	6	0.9%	0.04%
SE	<i>Vose</i>	1	3	1	1	2	3	10	11	1.7%	0.07%
NE	<i>West TV</i>	2	5	2	4	-	-	11	13	2.0%	0.08%
CE	<i>William Walker</i>	2	2	2	2	-	1	7	9	1.4%	0.06%
<b>FLEX Elementary Total</b>		<b>73</b>	<b>104</b>	<b>112</b>	<b>127</b>	<b>117</b>	<b>127</b>	<b>587</b>	<b>660</b>	<b>100.0%</b>	<b>4.04%</b>

*Italics = Title 1*

**FLEX Online**  
**General Education Enrollment by Home Attendance Boundary**  
 September 30, 2020

**Elementary Schools**

	FLEX Online Students by Home Attendance Boundary	Kinder	1st	2nd	3rd	4th	5th	1st - 5th Grade	K - 5th Grade (Total)	Share of K-5 in FLEX	Share of all Gen Ed K-5
NW	SPR, SATO, JW, RC, BTH, OH	19	26	30	31	25	38	150	169	25.6%	1.0%
NE	BS, TL, CM, WTV, FIND	12	9	15	14	12	13	63	75	11.4%	0.5%
CW	MCKN, ELM, BA, BAR	11	11	12	14	14	13	64	75	11.4%	0.5%
CE	WW, RDG, RPK	4	6	4	6	2	4	22	26	3.9%	0.2%
SW	AHP, CHE, EH, KIN, HAZ	12	14	18	17	14	11	74	86	13.0%	0.5%
S	COOP, SXM, NR, SCHO	7	12	18	20	24	22	96	103	15.6%	0.6%
SE	FG, VOS, GRE, HIT, MKAY, RH, N	8	26	15	25	26	26	118	126	19.1%	0.8%

<b>Elementary Total</b>	<b>73</b>	<b>104</b>	<b>112</b>	<b>127</b>	<b>117</b>	<b>127</b>	<b>587</b>	<b>660</b>	<b>100.0%</b>	<b>4.04%</b>
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	FLEX Online Enrollment by Title Status	Kinder	1st	2nd	3rd	4th	5th	1st - 5th Grade	K - 5th Grade (Total)	Share of K-5 in FLEX	Share of all Gen Ed K-5
	Title I Schools*	24	38	35	41	34	36	184	208	30.9%	1.27%
	Non-Title I Schools	49	66	77	86	83	91	403	452	69.1%	2.77%

<b>Total</b>	<b>73</b>	<b>104</b>	<b>112</b>	<b>127</b>	<b>117</b>	<b>127</b>	<b>587</b>	<b>660</b>	<b>100.0%</b>	<b>4.04%</b>
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\*Raleigh Park Included as Title 1

**FLEX Online**  
**General Education Enrollment by Home Attendance Boundary**  
 September 30, 2020

**Middle Schools**

FLEX Online Students by Home Attendance Boundary	Grade Level			6th - 8th Total	Share of 6-8 in FLEX	Share of all Gen Ed 6-8
	6th	7th	8th			
<b>Comprehensive Middle Schools</b>						
Cedar Park	9	20	13	42	13.3%	0.47%
Conestoga	6	10	15	31	9.8%	0.34%
Five Oaks	15	19	12	46	14.6%	0.51%
Highland Park	12	15	15	42	13.3%	0.47%
Meadow Park	13	7	10	30	9.5%	0.33%
Mountain View	11	12	14	37	11.7%	0.41%
Stoller	14	26	29	69	21.8%	0.77%
Whitford	6	10	3	19	6.0%	0.21%

<b>FLEX Middle School Total</b>	<b>86</b>	<b>119</b>	<b>111</b>	<b>316</b>	<b>100.0%</b>	<b>3.50%</b>
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**High Schools**

FLEX Online Students by Home Attendance Boundary	Grade Level				9th - 12th Total	Share of 9-12 in FLEX	Share of all Gen Ed 9-12
	9th	10th	11th	12th			
<b>Comprehensive High Schools</b>							
Aloha	9	15	14	4	42	18.1%	0.35%
Beaverton	10	5	6	4	25	10.8%	0.21%
Mountainside	16	14	7	6	43	18.5%	0.35%
Southridge	12	7	5	6	30	12.9%	0.25%
Sunset	22	9	5	6	42	18.1%	0.35%
Westview	12	24	6	8	50	21.6%	0.41%

<b>FLEX High School Total</b>	<b>81</b>	<b>74</b>	<b>43</b>	<b>34</b>	<b>232</b>	<b>100.0%</b>	<b>1.91%</b>
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**All School Levels**

FLEX Online Totals by School Level	OOD or Undetermined *			Share of FLEX	Share of all Gen Ed
	In BSD	*	Grand Total		
Elementary	660	1	661	54.4%	4.05%
Middle School	316	3	319	26.3%	3.54%
High School	232	2	234	19.3%	1.92%
<b>K-12 General Education</b>	<b>1,208</b>	<b>6</b>	<b>1,214</b>	<b>100.0%</b>	<b>3.24%</b>

\* Addresses which at the time of compiling, are either Out of District or cannot be assigned to a boundary (address assignment error)

**Self-Contained Specialized Education: Enrollment by School Grade**  
**September 30, 2020**

Elementary School	Grade						K - 5th Grade (Total)
	Kinder	1st	2nd	3rd	4th	5th	
<b>Beaver Acres</b>							
ISC	3	2	7	7	3	3	25
<b>Chehalem</b>							
EGC	-	2	1	6	3	2	14
<b>Cooper Mountain</b>							
SCC	-	1	4	6	6	1	18
<b>Greenway</b>							
ELC	-	-	-	2	2	3	7
<b>Hazeldale</b>							
SLC	2	1	3	6	3	3	18
<b>Hiteon</b>							
EGC	-	1	1	7	3	5	17
<b>Kinnaman</b>							
ISC	3	3	2	2	4	1	15
<b>McKay</b>							
ALC	1	5	-	5	3	8	22
<b>McKinley</b>							
SRC	4	2	3	4	6	1	20
<b>Oak Hills</b>							
ALC	-	-	1	4	8	5	18
<b>Raleigh Hills (K-5)</b>							
EGC	-	-	-	-	1	3	4
<b>Raleigh Park</b>							
SRC	-	1	3	1	2	-	7
<b>Ridgewood</b>							
SCC	-	2	6	4	4	5	21
<b>Sato</b>							
EGC	1	2	1	6	3	4	17
<b>Scholls Heights</b>							
ISC	3	2	2	2	6	6	21
<b>Sexton Mountain</b>							
SRC	-	8	4	5	9	2	28
<b>Terra Linda</b>							
SRC	1	2	7	1	5	3	19
<b>Vose</b>							
EGC	1	3	3	3	6	1	17
<b>West TV</b>							
SCC	-	-	-	2	6	1	9
<b>William Walker</b>							
ISC	2	6	5	5	2	4	24
<b>Elementary SCSP Total</b>	<b>21</b>	<b>43</b>	<b>53</b>	<b>78</b>	<b>85</b>	<b>61</b>	<b>341</b>

**Schools without SCSP Programs**

- Aloha Huber (K-5)
- Barnes
- Bethany
- Bonny Slope
- Cedar Mill
- Elmonica
- Errol Hassell
- Findley
- Fir Grove
- Jacob Wismer
- Montclair
- Nancy Ryles
- Rock Creek
- Springville (K-5)

**Self-Contained Specialized Education: Enrollment by School Grade**  
**September 30, 2020**

Middle School	Grade			6th - 8th Total
	6th	7th	8th	
<b>Cedar Park</b>				
EGC	2	3	4	9
SCC	6	4	5	15
SRC	3	10	-	13
<b>Cedar Park SCSP Total</b>	<b>11</b>	<b>17</b>	<b>9</b>	<b>37</b>
<b>Conestoga</b>				
EGC	3	6	5	14
SLC	1	3	3	7
<b>Conestoga SCSP Total</b>	<b>4</b>	<b>9</b>	<b>8</b>	<b>21</b>
<b>Five Oaks</b>				
ALC	5	3	3	11
EGC	4	2	2	8
ISC	8	2	4	14
<b>Five Oaks SCSP Total</b>	<b>17</b>	<b>7</b>	<b>9</b>	<b>33</b>
<b>Highland Park</b>				
ALC	2	2	7	11
SCC	3	5	7	15
<b>Highland Park SCSP Total</b>	<b>5</b>	<b>7</b>	<b>14</b>	<b>26</b>
<b>Meadow Park</b>				
EGC	4	2	3	9
ISC	4	4	4	12
<b>Meadow Park SCSP Total</b>	<b>8</b>	<b>6</b>	<b>7</b>	<b>21</b>
<b>Mountain View</b>				
ALC	3	4	3	10
SRC	4	-	6	10
<b>Mountain View SCSP Total</b>	<b>7</b>	<b>4</b>	<b>9</b>	<b>20</b>
<b>Stoller</b>				
ALC	3	5	2	10
SCC	2	3	7	12
<b>Stoller SCSP Total</b>	<b>5</b>	<b>8</b>	<b>9</b>	<b>22</b>
<b>Whitford</b>				
EGC	1	5	2	8
ISC	5	4	3	12
SRC	4	2	5	11
<b>Whitford SCSP Total</b>	<b>10</b>	<b>11</b>	<b>10</b>	<b>31</b>
<b>Middle School SCSP Total</b>	<b>67</b>	<b>69</b>	<b>75</b>	<b>211</b>

**Self-Contained Specialized Education: Enrollment by School Grade**  
September 30, 2020

High School	Grade				9th - 12th Total
	9th	10th	11th	12th	
<b>Aloha</b>					
ALC	-	8	5	6	19
EGC	5	3	3	3	14
SCC	3	4	4	1	12
SRC	2	3	5	-	10
<b>Aloha SCSP Total</b>	<b>10</b>	<b>18</b>	<b>17</b>	<b>10</b>	<b>55</b>
<b>Beaverton</b>					
ALC	8	5	4	1	18
ISC	2	2	4	1	9
SRC	1	3	3	3	10
<b>Beaverton SCSP Total</b>	<b>11</b>	<b>10</b>	<b>11</b>	<b>5</b>	<b>37</b>
<b>Mountainside</b>					
ALC	-	5	2	10	17
ISC	2	3	3	4	12
SLC	1	4	2	2	9
<b>Mountainside SCSP Total</b>	<b>3</b>	<b>12</b>	<b>7</b>	<b>16</b>	<b>38</b>
<b>Southridge</b>					
ALC	5	5	1	4	15
EGC	3	1	4	4	12
ISC	2	7	1	2	12
<b>Southridge SCSP Total</b>	<b>10</b>	<b>13</b>	<b>6</b>	<b>10</b>	<b>39</b>
<b>Sunset</b>					
ALC	4	2	4	4	14
EGC	3	2	2	6	13
SCC	2	4	3	3	12
SRC	4	1	1	1	7
<b>Sunset SCSP Total</b>	<b>13</b>	<b>9</b>	<b>10</b>	<b>14</b>	<b>46</b>
<b>Westview</b>					
ALC	-	7	8	7	22
EGC	5	2	1	2	10
ISC	2	2	6	3	13
SCC	5	3	3	5	16
<b>Westview SCSP Total</b>	<b>12</b>	<b>14</b>	<b>18</b>	<b>17</b>	<b>61</b>
<b>High School SCSP Total</b>	<b>59</b>	<b>76</b>	<b>69</b>	<b>72</b>	<b>276</b>

	6th	7th	8th	9th	10th	11th	12th	Total
<b>Capital Center Programs</b>								
ACE	-	1		2	1	1	2	7
Community							126	126
Community-ISC								-
PTP								-
<b>Capital Center Programs Total</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>128</b>	<b>133</b>

District Totals		Share of District SCSP
Elementary Buildings Total	341	35%
Middle School Buildings Total	211	22%
High School Buildings Total	276	29%
Capital Center Prog.Total	133	14%
<b>District SCSP Total</b>	<b>961</b>	<b>100%</b>

**Self-Contained Specialized Education: Enrollment by School Grade**  
September 30, 2020

**Summary of Projection Accuracy  
SY 2020-21 School Year**

**Projected & Actual Enrollment Summary**

School / Program	Previous Year Enrollment (SY 2019-20)	Projected Enrollment (SY 2020-21)	Projected Change #	Projected Change %	Actual Enrollment (SY 2020-21)	Actual Change #	Actual Change %	Projection Error #	Projection Error %
Elementary	17,627	17,450	(177)	-1.00%	16,317	(1,310)	-7.43%	(1,133)	-6.49%
Middle School	9,347	9,285	(62)	-0.66%	9,019	(328)	-3.51%	(266)	-2.86%
High School	12,113	12,246	133	1.10%	12,166	53	0.44%	(80)	-0.65%
<b>K-12 General Education</b>	<b>39,087</b>	<b>38,981</b>	<b>(106)</b>	<b>-0.27%</b>	<b>37,502</b>	<b>(1,585)</b>	<b>-4.06%</b>	<b>(1,479)</b>	<b>-3.79%</b>
Early College (EC)	278	275	(3)	-1.08%	288	10	3.60%	13	4.73%
Alternative Programs (AP)	140	140	-	0.00%	102	(38)	-27.14%	(38)	-27.14%
Special Education Outside Placement (SP)	84	103	19	22.62%	86	2	2.38%	(17)	-16.50%
Self Contained Special Education (SPED)	1,040	1,072	32	3.08%	961	(79)	-7.60%	(111)	-10.35%
Charter Schools	745	809	64	8.59%	772	27	3.62%	(37)	-4.57%
<b>District Grand Total</b>	<b>41,374</b>	<b>41,380</b>	<b>6</b>	<b>0.01%</b>	<b>39,711</b>	<b>(1,663)</b>	<b>-4.02%</b>	<b>(1,669)</b>	<b>-4.03%</b>

**Projection & Actual Summary by Grade Level**

General Education (Incl. Options)	Previous Year Enrollment (SY 2019-20)	Projected Enrollment (SY 2020-21)	Projected Change #	Projected Change %	Actual Enrollment (SY 2020-21)	Actual Change #	Actual Change %	Projection Error #	Projection Error %
Kindergarten	2,909	2,794	(115)	-3.95%	2,415	(494)	-17.0%	(379)	-13.56%
1st Grade	2,846	2,969	123	4.32%	2,782	(64)	-2.2%	(187)	-6.30%
2nd Grade	2,975	2,882	(93)	-3.13%	2,705	(270)	-9.1%	(177)	-6.14%
3rd Grade	2,845	2,947	102	3.59%	2,815	(30)	-1.1%	(132)	-4.48%
4th Grade	3,001	2,840	(161)	-5.36%	2,703	(298)	-9.9%	(137)	-4.82%
5th Grade	3,051	3,018	(33)	-1.08%	2,897	(154)	-5.0%	(121)	-4.01%
6th Grade	3,137	3,075	(62)	-1.98%	2,981	(156)	-5.0%	(94)	-3.06%
7th Grade	3,090	3,126	36	1.17%	3,030	(60)	-1.9%	(96)	-3.07%
8th Grade	3,120	3,084	(36)	-1.15%	3,008	(112)	-3.6%	(76)	-2.46%
9th Grade	3,222	3,202	(20)	-0.62%	3,199	(23)	-0.7%	(3)	-0.09%
10th Grade	3,168	3,207	39	1.23%	3,155	(13)	-0.4%	(52)	-1.62%
11th Grade	2,946	2,960	14	0.48%	2,944	(2)	-0.1%	(16)	-0.54%
12th Grade	2,777	2,877	100	3.60%	2,868	91	3.3%	(9)	-0.31%
<b>K-12 General Ed.</b>	<b>39,087</b>	<b>38,981</b>	<b>(106)</b>	<b>-0.27%</b>	<b>37,502</b>	<b>(1,585)</b>	<b>-4.06%</b>	<b>(1,479)</b>	<b>-3.79%</b>

Notes:

Totals include students enrolled in the new FLEX Online School.

Enrollment count is based on the Enrollment Summary Matrix (ESM), taken on the last school day of September

General Education programs include all K-5, K-8, SUMMA, and Rachel Carson programs, and Middle and High School Options programs (e.g. ACMA, CS, ISB, BASE and FLEX Online).

Pre-Kindergarten students are not included.



WE EXPECT EXCELLENCE



WE INNOVATE



WE EMBRACE EQUITY



WE COLLABORATE

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## MONTHLY FINANCIAL UPDATE

### POLICY ISSUE / SITUATION:

A budget presentation will be presented by Michael Schofield in addition to the attached financial report as of September 30, 2020 reflecting:

- General Fund Activity and Forecast
- Summary of Revenue, Expenditures and Encumbrances for All Funds Except General Fund
- Classroom Teacher Allocation as of 9/30/2020
- Portfolio Management and Summary
- Investments by Sector and Group
- Selected Funds Summary by Issuer

### RECOMMENDATION:

It is recommended that the School Board receive and discuss this update.

**District Goal:** WE Empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

**Beaverton School District**  
**Year-To-Date Activity and Forecast**  
**General Fund**  
**As of September 30, 2020**  
*(\$ in millions)*

	Adopted Budget	Final Budget	YTD Actuals	Current Encumb.	Actuals & Encumb.	Year-End Forecast
<b>REVENUES:</b>						
Beginning Fund Balance	\$ 32.0	\$ 32.0	\$ 56.4	\$ -	\$ 56.4	\$ 56.4
State School Fund:						
State School Fund	285.8	285.8	94.4	-	94.4	283.9
Property Taxes	149.0	149.0	0.3	-	0.3	149.0
Common School Fund	4.0	4.0	-	-	-	4.0
County School Fund	0.8	0.8	-	-	-	0.8
Local Option Levy	35.3	35.3	0.1	-	0.1	35.3
Investment Earnings	1.6	1.6	-	-	-	0.6
NWRESD Appointment	11.8	11.8	3.5	-	3.5	11.2
Transfers In	-	-	-	-	-	-
Other	16.1	16.1	0.2	-	0.2	11.1
<b>Total</b>	<b>\$ 536.4</b>	<b>\$ 536.4</b>	<b>\$ 154.9</b>	<b>\$ -</b>	<b>\$ 154.9</b>	<b>\$ 552.3</b>
<b>EXPENDITURES:</b>						
Salaries	\$ 276.5	\$ 276.5	\$ 42.4	\$ -	\$ 42.4	\$ 264.1
Benefits	176.7	176.7	27.3	-	27.3	170.8
Purchased services	28.3	28.3	4.1	13.8	17.9	27.7
Supplies & materials	20.1	20.1	3.3	3.9	7.2	15.6
Capital outlay	0.8	0.8	0.2	-	0.2	0.8
Other	2.6	2.6	0.2	0.5	0.7	1.5
Transfers out	4.7	4.7	0.2	-	0.2	3.1
Contingency	26.7	26.7	-	-	-	26.7
<b>Total</b>	<b>\$ 536.4</b>	<b>\$ 536.4</b>	<b>\$ 77.7</b>	<b>\$ 18.2</b>	<b>\$ 95.9</b>	<b>\$ 510.3</b>

<b>Projected Surplus / (Deficit) Balance</b>	<b>\$ 42.0</b>
<b>Projected Ending Fund Balance</b>	<b>\$ 68.7</b>
Projected ending fund balance percentage of actual (forecast) revenue at 6/30/2021 *	<b>12.4%</b>

<b>*Projected ending fund balance breakdown:</b>		Projected EFB	
General Operating Fund		\$ 67.6	12.2%
Local Option Levy Fund		1.1	0.2%

	Adopted Budget	Final Budget	YTD Actuals	Current Encumb.	Actuals & Encumb.	Year-End Forecast
<b>APPROPRIATIONS:</b>						
Instruction	\$ 320.2	\$ 320.2	\$ 45.0	\$ 6.2	\$ 51.2	\$ 305.6
Support Services	182.8	182.8	32.4	11.8	44.2	174.0
Enterprise & Community Svc	0.3	0.3	-	-	-	0.3
Facilities Acquisition & Const	0.1	0.1	-	-	-	0.1
Other Uses	6.3	6.3	0.3	0.3	0.6	3.6
Contingencies	26.7	26.7	-	-	-	26.7
<b>Total</b>	<b>\$ 536.4</b>	<b>\$ 536.4</b>	<b>\$ 77.7</b>	<b>\$ 18.3</b>	<b>\$ 96.0</b>	<b>\$ 510.3</b>

**Beaverton School District**  
**Summary of Revenue, Expenditures and Encumbrances**  
**All Funds Except General Fund**  
**As of September 30, 2020**

<b>Funds</b>	<b>Final Budget (incl Beg Fund Bal)</b>	<b>YTD Revenue (incl Beg Fund Bal)</b>	<b>YTD Expenditures (Incl transfers out)</b>	<b>Encumb.</b>	<b>YTD Expenditures &amp; Encumb.</b>	<b>Expenditure Budget Variance</b>	<b>Percent</b>	<b>Fund Balance</b>
Student Body Fund	\$ 16,305,000	\$ 3,877,277	\$ 249,629	\$ 217,895	\$ 467,524	\$ (15,837,476)	2.87%	\$ 3,409,753
Special Purpose Fund	3,000,000	926,859	-	-	-	(3,000,000)	0.00%	926,859
Categorical	4,125,000	1,566,476	98,419	213,373	311,792	(3,813,208)	7.56%	1,254,684
Grant Fund	90,003,572	3,532,321	6,379,345	3,487,758	9,867,103	(80,136,469)	10.96%	(6,334,782)
Equipment Replacement Fund	4,570,000	4,255,042	1,459,772	60,753	1,520,525	(3,049,475)	33.27%	2,734,517
Sustainability Fund	3,823,243	3,846,447	-	-	-	(3,823,243)	0.00%	3,846,447
Nutrition Services Fund	19,812,622	2,291,864	1,407,288	2,314,015	3,721,303	(16,091,319)	18.78%	(1,429,439)
Debt Service Fund	91,206,599	7,451,757	-	-	-	(91,206,599)	0.00%	7,451,757
Capital Projects Fund	154,840,000	140,432,387	24,025,730	30,963,381	54,989,111	(99,850,889)	35.51%	85,443,276
Insurance Reserve Fund	7,703,790	2,270,483	2,429,583	2,155,642	4,585,225	(3,118,565)	59.52%	(2,314,742)
Workers' Compensation Fund	4,239,092	2,143,194	461,086	206,739	667,825	(3,571,267)	15.75%	1,475,369
Scholarship Fund	490,000	284,495	20,500	31,527	52,027	(437,973)	10.62%	232,468
<b>Total</b>	<b>\$ 400,118,918</b>	<b>\$ 172,878,602</b>	<b>\$ 36,531,352</b>	<b>\$ 39,651,083</b>	<b>\$ 76,182,435</b>	<b>\$ (323,936,483)</b>		<b>\$ 96,696,167</b>



**BEAVERTON SCHOOL DISTRICT CLASSROOM TEACHER ALLOCATION 2020-21**  
**As of 9/30/2020**

School				Budget		Actual		Increase
	Budgeted Enrollment	9/30/2020 Enrollment	Enrollment Change	Without Levy APU	With Levy APU	Without Levy APU	With Levy APU	
Aloha Huber (K-8)	850	822	(28)	31.5	39.5	31.4	39.4	
Barnes	569	526	(43)	20.5	25.5	21.0	26.0	
Beaver Acres	698	696	(2)	25.5	31.5	24.5	30.5	
Bethany	524	447	(77)	17.5	22.5	17.5	21.5	
Bonny Slope	670	573	(97)	22.5	28.5	20.5	26.5	
Cedar Mill	433	368	(65)	14.5	17.5	12.5	16.5	
Chehalem	471	427	(44)	17.5	21.5	16.5	21.5	
Cooper Mountain	472	401	(71)	16.5	20.5	15.5	18.5	
Elmonica	527	466	(61)	18.5	23.5	18.5	23.5	
Errol Hassell	409	340	(69)	14.5	17.5	13.5	16.4	
Findley	589	539	(50)	19.5	23.5	18.5	23.5	
Fir Grove	371	348	(23)	13.5	16.5	12.5	16.5	
Greenway	311	308	(3)	12.5	14.5	10.5	13.5	
Hazeldale	488	438	(50)	17.5	22.5	17.5	21.5	
Hiteon	646	553	(93)	22.5	27.5	21.5	26.5	
Jacob Wismer	723	658	(65)	23.5	29.5	22.5	28.5	
Kinnaman	602	550	(52)	22.5	28.5	23.0	28.0	
McKay	303	284	(19)	10.5	13.5	10.5	12.5	
McKinley	658	608	(50)	24.5	30.5	23.5	29.5	
Montclair	327	254	(73)	11.5	14.5	10.5	13.5	
Nancy Ryles	600	516	(84)	20.5	25.5	19.5	24.5	
Oak Hills	570	482	(88)	19.5	23.5	18.5	22.5	
Raleigh Hills (K-8)	500	448	(52)	16.5	21.5	15.5	20.5	
Raleigh Park	331	323	(8)	12.5	14.5	11.5	14.5	
Ridgewood	421	352	(69)	14.5	17.5	12.5	15.5	
Rock Creek	483	418	(65)	14.5	18.5	15.5	19.5	
Sato	717	670	(47)	23.5	29.5	22.5	28.5	
Scholls Heights	632	591	(41)	21.5	26.5	21.5	26.5	
Sexton Mountain	549	475	(74)	18.5	22.5	18.5	22.5	
Springville (K-8)	928	856	(72)	30.5	37.5	30.5	37.5	
Terra Linda	367	306	(61)	10.5	14.5	11.5	14.5	
Vose	719	699	(20)	26.5	33.5	26.5	32.5	
West TV	322	275	(47)	11.5	13.5	9.5	12.5	
William Walker	527	473	(54)	20.5	25.5	21.0	26.0	
<b>Elementary School Total</b>	<b>18,307</b>	<b>16,490</b>	<b>(1,817)</b>	<b>638.0</b>	<b>793.0</b>	<b>616.3</b>	<b>771.3</b>	<b>155.0</b>



**BEAVERTON SCHOOL DISTRICT CLASSROOM TEACHER ALLOCATION 2020-21**  
As of 9/30/2020

School	Budgeted Enrollment	9/30/2020 Enrollment	Enrollment Change	Budget		Actual		Increase
				Without Levy APU	With Levy APU	Without Levy APU	With Levy APU	
Cedar Park	939	841	(98)	30.0	35.0	28.5	33.5	
Conestoga	959	892	(67)	30.5	36.0	29.0	34.0	
Five Oaks	1,039	978	(61)	38.2	44.7	34.9	40.9	
Highland Park	777	705	(72)	25.0	29.5	25.4	29.4	
Meadow Park	864	821	(43)	31.2	36.7	29.4	34.4	
Mountain View	849	793	(56)	30.8	36.3	29.6	34.6	
Stoller	1,580	1,413	(167)	46.0	54.5	44.8	52.8	
Whitford	729	719	(10)	28.8	33.3	28.3	32.8	
<b>Middle School Total</b>	<b>7,736</b>	<b>7,162</b>	<b>(574)</b>	<b>260.5</b>	<b>306.0</b>	<b>249.8</b>	<b>292.3</b>	<b>42.50</b>
Aloha	1,728	1,768	40	66.4	77.0	61.1	71.9	
Beaverton	1,488	1,522	34	57.8	67.0	57.1	66.1	
Mountainside	1,860	1,717	(143)	62.4	72.6	60.3	70.1	
Southridge	1,439	1,464	25	50.8	59.6	49.7	58.1	
Sunset	2,036	2,000	(36)	61.6	72.4	61.3	71.9	
Westview	2,408	2,344	(64)	76.0	88.4	76.2	89.2	
<b>High School Total</b>	<b>10,959</b>	<b>10,815</b>	<b>(144)</b>	<b>375.0</b>	<b>437.0</b>	<b>365.7</b>	<b>427.3</b>	<b>61.60</b>
Arts & Communication Magnet Academy (6-12)	695	707	12	25.4	29.4	25.4	29.4	
Beaverton Academy of Science and Engineering (6-12)	846	841	(5)	29.4	34.6	29.6	34.2	
Community School (9-12)	200	106	(94)	10.2	11.4	9.8	11.0	
FLEX Online School (K-12)	-	1,214	1,214	-	-	34.4	43.3	
International School of Beaverton (6-12)	828	867	39	30.8	35.2	30.9	35.3	
<b>Options Schools Total</b>	<b>2,569</b>	<b>3,735</b>	<b>1,166</b>	<b>95.8</b>	<b>110.6</b>	<b>130.2</b>	<b>153.2</b>	<b>23.07</b>
<b>Address Extreme Class Size K-12</b>				<b>25.0</b>	<b>25.0</b>			
<b>District Total</b>	<b>39,571</b>	<b>38,202</b>	<b>(1,369)</b>	<b>1,394.3</b>	<b>1,671.6</b>	<b>1,362.0</b>	<b>1,644.1</b>	<b>282.2</b>

	Adopted Budget	Current Projection	Year-to-Date Actual
Beginning Fund Balance 7/01/20:	\$ -	\$ 1,057,179	\$ 1,057,179
Projected Revenue:	35,300,000	35,300,000	60,965
Projected Expense:	35,300,000	35,230,517	5,827,160
Projected Fund Balance 6/30/21:	\$ -	\$ 1,126,662	\$ (4,709,016)

Note: Budgeted enrollment includes general education student projections plus specialized program students.

FLEX Online School was not included in the 2020-21 Adopted Budget. Variances within the pre-existing schools are partly due to students shifting to FLEX Online School, and partly due to decreased enrollment in the District overall.

**Beaverton School District**  
**Portfolio Management**  
**Portfolio Summary**  
**September 30, 2020**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Days to Maturity</b>	<b>YTM</b>
Corporate Notes	35,000,000.00	35,645,250.00	35,000,730.55	15.95	302	2.383
Federal Agency Coupon Securities	20,000,000.00	20,196,600.00	20,344,180.00	9.27	104	2.606
Federal Agency Disc. -At Cost	47,250,000.00	47,244,582.50	47,236,261.15	21.53	48	0.096
Treasury Coupon Securities	18,796,000.00	19,128,137.36	19,100,077.32	8.70	269	0.778
Treasury Discounts -At Cost	53,607,000.00	53,596,965.20	53,004,349.76	24.16	67	0.554
LGIP	44,742,817.16	44,742,817.16	44,742,817.16	20.39	1	1.000
<b>Investments</b>	<b>219,395,817.16</b>	<b>220,554,352.22</b>	<b>219,428,415.94</b>	<b>100.00%</b>	<b>108</b>	<b>1.048</b>

<b>Total Earnings</b>	<b>September 30 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	245,831.92	820,742.65
<b>Average Daily Balance</b>	<b>224,306,466.21</b>	<b>235,697,475.15</b>
<b>Effective Rate of Return</b>	<b>1.33%</b>	<b>1.38%</b>

This report of the investment portfolio is in accordance with Board Policy DFA - Investment of Funds.

Beaverton School District, Prepared By Business Office

**Beaverton School District**  
**Investments by Sector and Group**  
**Index: Investment Policy**  
**Limitation based on Par Value**  
**September 30, 2020**

CUSIP	Investment #	Issuer	Maturity Date	Par Value	Book Value	Market Value	Allocation Target %	Actual %
<b>Federal Agency</b>								
<b>Federal Agricultural Mortgage</b>								
31315KL32	11171	Federal Agricultural Mtg Corp	10/19/2020	10,000,000.00	9,997,341.70	9,999,700.00		4.55
			<b>Subtotal</b>	<b>10,000,000.00</b>	<b>9,997,341.70</b>	<b>9,999,700.00</b>	<b>35.00</b>	<b>4.56</b>
<b>Federal Home Loan Bank</b>								
313371U79	11106	Federal Home Loan Bank	12/11/2020	10,000,000.00	10,093,000.00	10,058,400.00		4.55
313385GL4	11167	Federal Home Loan Bank	06/04/2021	4,250,000.00	4,242,895.42	4,246,812.50		1.93
313384J67	11178	Federal Home Loan Bank	10/06/2020	13,000,000.00	12,998,557.36	12,999,870.00		5.92
313384P94	11180	Federal Home Loan Bank	11/18/2020	20,000,000.00	19,997,466.67	19,998,200.00		9.11
			<b>Subtotal</b>	<b>47,250,000.00</b>	<b>47,331,919.45</b>	<b>47,303,282.50</b>	<b>35.00</b>	<b>21.54</b>
<b>Tennessee Valley Authority</b>								
880591EL2	11105	Tenn Valley Auth	02/15/2021	10,000,000.00	10,251,180.00	10,138,200.00		4.55
			<b>Subtotal</b>	<b>10,000,000.00</b>	<b>10,251,180.00</b>	<b>10,138,200.00</b>	<b>35.00</b>	<b>4.56</b>
			<b>Total</b>	<b>67,250,000.00</b>	<b>67,580,441.15</b>	<b>67,441,182.50</b>	<b>100.00</b>	<b>30.65</b>
<b>Corporate Indebtedness</b>								
<b>Australia &amp; NZ Banking Grp NY</b>								
05253JAC4	11127	Aust & NZ Banking Grp NY	11/23/2021	5,000,000.00	5,076,400.80	5,130,650.00		2.27
			<b>Subtotal</b>	<b>5,000,000.00</b>	<b>5,076,400.80</b>	<b>5,130,650.00</b>	<b>5.00</b>	<b>2.28</b>
<b>Bank of Montreal</b>								
06367T4W7	11122	Bank of Montreal	04/13/2021	5,000,000.00	5,094,868.00	5,075,050.00		2.27
			<b>Subtotal</b>	<b>5,000,000.00</b>	<b>5,094,868.00</b>	<b>5,075,050.00</b>	<b>5.00</b>	<b>2.28</b>
<b>Bank of Nova Scotia</b>								
064159LG9	11123	Bank of Nova Scotia	04/20/2021	5,000,000.00	5,097,953.90	5,077,250.00		2.27
			<b>Subtotal</b>	<b>5,000,000.00</b>	<b>5,097,953.90</b>	<b>5,077,250.00</b>	<b>5.00</b>	<b>2.28</b>
<b>Toronto Dominion Bank</b>								
89114QBL1	11104	Toronto Dominion Bank	07/13/2021	5,000,000.00	4,864,400.00	5,059,700.00		2.27
89114QBL1	11126	Toronto Dominion Bank	07/13/2021	5,000,000.00	5,004,207.85	5,059,700.00		2.27
			<b>Subtotal</b>	<b>10,000,000.00</b>	<b>9,868,607.85</b>	<b>10,119,400.00</b>	<b>5.00</b>	<b>4.56</b>
<b>US Bank</b>								
90331HNX7	11089	US Bank	11/16/2021	5,000,000.00	5,034,650.00	5,166,050.00		2.27
			<b>Subtotal</b>	<b>5,000,000.00</b>	<b>5,034,650.00</b>	<b>5,166,050.00</b>	<b>5.00</b>	<b>2.28</b>

**Beaverton School District  
Investments by Sector and Group  
Limitation based on Par Value**

CUSIP	Investment #	Issuer	Maturity Date	Par Value	Book Value	Market Value	Allocation Target %	Actual %
<b>Corporate Indebtedness</b>								
<b>Westpac Banking Corp</b>								
961214DA8	11090	Westpac Banking Corp	08/19/2021	5,000,000.00	4,828,250.00	5,076,850.00		2.27
			<b>Subtotal</b>	<b>5,000,000.00</b>	<b>4,828,250.00</b>	<b>5,076,850.00</b>	<b>5.00</b>	<b>2.28</b>
			<b>Total</b>	<b>35,000,000.00</b>	<b>35,000,730.55</b>	<b>35,645,250.00</b>	<b>35.00</b>	<b>15.95</b>
<b>OR Treas Local Govt Inv Pool</b>								
<b>Local Government Inv Pool</b>								
LGIP 4010	FUND 000	LGIP		38,318,103.29	38,318,103.29	38,318,103.29		17.46
LGIP 5173	FUND 300	LGIP		1,631,998.22	1,631,998.22	1,631,998.22		0.74
LGIP 4966	FUND 416	LGIP		4,792,203.85	4,792,203.85	4,792,203.85		2.18
LGIP 4972	FUND 417	LGIP		511.80	511.80	511.80		
			<b>Subtotal</b>	<b>44,742,817.16</b>	<b>44,742,817.16</b>	<b>44,742,817.16</b>	<b>100.00</b>	<b>20.39</b>
			<b>Total</b>	<b>44,742,817.16</b>	<b>44,742,817.16</b>	<b>44,742,817.16</b>	<b>100.00</b>	<b>20.39</b>
<b>US Treasuries</b>								
<b>US Treasuries</b>								
912828WY2	11103	U.S. Treasury	07/31/2021	5,000,000.00	4,963,730.00	5,088,500.00		2.27
9128284T4	11166	U.S. Treasury	06/15/2021	13,796,000.00	14,136,347.32	14,039,637.36		6.28
912796Z21	11159	U.S. Treasury	11/12/2020	760,000.00	759,570.28	759,916.40		0.34
912796TN9	11165	U.S. Treasury	10/08/2020	5,063,000.00	5,060,654.85	5,062,949.37		2.30
912796TN9	11168	U.S. Treasury	10/08/2020	6,511,000.00	6,509,395.04	6,510,934.89		2.96
912796TP4	11175	U.S. Treasury	11/05/2020	5,000,000.00	4,998,667.36	4,999,600.00		2.27
9127963S6	11176	U.S. Treasury	07/15/2021	2,258,000.00	2,255,592.09	2,256,148.44		1.02
912796TP4	11177	U.S. Treasury	11/05/2020	8,425,000.00	8,423,525.63	8,424,326.00		3.84
9127962R9	11179	U.S. Treasury	10/15/2020	15,000,000.00	14,998,366.67	14,999,550.00		6.83
912820M87	11096	U.S. Treasury Strips	04/30/2021	10,590,000.00	9,998,577.84	10,583,540.10		4.82
			<b>Subtotal</b>	<b>72,403,000.00</b>	<b>72,104,427.08</b>	<b>72,725,102.56</b>	<b>100.00</b>	<b>33.00</b>
			<b>Total</b>	<b>72,403,000.00</b>	<b>72,104,427.08</b>	<b>72,725,102.56</b>	<b>100.00</b>	<b>33.00</b>
			<b>Grand Total</b>	<b>219,395,817.16</b>	<b>219,428,415.94</b>	<b>220,554,352.22</b>		

**Beaverton School District Selected Funds**  
**Summary by Issuer**  
**September 30, 2020**  
**Grouped by Fund**

Issuer	Number of Investments	Par Value	Market Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Pooled Cash Fund</b>						
Subtotal	5	96,318,103.29	96,315,423.29	43.66	0.449	15
<b>Fund: Debt Service Fund</b>						
Subtotal	2	2,391,998.22	2,391,914.62	1.08	0.719	14
<b>Fund: 2017 Non-Taxable Bond Issue Fu</b>						
Subtotal	12	80,381,203.85	80,961,254.21	36.70	1.822	142
<b>Fund: 2017 Taxable Bond Issue Fund</b>						
Subtotal	8	40,304,511.80	40,885,760.10	18.54	0.976	266
<b>Total and Average</b>	<b>27</b>	<b>219,395,817.16</b>	<b>220,554,352.22</b>	<b>100.00</b>	<b>1.050</b>	<b>108</b>



WE EXPECT EXCELLENCE



WE INNOVATE



WE EMBRACE EQUITY

WE EMBRACE EQUITY



WE COLLABORATE

**BUDGET COMMITTEE MEMBER SELECTION UPDATE****POLICY ISSUE / SITUATION:**

The Budget Committee has two vacancies:

<i>Zone</i>	<i>Board Member</i>	<i>Current Budget Committee Member</i>	<i>Term Expiration</i>
1	Susan Greenberg	Ryan Sweet	2020
2	Anne Bryan	Sarah Beachy	2020

**BACKGROUND INFORMATION:**

The School Board needs to appoint community representatives from Zones 1 and 2 to serve three-year terms on the Budget Committee.

The School Board is using the following process to appoint committee members:

- Openings have been publicized using all communication channels, with a deadline of October 23, 2020.
- A letter of interest and resume is submitted through the online application from each candidate.
- Board Members will review applications submitted for their zone.
- As of this date we have received one application for each zone.
- The deadline will be extended to October 30, 2020.
- Administration hopes to present appointees at the November 30, 2020 School Board Meeting for Board approval.

**RECOMMENDATION:**

It is recommended that the School Board receive and discuss this update.

**District Goal:** WE Empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.



WE EXPECT EXCELLENCE



WE INNOVATE



WE EMBRACE EQUITY



WE COLLABORATE

## BOND ACCOUNTABILITY COMMITTEE REPORT

### Beaverton School District Capital Construction Bond Citizen Accountability Committee Report Second and Third Quarters of 2020

#### Section 4.f. of the Committee's charter specifies:

*The Committee Chair will draft and submit a written report quarterly, or more often if requested, to the Superintendent and School Board. The report will be structured to address the topics in Paragraph 1(a) - (g) and represent a consensus of committee members. The School Board may request reporting at a regular School Board Business Meeting or School Board Work Session. The committee reports are due from the chair to staff not later than seven days prior to the Business Meeting or Work Session.*

The Bond Citizen Accountability Committee (BAC) held three meetings for the six-month reporting period. The meeting dates were April 15, 2020, May 27, 2020 and September 30, 2020. These meetings were conducted via Zoom. The April meeting was ad hoc in order to deal with BAC business requiring a recommendation to the School Board. Each meeting agenda followed a similar structure, with focus on the Bond Program Status Report presented by staff and additional special topics as warranted. There were no site visits during this time. Board Member Eric Simpson also participated in each meeting and Anne Bryan began working with us in the last meeting. The committee members appreciate their commitment to the bond program.

The BAC welcomed three new qualified and interested members, Prashant Kulkarni, David Remos, and Brad Wright. These additions bring us to full force and provide a more diverse and fresh perspective to our oversight role. At the last meeting Brian Kennedy was unanimously elected to Chairman.

The following comments reflect committee consensus regarding each element of the bond program and topics discussed during BAC meetings. As listed in Section 1 of the BAC charter:

**a. Ensuring that the bond revenues are used only for the purposes consistent with the voter-approved bond measure ballot and consistent with state law.**

Committee members agreed that bond revenues are being used for intended purposes, based on information provided by the staff to the committee in the Bond Program Status Reports.

**b. Alignment with the Bond Program Goals approved by the School Board and Board policies.**

Committee members agreed that the bond program and the School Board's goals were met by staff during the second and third quarters. Projects remain within established budgets.

The committee was also pleased to see the continued positive bond program reserves and project contingencies. The equity performance (MWSDVE participation) for both contractors (14.5%) and consultants (17.1%) remains above the 10% aspirational goal established by the Board, as of the end of August 2020. The committee commends staff efforts for helping to continue this work.

**c. Reducing long-term maintenance, construction costs and improving efficiency and longevity, and innovative practices that achieve these; consistent with district standards and best practices.**

Program staff has developed many technical, education, and security standards and have been applying them to projects under the bond program. These represent good construction management practices. Staff has assured the committee that it has processes in place to meet this objective and that ongoing maintenance considerations are factored into project decisions. The staff made a presentation at the May 27, 2020 BAC meeting on examples taken to reduce operational costs. Examples given were additional conduits/raceways, wall and floor finishes, LED lighting and controls, energy efficient HVAC systems, and access for high places and equipment. Procurement strategy using replicate designs provided significant savings and schedule issues. The implementation of Facility Condition Assessment by the staff is the most notable innovative practice that will result in future significant improvements for cost, efficiency and longevity.

**d. Communicating key information related to the bond to District stakeholders.**

The staff presents photos and progress points of capital construction updates to the BAC which are also posted on the BSD website, social media, and BSD Briefs. Bond communications and community involvement are standing items on committee meeting agendas. Staff is continuing to improve communications to District stakeholders. The last newsletter is Fall 2019 and the district is in process of having an updated newsletter in mid-November

**e. The committee will receive and review copies of bond program performance and financial reports, and has the option to inspect school facilities and grounds related to bond activities when coordinated with and accompanied by District staff.**

The committee continues to be satisfied with the quality of information in the reports received at each BAC meeting. Staff presents detailed information and engages in dialogue with BAC members. The Bond Status Progress reports highlight meeting-to-meeting changes in the budget, schedule and equity performance status of the program, as well as updates on individual project line items.

We are into the final two years of the bond program with the last two replacement/renovation projects well underway. The Summer 2020 projects progressed well despite the challenges of the COVID-19 situation.

The Five Oak's Middle School renovation is substantially complete. After years of working construction side-by-side with an occupied school, the final work progress was substantially aided by an empty school building. The project team is working to mitigate a contractor claim (\$60K) of additional preconstruction costs, although there remains a positive contingency balance.

ACMA renovation made substantial progress with the new building wing being closed in and roof complete. Installation of the metal wall panels on the east side is ongoing. Current interior work is concrete polishing, painting, and installing insulation, drywall, ceiling grids, and audio-visual wiring. Landscape work continues. Local code requirements, tie-in of the security system, and additional structural framing resulted in a decrease of contingency funds by \$67K. However, the net contingency balance remains positive.

Seismic upgrades at Aloha High School and Beaver Acres has progressed well. Seismic work includes new roof-wall-foundation connections. New roofs and HVAC systems were part of the Summer 2020 projects at Highland Park and Whitford middle schools and Barnes and Raleigh

Park elementary schools. Minor remodel work is being completed throughout the District from clock replacements to interior classroom lock replacement to auditorium upgrades.

The Central Office Maintenance Facility's renovation and storm water drainage work, including expanding parking to alleviate overflow staff parking in the surrounding neighborhood has encountered a one-year delay in completion due to addressing wetland issues.

During the COVID-19 crisis, construction has proceeded on the 2014 Bond work with good and safe participation by contractors. The staff is working remotely and keeping project management efforts moving forward with some schedule adjustments. For example, the Raleigh Park HVAC and Electrical work has been designated to the watchlist due to COVID-related factory delays.

Total program cost estimates and program reserves remained steady, with a slight increase in total costs and a slight reduction in reserves.

**f. The committee will review monthly reports produced by the district in order to assess general compliance with the purposes set forth in the capital improvement program as approved by the voters.**

The committee received and reviewed each of the status reports on the bond program prepared by staff for the reporting period. Due to the level of construction activity, BAC meetings are now scheduled for six times a year and, if needed, the BAC will convene special meetings. The committee finds that, based on the information received, the program is in compliance with the purposes set forth in the information about the program, provided to voters in advance of the 2014 election.

**g. The committee will perform other reasonable duties requested by the School Board or Superintendent.**

During the April 2020 BAC ad hoc meeting, the staff indicated that they forecast \$12 million in program reserve at completion. The staff presented a list of candidate projects for use of those funds, with the School Board's approval. The projects were ranked based on a point system rating safety and security, operational impact, and community. After discussion the BAC agreed to recommend this list to the Board.

**Recommendation**

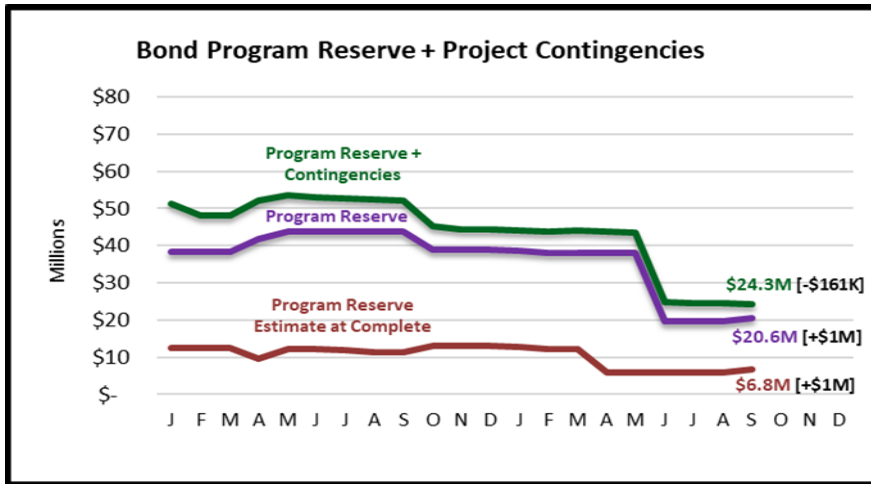
The committee outgoing chair will present this report to the School Board at the October 26, 2020 Board meeting and answer any questions that the School Board may have.

# Bond Program Status Report

Through September 2020

# 2014 Bond Program Executive Summary

September 2020



Bond Program Reserve = Funding available to the Bond Program but not yet allocated to a project  
 Project Contingencies = Funding contained within an approved project budget

Bond Program Funding Total	\$	807,348,435
Revised Approved Current Budget	-	\$ 786,699,684
Bond Program Reserve	<b>\$</b>	<b>20,648,751</b>
Bond Program Reserve	\$	20,648,751
Net Contingency Balance	+	\$ 3,690,554
Bond Program Reserve + Contingencies	<b>\$</b>	<b>24,339,305</b>
Bond Program Funding Total	\$	807,348,435
Program Estimate at Complete (EAC)	-	\$ 800,499,684
Projected Program Reserve Estimate at Complete	<b>\$</b>	<b>6,848,751</b>

**Budget Perspective**

This month the overall Program Reserve increased by \$1M, while the Reserve + Project Contingencies decreased by \$161K. All projects remain within their current approved budgets. Primary cost events were:

- William Walker's budget and contingency decreased by \$1M as part of the close out process. These funds have been added into the Program Reserve.
- Several project contingencies increased as a result of the close out process. These projects and their respective contingency increases are as listed: Raleigh Park HVAC and Electrical (+\$450K), Terra Linda Repipe and Restroom Remodel (+\$574K), Aloha HS Seismic (+\$1M), Beaver Acres Seismic (+\$1.5M). Due to favorable bidding and schedule conditions the unallocated reserve in these projects is higher than what we normally see, and will be reallocated within the program as the projects move further into close out.
- ACMA's contingency decreased by (\$61K) due to miscellaneous change order items, normal for this phase of construction.
- Five Oaks' contingency decreased by (\$99K) due to additional self performed work, costs associated with COVID-19, and design contingency overrun. Many of the cost events in the project are forecasted, and staff is working on mitigation strategies. Third-party financial audit for the project will begin in October.

**Schedule Perspective**

- Sidewalk and asphalt work at ACMA is ongoing. Interior work includes the installation and testing of skylights, painting, and the second floor drywall. The project continues to do well, and is on track.
- This summer's seismic work is wrapping up, with roofing complete and punchlist ongoing at both Aloha HS and Beaver Acres. Design for the final Seismic Upgrades project at Cooper Mountain has begun.
- Security Upgrades Phase 4 has completed the final aiming and testing of cameras at Westview HS and Beaverton HS. Drawings for camera placement at the middle and elementary schools have been received and are under review.
- Most of this summer's projects have reached substantial completion and are moving into closeout. Soon project teams will be transitioning into design efforts for Summer 2021 projects.

**Challenges and Opportunities**

- COVID-19: Staff is working remotely and keeping Project Management efforts moving forward. With no students and staff in the buildings most projects were able to start ahead of schedule. There have been some supply chain issues and delays with equipment, which is impacting our HVAC and electrical projects.
- Raleigh Park HVAC and Electrical: schedule has moved to the watchlist due to COVID-related factory delays. The project team is working on solutions to mitigate that impact and keep the schedule on track.



# 2014 Bond Program Scorecard

Data as of September 30, 2020

September 2020

Performance Key	
Green = On Track	
Yellow = Watchlist	
Red = Trouble	
Gray = Milestone Complete	
(Date) = Target	
Date = Actual	
N/A = Not Applicable	

Current Performance Metrics	ACMA Replacement	Five Oaks Renovation	Maintenance Facility	Aloha High School Seismic & Roofing	Highland Park & Whitford HVAC	Beaver Acres Seismic & Renovation	Raleigh Park HVAC & Electrical	Barnes Roof	Terra Linda Repipe
Overall Budget Performance	On Track	On Track	On Track	On Track	On Track	On Track	On Track	On Track	On Track
Budget Percent Complete	67.00%	84.00%	84.00%	72.00%	65.00%	48.00%	40.00%	55.00%	51.00%
Overall Schedule Performance	On Track	On Track	Watchlist	On Track	On Track	On Track	On Track	On Track	On Track
Schedule Percent Complete	80.00%	90.00%	60.00%	98.00%	75.00%	95.00%	99.00%	65.00%	95.00%

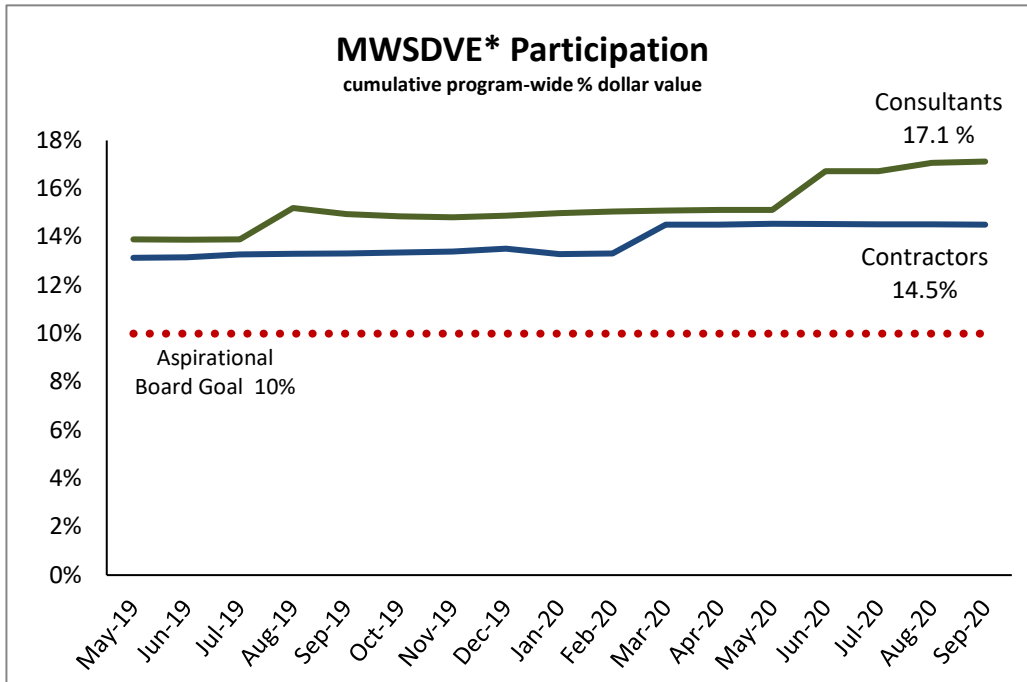
Schedule Milestones	ACMA Renovation	Five Oaks Renovation	Maintenance Facility	Aloha High School Seismic & Roofing	Highland Park & Whitford HVAC	Beaver Acres Seismic & Renovation	Raleigh Park HVAC & Electrical	Barnes Roof	Terra Linda Repipe
Design Team Contracted	5-2016	6-2016	6-2016	9-2018	9-2018	8-2019	8-2019	8-2019	7-2019
Design - Schematic Design	3-2018	10-2017	3-2017	11-2018	10-2018	10-2019	12-2019	10-2019	9-2019
Design - Design Development	8-2018	11-2017	10-2018	1-2019	11-2018	11-2019	1-2020	11-2019	12-2019
Design - Construction Documents	2-2019	5-2018	1-2019	3-2019	3-2019	1-2020	2-2020	1-2020	1-2020
Permitting - Land Use	1-2019	3-2018	1-2019	N/A	N/A	N/A	N/A	N/A	N/A
Permitting - Site Development	5-2019	7-2018	4-2019	N/A	N/A	N/A	N/A	N/A	N/A
Permitting - Building	7-2019	6-2018	4-2019	11-2019	5-2020	4-2020	4-2020	7-2020	4-2020
Construction - Contract Award	5-2019	9-2017	7-2017	2-2019	8-2019	3-2020	3-2020	6-2020	3-2020
Construction - Start	7-2019	6-2018	3-2019	6-2019	4-2020	5-2020	5-2020	7-2020	5-2020
Construction - Finish	(8-2021)	(10-2020)	(10-2021)	9-2020	(10-2020)	9-2020	(10-2020)	(10-2020)	9-2020
Owner Activities - FF&E Ordered	(2-2021)	3-2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Owner Activities - FF&E Delivered	(5-2021)	8-2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Owner Activities - Occupancy	(6-2021)	(10-2020)	(10-2021)	9-2020	(10-2020)	9-2020	9-2020	(10-2020)	9-2020
Project Complete (Month - Year)	<b>(8-2021)</b>	<b>(12-2020)</b>	(10-2021)	<b>9-2020</b>	<b>(10-2020)</b>	<b>9-2020</b>	<b>(10-2020)</b>	<b>(10-2020)</b>	<b>9-2020</b>

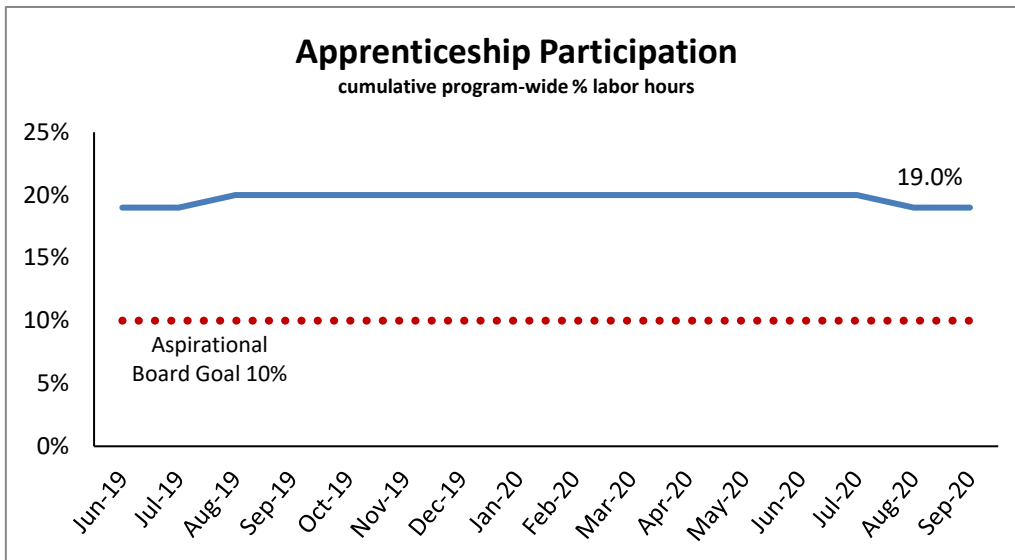
Equity Goals			
Participation	Target %	Current %	Change %
MWSDVE - Consultants	10.0%	17.1%	No change
MWSDVE - Contractors	10.0%	14.5%	No change
Apprenticeship	10.0%	19.0%	No change

# 2014 Construction Bond Program

## Equity Performance September 2020 Report



\*Minority, Women and Service Disabled Veteran Owned Enterprises



# 2014 Bond Program Financial Status Report

## Financial Summary

Data as of September 30, 2020

Project List	Original Budget Allocations	Revised Approved Current Budget	August-20 Est @ Comp	September-20 Est @ Comp	Net Contingency Balance		Budget Summary Notes
ACMA Replacement	\$ 28,300,000	\$ 37,570,155	\$ 37,570,155	\$ 37,570,155	\$ 2,127,052	6.0%	Current contingency decreased by <b>(\$61K)</b> due to miscellaneous change order items
AHS Title IX Compliance	\$ 2,000,000	\$ 3,453,433	\$ 3,453,433	\$ 3,453,433			<b>Completed; Final Cost</b>
Capital Center Improvements & Data Center	\$ 5,000,000	\$ 12,820,187	\$ 12,820,187	\$ 12,820,187			<b>Completed; Final Cost</b>
District-Wide ADA Compliance	\$ 2,000,000	\$ 2,000,000	\$ 1,604,693	\$ 1,604,693			Projects in Process; budget 15% complete
District-Wide Communication System	\$ 7,200,000	\$ 5,282,072	\$ 5,282,072	\$ 5,282,072			<b>Completed; Final Cost</b>
District-Wide Facility Repairs	\$ 98,000,000	\$ 107,298,325	\$ 121,098,325	\$ 121,098,325			
District-Wide HVAC Controls	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000			Projects in Process; budget 33% complete
Domestic / Fire Line Separation	\$ 800,000	\$ 977,120	\$ 977,120	\$ 977,120			Budget 0% complete
Five Oaks MS Renovation & Expansion	\$ 21,100,000	\$ 28,576,419	\$ 28,576,419	\$ 28,576,419	\$ 19,632	0.1%	Current contingency decreased by <b>(\$99K)</b> due to additional self-performed work, costs associated with COVID-19, and design contingency overrun
Green Energy Technology	\$ 5,000,000	<i>(Budget Moved to Other Projects)</i>					<b>Scope completed via new schools and rebuilds</b>
Hazeldale K-5 Replacement	\$ 24,600,000	\$ 31,756,091	\$ 31,756,091	\$ 31,756,091	\$ 120,024		In Close-Out; Construction Completed 2018
IT Data Center @ Capital Center	\$ 2,900,000	<i>(Budget Moved to CC Project)</i>					<b>Scope completed via Capital Center Improvements</b>
Kitchen Improvements	\$ 800,000	\$ 977,120	\$ 977,120	\$ 977,120			Projects in Process; budget 35% complete
Land for new K-5 @ So. Cooper Mountain	\$ 3,000,000	\$ 7,800,000	\$ 7,800,000	\$ 7,800,000			In Close-Out; Purchase completed 2019
Maintenance Facility Improvements Phase I	\$ 10,000,000	\$ 11,263,990	\$ 11,263,990	\$ 11,263,990	\$ 130,060	1.2%	
McKay ADA Improvements	\$ 400,000	\$ 634,540	\$ 634,540	\$ 634,540			<b>Completed; Final Cost</b>
New HS: Mountainside	\$ 109,000,000	\$ 184,135,294	\$ 184,135,294	\$ 184,135,294	\$ 362,300		In Close-Out; Construction Completed 2017
New ES: Sato K5	\$ 25,000,000	\$ 38,175,000	\$ 38,175,000	\$ 38,175,000	\$ 83,666		In Close-Out; Construction Completed 2017
New MS @ Timberland	\$ 51,600,000	\$ 61,371,096	\$ 61,371,096	\$ 61,371,096	\$ 261,073		Construction completed 2016; remaining budget reserved for final outfitting
Raleigh Hills K-8 Improvements	\$ 9,700,000	\$ 1,419,490	\$ 1,419,490	\$ 1,419,490			<b>Completed; Final Cost</b>
Raleigh Hills K-8 Improvements (Funding Hold)	\$ -	\$ 11,821,753	\$ 11,821,753	\$ 11,821,753			
Security Upgrades	\$ 10,000,000	\$ 17,982,307	\$ 18,377,614	\$ 18,377,614			Projects in Process; 75% complete
Seismic Upgrades	\$ 4,200,000	\$ 23,754,138	\$ 23,754,138	\$ 23,754,138			Projects in Process; 65% complete

# 2014 Bond Program Financial Status Report

## Financial Summary

Data as of September 30, 2020

Project List	Original Budget Allocations	Revised Approved Current Budget	August-20 Est @ Comp	September-20 Est @ Comp	Net Contingency Balance	Budget Summary Notes
SHS Title IX Compliance	\$ 2,000,000	\$ 4,285,317	\$ 4,285,317	\$ 4,285,317		Completed; Final Cost
Springville K-8 Improvements	\$ 2,000,000	\$ 510,016	\$ 510,016	\$ 510,016		Completed; Final Cost
Vose K-5 Replacement	\$ 24,800,000	\$ 33,846,280	\$ 33,846,280	\$ 33,846,280		Completed; Final Cost
William Walker K-5 Replacement	\$ 24,600,000	\$ 35,684,200	\$ 36,684,200	\$ 35,684,200	\$ 586,747	Current budget and contingency decreased by <b>(\$1M)</b> as project savings were allocated to Program Reserve
Added Projects	\$ -	\$ 6,516,007	\$ 6,516,007	\$ 6,516,007		Projects in Process; 50% complete
Program Contingency	\$ 45,400,000					
Program Inflation	\$ 52,800,000					
Pre-Bond Expenditure Reimbursements	\$ 1,000,000	\$ 998,828	\$ 998,828	\$ 998,828		Completed; Final Cost
Bond Management Costs	\$ 20,000,000	\$ 30,990,506	\$ 30,990,506	\$ 30,990,506		
Bond Issuance Costs	\$ 6,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000		
<b>Construction Subtotal</b>	<b>\$ 600,000,000</b>	<b>\$ 706,699,684</b>	<b>\$ 721,499,684</b>	<b>\$ 720,499,684</b>	<b>\$ 3,690,554</b>	
Learning Technology	\$ 56,000,000	\$ 56,000,000	\$ 56,000,000	\$ 56,000,000		
Critical Equipment	\$ 24,000,000	\$ 24,000,000	\$ 24,000,000	\$ 24,000,000		
<b>Tech &amp; Equip Subtotal</b>	<b>\$ 80,000,000</b>	<b>\$ 80,000,000</b>	<b>\$ 80,000,000</b>	<b>\$ 80,000,000</b>		
<b>Grand Totals</b>	<b>\$ 680,000,000</b>	<b>\$ 786,699,684</b>	<b>\$ 801,499,684</b>	<b>\$ 800,499,684</b>	<b>\$ 3,690,554</b>	Contingency Balance change of <b>(\$1.2M)</b>
<b>Added Funding to Bond Program</b>						
Bond Premium (First Bond Sale)	\$ 63,295,961					
Bond Premium (Second Bond Sale)	\$ 30,270,107					
Interest Earnings (First Bond Sale)	\$ 5,340,214					
Interest Earnings (Second Bond Sale)	\$ 13,236,261					
Other Additional Funding (see Tab)	\$ 15,205,892					
<b>Grand Total Added Funding</b>	<b>\$ 127,348,435</b>					
<b>GRAND TOTAL 2014 BOND FUNDING</b>	<b>\$ 807,348,435</b>					Total Funding Unchanged
<b>Program Reserve</b>		<b>\$ 20,648,751</b>	<b>\$ 5,848,751</b>	<b>\$ 6,848,751</b>		Program Reserve change of <b>+\$1M</b>
<b>Program Reserve + Project Contingencies</b>					<b>\$ 24,339,305</b>	Change of <b>(\$161K)</b>

2014 Bond Program Financial Status Report  
Additional Funding Allocations to Bond Program

Data as of September 30, 2020

Source	Funding	Assigned to Projects	Assigned to Program Reserve	Budget Summary Notes
Remaining 2006 Bond Savings	\$ 576,615	Mountainside HS	\$ -	
Capital Center Rent Revenue Balance	\$ 433,385	Mountainside HS	\$ -	
Construction Excise Tax Revenue	\$ 1,130,655	Capital Center	\$ -	
Construction Excise Tax Revenue forecasted to 2021	\$ 5,021,577		\$5,021,577	
THPRD reimb.	\$ 449,783		\$ 449,783	
SB 1149 reimb.	\$ 2,704,083	District-wide Repairs	\$ -	
ETO reimb.	\$ 1,362,287	District-wide Repairs	\$ 1,312,626	
Facility grants	\$ 3,027,507		\$ 3,027,507	
Sato: TVWD Reimbursement	\$ 500,000	Sato K-5	\$ -	
<b>TOTAL</b>	<b>\$15,205,892</b>		<b>\$9,811,493</b>	

**2014 Bond Program Financial Status Report**  
**Added Projects**

Data as of September 30, 2020

<b>Added Projects</b>	<b>Approved by &amp; Date</b>	<b>Original Budget</b>	<b>Revised Approved Current Budget</b>	<b>August-20 Est @ Comp</b>	<b>September-20 Est @ Comp</b>	<b>Net Contingency Balance</b>	<b>Budget Summary Notes</b>
Seclusion Rooms Alterations	Safety Comm 5/19/14		\$ 99,368	\$ 99,368	\$ 99,368	\$ -	<b>Completed; Final Cost</b>
Portable Relocations 2014	Sr LT 5/20/14		\$ 591,685	\$ 591,685	\$ 591,685	\$ -	<b>Completed; Final Cost</b>
Portable Relocations 2015	Sr LT 3/2015		\$ 294,257	\$ 294,257	\$ 294,257	\$ -	<b>Completed; Final Cost</b>
Title IX Projects - Group II	Sr LT 3/2015		\$ 1,030,697	\$ 1,030,697	\$ 1,030,697	\$ -	<b>Completed; Final Cost</b>
Classroom Door Locks	SB 6/18/18		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	<b>Budget 69% complete; phase 2 work ongoing</b>
Security Upgrades: Classroom Walls	SB 6/15/20		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	Scheduled to begin 2021
Security Upgrades: Paging	SB 6/15/20		\$ 500,000	\$ 500,000	\$ 500,000	\$ -	Scheduled to begin 2021
<b>Added Projects Total</b>		<b>\$ -</b>	<b>\$ 6,516,007</b>	<b>\$ 6,516,007</b>	<b>\$ 6,516,007</b>		

# 2014 Bond Program Financial Status Report

Data as of September 30, 2020

## District-Wide Repair Projects

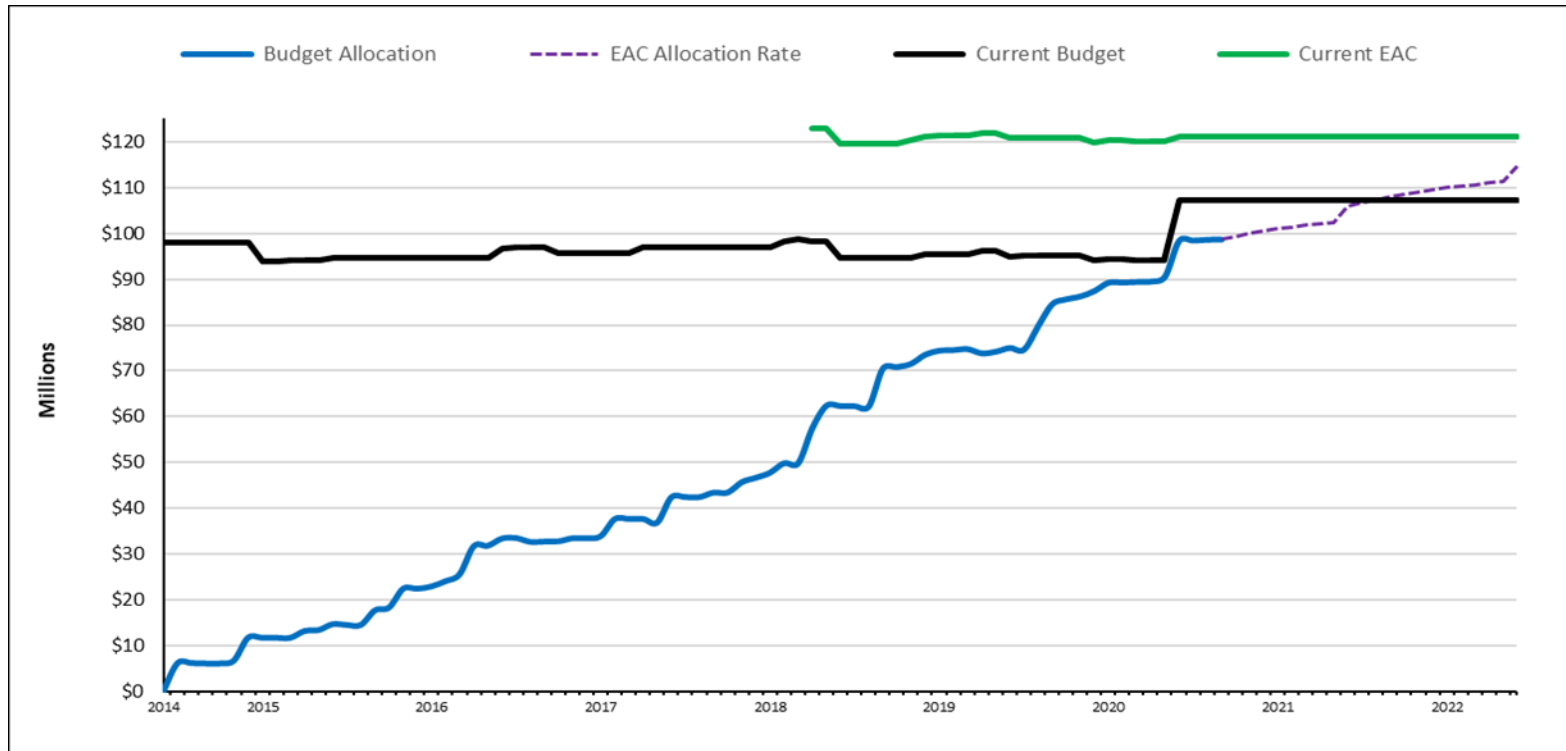
### "The \$98M"

Project	Initial Budget	Revised Approved Current Budget	August-20 Est @ Comp	September-20 Est @ Comp	Net Contingency Balance		Budget Summary Notes
Completed Projects	\$ 24,993,905	\$ 51,256,479	\$ 51,256,480	\$ 51,256,480			<b>Completed; Final Cost</b>
Projects in Close-out	\$ 1,140,000	\$ 6,916,012	\$ 6,916,012	\$ 6,916,012	\$ 256,052	3.8%	
District-Wide Auditorium Upgrades	\$ 4,384,538	\$ 6,475,346	\$ 6,475,346	\$ 6,475,346			
Highland Park & Whitford HVAC	\$ 1,402,000	\$ 11,008,407	\$ 11,008,407	\$ 11,008,407	\$ 324,520	3.0%	
HVAC Controls User Interface Upgrade	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000			
New Schools Post-Warranty Fund	\$ -	\$ 150,000	\$ 150,000	\$ 150,000			
Barnes Roof	\$ 592,000	\$ 1,530,762	\$ 1,530,762	\$ 1,530,762	\$ 75,790	5.2%	
Raleigh Park HVAC & Electrical	\$ 437,000	\$ 3,247,000	\$ 3,427,000	\$ 3,427,000	\$ 695,000	27.2%	Current contingency increased by <b>+\$450K</b> due to reconciliation of unallocated reserve now that the project is in close out
Raleigh Park Sewer	\$ 47,000	\$ 250,000	\$ 250,000	\$ 250,000			Scheduled to begin 2021
Terra Linda Repipe and Restroom Remodel	\$ 1,068,000	\$ 1,736,000	\$ 1,736,000	\$ 1,736,000	\$ 747,862	75.7%	Current contingency increased by <b>+\$574K</b> due to reconciliation of unallocated reserve now that the project is in close out
AHS Fire Alarm Replacement	\$ -	\$ 189,363	\$ 189,363	\$ 189,363			
Chehalem Repipe	\$ -	\$ 500,000	\$ 500,000	\$ 500,000			Project added from Program Reserve; scheduled to begin 2021
McKinley Repipe	\$ -	\$ 500,000	\$ 500,000	\$ 500,000			Project added from Program Reserve; scheduled to begin 2021
Hiteon HVAC Controls Upgrade	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 10,500	5.5%	Scheduled to begin 2021
2021 Roof Replacements	\$ 1,972,000	\$ 4,239,000	\$ 4,239,000	\$ 4,239,000	\$ 423,900	11.1%	Scheduled to begin 2021
Bethany Roof & HVAC	\$ 982,000	\$ 2,230,000	\$ 2,230,000	\$ 2,230,000	\$ 223,000	11.1%	Scheduled to begin 2021
Maint Dept Repair & Improvement Projects*	\$ 7,889,632	\$ 7,889,632	\$ 7,870,070	\$ 7,889,632			
<b>Repair Projects Total</b>	<b>\$ 45,288,075</b>	<b>\$ 98,498,001</b>	<b>\$ 98,658,440</b>	<b>\$ 98,678,002</b>			
<b>Repair Program Balance Available</b>	<b>\$ 52,711,925</b>	<b>\$ 8,800,323</b>	<b>\$ 8,639,885</b>	<b>\$ 8,620,323</b>			
<b>Repair Program EAC Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,800,000</b>	<b>\$ 13,800,000</b>			
<b>Repair Program Budget (Less Transfers In/Out)</b>	<b>\$ 98,000,000</b>	<b>\$ 107,298,325</b>	<b>\$ 121,098,325</b>	<b>\$ 121,098,325</b>			
*Budget and Est @ Comp. will increase each month as additional Maintenance Dept. managed Repair Projects are scheduled.							
<b>Transfer Tracking</b>							
Initial Budget	\$ 98,000,000						
Previous Transfers	\$ (4,279,836)						
SB 1149 Reimbursements	\$ 2,704,083						
ETO Reimbursements	\$ 49,661						
Door Replacement(s) transferred to Security Upgrades	\$ (9,446)						
Transfer from contingencies for Post-Warranty Fund	\$ 150,000						
Cooper Mnt Roofing transferred to Cooper Mnt Seismic	\$ (128,000)						
Beaver Acres Roofing transferred to Beaver Acres Seismic	\$ (1,138,000)						
Additional Funding - Hiteon Flood Rebuild - Approved 7.24.19	\$ 105,000						
Beaver Acres Windows transferred to Beaver Acres Seismic	\$ (605,000)						
Beaver Acres Re-Pipe transferred to Beaver Acres Seismic	\$ (489,500)						
Additional Funding - AHS Fire Alarm - Approved 1.9.2020	\$ 150,000						
AHS Access Control transferred from Security Upgrades	\$ 39,363						
SRHS Vestibule Door(s) transferred to Security Upgrades	\$ (250,000)						
Additional Funding - Budget Increase - Approved 6.15.2020	\$ 12,000,000						
Additional Funding - Chehalem Repipe - Approved 6.15.2020	\$ 500,000						
Additional Funding - McKinley Repipe - Approved 6.15.2020	\$ 500,000						
Balance	\$ 107,298,325		86				

# 2014 Bond Program Financial Status Report

## District-Wide Repair Projects Budget Allocation Rate

Data as of September 30, 2020



2014 Bond Program Financial Status Report  
Seismic Projects

Data as of September 30, 2020

Seismic Projects	Original Budget	Revised Approved Current Budget	August-20 Est @ Comp	September-20 Est @ Comp	Net Contingency Balance	Budget Summary Notes	
A/E Scoping/Surveys	\$ -	\$ 222,058	\$ 222,058	\$ 222,058	\$ -	In Close-Out; Study completed 2019	
Aloha HS	\$ 1,732,898	\$ 19,339,227	\$ 19,339,227	\$ 19,339,227	\$ 2,218,334 13.0%	Current contingency increased by <b>+\$1M</b> due to reconciliation of unallocated reserve now that the project is in close out	
Beaver Acres ES	\$ 1,714,444	\$ 8,232,283	\$ 8,232,283	\$ 8,232,283	\$ 2,372,682 40.5%	Current contingency increased by <b>+\$1.5M</b> due to reconciliation of unallocated reserve now that the project is in close out	
Beaverton HS	\$ 246,184	<i>(Budget Transferred to Seismic Program) (Budget Moved to Facility Repairs)</i>				<b>Scope completed via BHS Gym Ceiling project</b>	
Cedar Mill ES	\$ 144,771						
Cooper Mt. ES	\$ 361,703	\$ 3,320,475	\$ 3,320,475	\$ 3,320,475	\$ 332,500 11.1%	Scheduled to begin 2021	
(Projects Financially Complete)							
<b>Seismic Projects Total</b>	<b>\$ 4,200,000</b>	<b>\$ 31,114,043</b>	<b>\$ 31,114,043</b>	<b>\$ 31,114,043</b>			
TAPS Seismic Grant	\$ -	\$ (22,545)	\$ (22,545)	\$ (22,545)			
AHS Seismic Rehabilitation Grant	\$ -	\$ (2,500,000)	\$ (2,500,000)	\$ (2,500,000)			
Beaver Acres Seismic Rehabilitation Grant	\$ -	\$ (2,500,000)	\$ (2,500,000)	\$ (2,500,000)			
Cooper Mnt Seismic Rehabilitation Grant	\$ -	\$ (2,337,360)	\$ (2,337,360)	\$ (2,337,360)			
<b>Seismic Program Bond Cost Balance</b>	<b>\$ 4,200,000</b>	<b>\$ 23,754,138</b>	<b>\$ 23,754,138</b>	<b>\$ 23,754,138</b>			
<b>Seismic Program Less Transfers In/Out</b>	<b>\$ 23,754,138</b>						
<b>Transfer Tracking</b>							
Initial Budget	\$ 4,200,000						
Program Escalation	\$ 1,006,740						
AHS Roofing - From Facility Repairs	\$ 575,193						
Beaver Acres Roofing - From Facility Repairs	\$ 1,138,000						
AHS Roofing - Balance From Facility Repairs	\$ 3,477,807						
Program Reserve - Approved by School Board 6.18.18	\$ 5,450,000						
Transfer to Facility Repairs - Cedar Mill	\$ (166,052)						
Cooper Mnt Roofing - From Facility Repairs	\$ 128,000						
Program Reserve - Approved by School Board 10.28.19	\$ 6,849,950						
Beaver Acres Windows - From Facility Repairs	\$ 605,000						
Beaver Acres Re-pipe - From Facility Repairs	\$ 489,500						
Balance	\$ 23,754,138						

2014 Bond Program Learning Technology/Classroom Systems  
and Critical Equipment Purchases  
September 30, 2020

Data as of September 30, 2020

Learning Technology/Classroom Systems (\$56 Million)						
Project Name	Total Budget Project	% Complete	Project To Date Expenditures	2020-21 Budget	2020-21 Expenditures as of 9/30/2020	Annual Description of Expenditures
Networking Upgrades	\$ 9,550,039	57%	\$ 5,483,211	\$ 2,617,044	\$ 21,941	Maintaining current wireless networking capacity and addressing areas of need. Outdoor wireless access at the high schools is complete and includes athletic fields, press boxes and concession stands. Construction of the Dark Fiber ring is complete and in production.
Digital Curriculum Development	\$ 5,316,951	75%	\$ 4,001,905	\$ 713,941	\$ 114,894	Salary to maintain five digital curriculum specialists. Digital Curriculum Specialists are responsible for curating and developing high quality digital curriculum and materials that align to our Standards Based Learning System. This team was a valuable resource last spring when we were pressed to provide additional resources for district teachers during the COVID 19 remote learning implementation.
Future Ready Schools	\$ 31,548,603	97%	\$ 30,704,204	\$ 6,993,971	\$ 6,149,571	18,000 chromebooks for elementary and middle school students have been ordered and received. We will be distributing the second round of bond funded elementary and middle school student devices in September 2020. The purchase concludes the Future Ready bond expenditures which provided 2 rounds of student devices through the life of the bond.
Technology Modernization	\$ 2,819,901	82%	\$ 2,325,926	\$ 435,553	\$ 141,578	Continued Business Continuity Plan (BCP) updates. For 2020, updates and Central Office Conference room technology refresh. Pilot classroom technology solutions for hybrid instruction.
Other Technology/Curriculum Projects	\$ 6,764,506	100%	\$ 6,764,506	\$ -	\$ -	Completed Technology/Curriculum Projects. Includes: student laptop replacements in 2014-15, high school science technology in 2015-16, positive change grants 2014-15 through 2016-17.
<b>Learning Technology/ Classroom Systems Total</b>	<b>\$ 56,000,000</b>	<b>88%</b>	<b>\$ 49,279,752</b>	<b>\$ 10,760,509</b>	<b>\$ 6,427,984</b>	

2014 Bond Program Learning Technology/Classroom Systems  
and Critical Equipment Purchases  
September 30, 2020

Data as of September 30, 2020

Critical Equipment (\$24 Million)						
Project Name	Total Budget Project	% Complete	Project To Date Expenditures	2020-21 Budget	2020-21 Expenditures as of 9/30/2020	Annual Description of Expenditures
Buses	\$ 16,000,000	98%	\$ 15,720,388	\$ 281,112	\$ -	Approximately \$2 million/year over eight years. In first year, \$4.25 million will be spent and \$2million/year will be spent in years two through five. In year six, approximately \$3.75 million will be spent. \$0 will be spent in the eighth year. Received \$1500 in rebate for buses purchased in 2019-20.
Copiers	\$ 2,343,215	65%	\$ 1,527,770	\$ 300,000	\$ -	Approximately \$375,000/year over eight years.
Athletic Equipment	\$ 1,021,737	20%	\$ 204,013	\$ 827,675	\$ 9,950	Approximately \$100,000/year over three years beginning in year 2. \$75,970 was transferred in year 2 to the Scoreboard Replacements Project. An additional \$800,000 will be split over years six through eight.
Maintenance Equipment	\$ 2,289,219	40%	\$ 908,832	\$ 1,031,537	\$ 90,369	Approximately \$120,000/year over four years beginning in year 2. Year 2 will have \$185,000. An additional \$1.7 million will be split over the final three years of the bond, beginning in year six.
Early Learning Playground Equipment	\$ 27,366	34%	\$ 9,366	\$ 6,000	\$ -	Playground equipment for Early Learning program at seven elementary schools.
Other Equipment Purchases	\$ 2,318,463	100%	\$ 2,318,462	\$ -	\$ -	Other critical equipment purchases as needed. Purchase of \$15,000 towards new locker banks at Stoller in 14-15, \$250,000 towards new musical instruments in 14-15 and 15-16, \$184,050 for cafeteria table replacements in 15-16, \$1,397,733 for classroom furniture for full day kindergarten in 2015-16, \$344,973 for high school scoreboard replacements in 2015-16 and 2016-17, \$121,066 towards BSD's portion of shock pad installation at SW Quadrant Park with THPRD in 2016-17 and InTouch Printers in 2018.
<b>Critical Equipment Total</b>	<b>\$ 24,000,000</b>	<b>86%</b>	<b>\$ 20,688,831</b>	<b>\$ 2,446,324</b>	<b>\$ 100,319</b>	
<b>Grand Total</b>	<b>\$ 80,000,000</b>	<b>87%</b>	<b>\$ 69,968,583</b>	<b>\$ 13,206,833</b>	<b>\$ 6,528,303</b>	
<b>Total Bond Funds Remaining</b>	<b>\$ 10,031,417</b>					

### BOND PROGRAM CASH FLOW





## COMPREHENSIVE DISTANCE LEARNING UPDATE

### **POLICY ISSUE/SITUATION:**

The Beaverton School District began full time Comprehensive Distance Learning (CDL) on September 14, 2020. The Teaching and Learning Department will update the board on initial successes and challenges, initial data points, and metrics for Returning to Hybrid instruction.

Currently the Return to School Team is planning for future instructional options based on health conditions in Washington & Multnomah counties and Oregon Department of Education (ODE) guidelines.

### **RECOMMENDATION:**

It is recommended that the Board review this update and offer any questions or comments following the presentation.

## Return to School Update – October 20, 2020

The BSD Return to School Team is currently in the process of monitoring attendance, along with Washington/Multnomah county new Covid-19 cases and how they align with the state mandated metrics for Limited In-Person Instruction.

Currently the District plans on continuing Comprehensive Distance Learning through the first semester of the school year. Planning for a Hybrid Model return to school, including multiple family and community surveys are outlined below.

### Attendance:

BSD began taking attendance during Comprehensive Distance Learning (CDL) on September 14, 2020. BSD began notifying guardians of absences on September 21, 2021. The following charts display the average daily attendance for the first 21 days of school.

Average Daily Attendance	September 2020	October 2020
Elementary Schools	97.0	97.3
Middle Schools	92.2	93.9
High Schools and Options	94.7	95.2

BSD also analyzes an additional metric when considering student attendance. The percent of students with 90% or greater attendance indicates how many students fall into the “chronic absenteeism” category. The following tables display the percent of students with at least 90% attendance rates.

### Elementary Attendance (Percent of students with 90% or greater attendance)

District Elementary*	2019-20	2020-21	Change
All Students	90.8%	92.4%	1.6%
Grade KG	89.0%	94.4%	5.4%
Grade 1	90.7%	91.2%	0.5%
Grade 2	91.6%	91.8%	0.2%
Grade 3	91.2%	91.6%	0.4%
Grade 4	90.8%	93.0%	2.2%
Grade 5	90.8%	93.3%	2.5%
Grade 6	94.4%	92.2%	-2.2%
Grade 7	92.2%	88.9%	-3.3%
Grade 8	88.0%	89.4%	1.4%

**Secondary Attendance (Percent of students with 90% or greater attendance)**

<b>District Grades 6-12*</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Change</b>
All Students	92.4%	83.8%	-8.6%
Grade 6	93.5%	82.4%	-11.1%
Grade 7	90.7%	83.0%	-7.7%
Grade 8	89.8%	82.0%	-7.8%
Grade 9	96.4%	87.4%	-9.0%
Grade 10	94.8%	87.1%	-7.7%
Grade 11	92.1%	84.1%	-8.0%
Grade 12	88.4%	79.9%	-8.5%

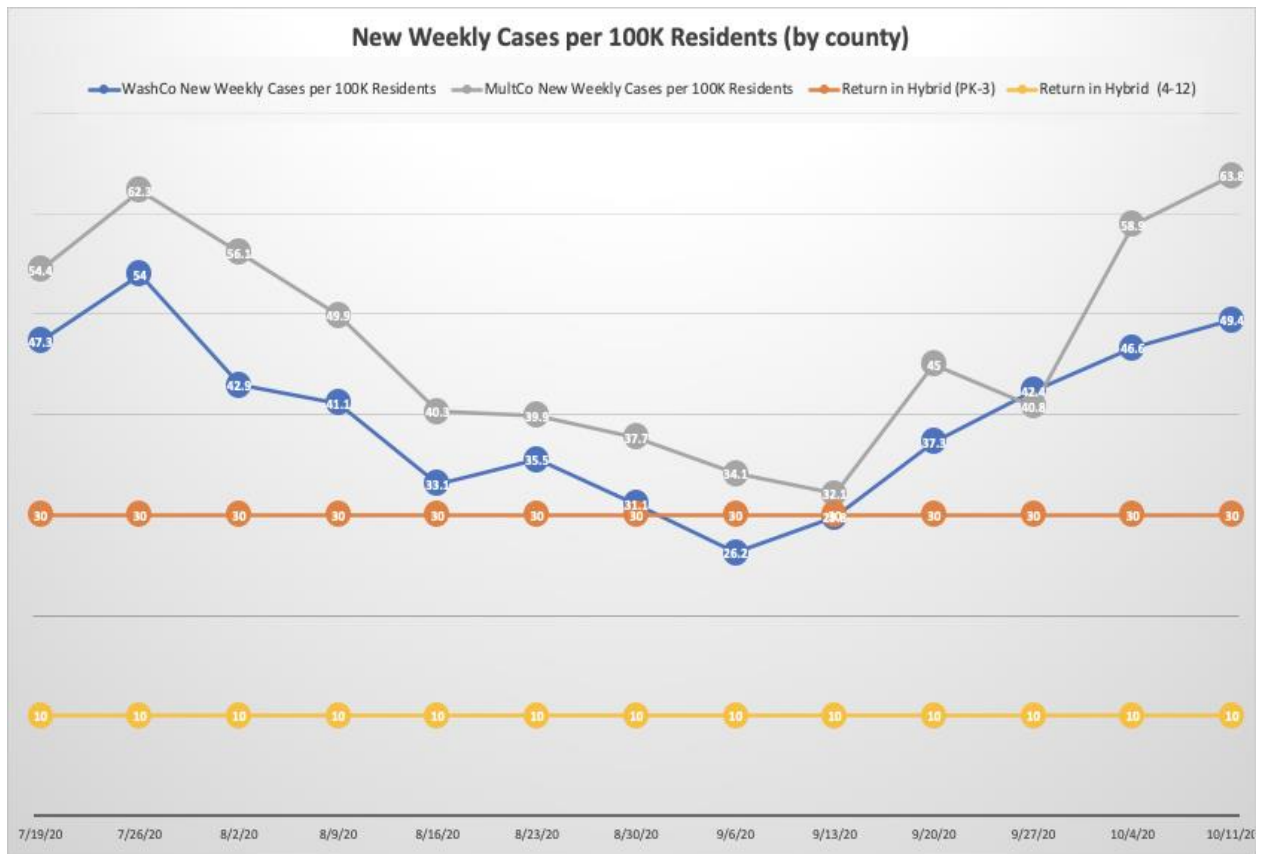
Note: According to the Oregon Department of Education in *Ready Schools, Safe Learners*, attendance is taken once per day in elementary schools and once per scheduled class period in secondary schools.

**Extension of CDL:**

BSD announced the extension of Comprehensive Distance Learning (CDL) through the first semester on October 19. The earliest date that hybrid instruction could occur would be February 8, 2021. In order to offer hybrid instruction, both Multnomah and Washington Counties need to meet the following metrics aligned to the spread of SARS-CoV2/Covid19.

- Grades PK-3 to Return to Hybrid
  - 30 or fewer new weekly cases per 100K county residents.
  - 5% or less of a test positivity rate.
- Grades 4-12 to Return to Hybrid
  - 10 or fewer new weekly cases per 100K county residents.
  - 5% or less of a test positivity rate.

The metrics must be met for three consecutive weeks in order to Return to Hybrid. As demonstrated below, neither county has met the three-week threshold for PK-3 and neither county has approached meeting the 4-12 threshold since the education metrics were designated by Governor Brown.



### Limited in Person Instruction.

The only form of in person service prior to February 8, 2021 will be in the form of Limited in Person Instruction. According to ODE, Schools can offer the opportunity for limited in-person instruction based on educational, relational, curricular, instructional, and/or assessment need. ~ ODE/OHA Ready Schools, Safe Learners ([see LIPI Guidance](#)).

For Example: Schools can offer the opportunity for limited in-person instruction based on need, including to:

- Address connectivity issues, including a focus on students with limited or no internet access
- Provide academic support
- Access assessment
- Provide social, emotional, or mental health support
- Build educator-to-student relationships
- Support live peer-to-peer interaction
- Support ongoing engagement and attendance
- Build school community and culture
- Ensure culturally relevant and sustaining pedagogy
- Prepare for a return to in-person instruction
- Provide voluntary supplemental supports

There are significant limitations to the number of students in a cohort, the amount of total students on campus, and the length of time students can be on campus each day.

The metrics and requirements for Limited in Person Instruction are not tied to county metrics as they are for hybrid instruction. Rather, there cannot be any new cases (staff or students) at a school for 14 days prior to any in person instruction. In addition, all requirements of sections 1-3 of Ready Schools, Safe Learners must be met.

BSD currently offers Limits in Person instruction in the form of specific evaluations for students receiving services from our Special Educational and Multilingual Departments. BSD is planning to expand Limited in Person offerings to include additional students and offerings. We are currently identifying specific groups of students to experience LIPI during phase one with expected implementation in November of 2020.

BSD is currently surveying staff and students in order to further develop planning. We will use their input along to develop further plans in accordance with the timeline below.

<b>Date(s)</b>	<b>Activity</b>	<b>Responsible Party</b>
10/21 - 11/3	Send RTS Staff Initial Survey <a href="#">In Person Staff Initial Survey</a>	T&L
10/21 - 11/3	Send RTS Community Initial Survey <a href="#">In Person Community Survey</a>	CCI
11/4-11/6	Review Survey Results to Determine potential workforce availability	RTI Team
10/21 - 11/6	Phase I Schools Blueprints and Isolation Room Set-Up	Building Administrators
11/9-11/11	Sub group family survey	Sped, MLD, HELP Center
11/9-11/11	Sub group staff survey	HR or T&L
11/12-11/13	Review survey results to determine viability of subgroup participation due to workforce limitations	MLD, SPED, T&L
11/14	Finalized Student List to Transportation	MLD, SPED, HELP Center
11/14-11/27	Transportation Routing	Transportation
10/21-11/18	Instructional Plan Development	MLD, SPED, T&L, RTI Team
11/20-11/24	LIPI Training for Staff- (?) days before return, subs provided for these staff members (?)	Operations, T&L
11/27	COVID Assurance Form Completion by Families and Staff	Staff and Students attending LIPI
11/30	Phase I LIPI Begins	



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**FIRST READING OF SCHOOL BOARD POLICY DFA****POLICY ISSUE**

Attached is the first reading of School Board policy DFA – Investment of Funds for re-adoption.

**BACKGROUND INFORMATION**

The primary objectives for this investment policy, in priority order, shall be preservation of capital, maintenance of a liquid position and maximum yield. The CFO shall annually review the investment policy and submit the policy and revisions to the OSTF if required. The policy and any revisions shall be presented annually to the board for re-adoption. There are no changes since the re-adoption on May 15, 2017.

**RECOMMENDATION**

It is recommended that the School Board review this policy.

**District Goal:** WE Empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

## Investment of Funds

### 1. Scope and Pooling of Funds

This policy applies to the investment of short-term operating funds and capital project funds (including bond proceeds and bond reserve funds) held by the district. Investments of employees' retirement funds, deferred compensation plans, and funds held and invested by trustees, escrow agents or fiscal agents are not covered by this policy. This policy does not apply to the district's checking account.

Except where legally required to hold separate funds, the district will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds monthly based on their respective cash balances.

### 2. General Objectives

The primary objectives for this investment policy, in priority order, shall be: preservation of capital; maintenance of a liquid position; and maximum yield.

#### a. Safety

Safety of principal is the foremost objective of the investment program. Investment decisions shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- (1) Credit Risk: The district will minimize credit risk, the risk of loss due to the financial failure of the security issuer or backer, by:
  - (a) Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
  - (b) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
  - (c) Monitoring the investment portfolio holdings for rating changes, changing economic/market conditions, etc.
- (2) Interest Rate Risk: The district will minimize the price risk, due to changes in general market interest rates, associated with the sale of securities prior to maturity, by:
  - (a) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and/or capital projects, thereby avoiding the need to sell securities on the open market prior to maturity.
  - (b) Investing operating funds primarily in shorter-term securities or local government investment pool.

- b. **Liquidity**  
The investment portfolio shall remain sufficiently liquid to meet all operating, capital and construction requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with anticipated cash needs. In addition, a portion of the portfolio should also be placed in the Oregon Local Government Investment Pool (LGIP), or a similar investment vehicle, to provide immediately available funds.
- c. **Yield**  
The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The portfolio investments are limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Securities shall not be sold prior to maturity with the following exceptions:

- (1) A security with declining credit may be sold early to minimize loss of principal.
- (2) A security swap that would improve the quality, yield, or target duration in the portfolio.
- (3) Liquidity needs of the portfolio require that the security be sold.
- (4) To liquidate a security purchased in error that violates state law or this policy.

### **3. Standards of Care**

- a. **Prudence**  
The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported to the School Board in a timely fashion, and the liquidation and/or sale of securities are carried out in accordance with the terms of this policy.  
  
Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- b. **Ethics and Conflicts of Interest**  
Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees, officers and their families shall not undertake personal investment transactions with the same individual with whom business is conducted on behalf of the district. Officers and employees shall, at all times, comply with the state of Oregon Government Ethics Commission set forth in Oregon Revised Statute (ORS) Chapter 244.
- c. **Delegation of Authority**  
The chief finance officer (CFO) shall manage the district’s investment program and ensure compliance with the investment policy, designate eligible investment institutions, review periodic investment reports and monitor investment transactions.

The CFO will designate the cash manager under his/her supervision to administer the policy, place investments, maintain accounting records and prepare investment reports.

**4. Authorized Financial Dealers and Institutions**

A list will be maintained of financial institutions authorized to provide investment and safekeeping services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness and other factors considered relevant by the district. These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

Regional brokers and dealers must have an office in Pacific Northwest in order to be considered for doing business with the district. The district will limit all security purchases to institutions on the approved lists.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following, as appropriate:

- a. Audited financial statements;
- b. Proof of National Association of Securities Dealers (NASD) certification;
- c. Proof of state registration;
- d. Completed broker/dealer questionnaire;
- e. Certification of having read and understood the district's investment policy;
- f. References from other Oregon local government clients.

A review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the CFO at least every five years. Additions and deletions to the list may be made at the discretion of the CFO.

**5. Internal Controls**

The CFO, in cooperation with the Financial Reporting staff and the external auditor, will establish and maintain an adequate internal control structure designed to reasonably protect the investments of the district from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by the CFO.

The district shall establish a process for an annual independent review by an external auditor to assure adequate internal controls, as well as compliance with policies and procedures. In addition, the internal controls may be tested by an external auditor upon any extraordinary event, such as turnover of key personnel.

**6. Accounting Method**

The district shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP) relating to investment accounting. The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

## **7. Delivery, Safekeeping and Collateral**

### **a. Delivery and Safekeeping**

Prior to sending funds to a broker/dealer for an investment purchase, the cash manager will require a trade ticket listing the details of the transaction. Securities may be held by the broker/dealer in the district's name in the broker/dealer's account or they may be held by a third-party safekeeping agent.

The purchase and sale of securities, repurchase agreement and guaranteed investment contract transactions shall be settled on a delivery versus payment basis in accordance with Oregon Revised Statute (ORS) 294.145(4) and (5). It is the intent of the district that all purchased securities shall be perfected in the name of the district.

Sufficient evidence to title shall be consistent with modern investment and commercial practices.

### **b. Collateral**

Cash management tools, defined as bank deposits, time deposits, certificates of deposit and savings accounts, shall be held in qualified Oregon depositories and collateralized in accordance with ORS Chapter 295.

ORS 294.035(3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board.

On March 12, 1996, the OSTF Board adopted the following margins:

- (1) U.S. Treasury securities: 102%;
- (2) U.S. Agency discount and coupon securities: 102%;
- (3) Mortgage backed securities, although allowed by ORS Chapter 294, are not allowed as repurchase agreement collateral under this policy.

A signed Master Repurchase Agreement must be in place between the district and the securities dealer, prior to entering into any repurchase agreement with that dealer.

At the minimum, the district will monitor the collateral requirements weekly for guaranteed investment contracts.

## **8. Authorized Investments**

The following investments will be permitted by this policy and are authorized for investment under ORS 294.035, ORS 294.052 and 294.810:

- a. U.S. Treasury securities and other lawfully issued general obligations of the United States, including general obligations of agencies and instrumentalities of the United States or enterprises sponsored by the United States government;
- b. Debt of the agencies and instrumentalities of the states of Oregon, California, Idaho and Washington and their political subdivisions;
- c. Time deposit open accounts, certificates of deposit, bank deposit, and savings accounts;
- d. Bankers acceptances;
- e. Corporate indebtedness;

- f. Repurchase agreements;
- g. Oregon Short-Term Fund (OSTF) (also known as the Local Government Investment Pool – LGIP);
- h. For investment of bond proceeds only and with Board approval: various investment agreements that meet the requirements of ORS 294.052 and the collateral requirements; and restrictions of this policy.

**9. Investment Parameters**

- a. Diversification

The investments shall be diversified by:

- (1) Limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- (2) Investing in securities that have high credit quality;
- (3) Limiting investments in high interest rate risk, such as variable rate securities;
- (4) Investing in securities with varying maturities; and
- (5) Continuously investing a portion of the portfolio in readily available funds such as the Oregon Short-Term Fund (or LGIP).

**Maximum Maturities and Percentage of Investments by Type**

The maximum percentages for direct investments of surplus funds are as shown in the chart below. Surplus funds are defined as the sum of all investments, cash balances, deposit balances of all types and LGIP balances. The maximum maturity is measured from the settlement date of the investment transaction.

Capital project funds are funds specifically dedicated to capital projects, and will typically include proceeds from the district’s bond sales. All bond fund reserve requirements will be considered to be capital project funds. The district may designate (upon approval by the Board) other funds as capital project funds. Operating funds are all surplus funds that are not capital project funds.

<b>Security</b>	<b>Maximum % of total Portfolio</b>	<b>Maximum Maturity</b>
U.S. Treasury Bills, Notes and Bonds and obligations secured by the U.S. Treasury	100 percent	18 months for operating funds, and 3 years for capital project funds
U.S. Government Agencies and Instrumentalities, including Government Sponsored Enterprises	100 percent	18 months for operating funds, and 3 years for capital project funds
State and Local Government Securities	30 percent	18 months for operating funds, and 3 years for capital project funds
Time Certificates of Deposit	50 percent	18 months
Repurchase Agreements	25 percent	30 days
Banker’s Acceptances	25 percent	6 months

Corporate Indebtedness (commercial paper and bonds)	35 percent	18 months
OSTF - Local Government Investment Pool	Statutory Limit	N/A
Time Deposit Open Accounts, Bank Deposit and Savings Accounts	10 percent	N/A

In addition to the above, the district may invest up to 100 percent of the proceeds from any bond issue in investment agreements that meet the requirements of ORS 294.052 and the repurchase agreement collateral requirements and restrictions of this policy.

In order to achieve issuer diversification, this policy sets limits on the maximum holdings by issuer for certain investment types.

- (6) There shall be a limit of 35 percent of the portfolio held in securities issued by any single US government agency.
- (7) Time certificates of deposit and banker’s acceptances can all be issued by a single banking institution. In order to avoid over-concentration in a single banking institution, there shall be a limit of 10 percent for overall holdings of one institution.

In addition to this policy, ORS 294.035 limits investment in a single corporate entity to no more than 5 percent of total surplus funds.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular security. Securities need not be liquidated to realign the portfolio, but consideration should be given to this matter when future liquidations are made or when reinvestment occurs. Portfolio percentage limits are in place to ensure diversification in the investment portfolio; a small, temporary imbalance will not significantly impair that strategy.

b. Liquidity of Funds

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds, such as the OSTF or overnight repurchase agreements, or held in bank balances to ensure that appropriate liquidity is maintained to meet on-going obligations.

Maturity limitations will depend upon whether the funds being invested are considered short-term or long-term funds. All funds will be considered short-term except those reserved for capital projects. Except for special situations, as directed by the investment officer, investments will be limited to maturities not exceeding 18 months.

Short-term portfolio – Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs. In addition, the following maturity limits are designed to ensure liquidity in the portfolio:

<b>Length of Maturity</b>	<b>Minimum % of Total Portfolio</b>
Under 30 days	10 percent
Under 90 days	25 percent
Under 180 days	50 percent
Under 360 days	90 percent
Under 18 months	100 percent

If these maturity limits are inadvertently exceeded at the time of a specific investment, the purchase does not need to be liquidated. Future investments must not be made to longer maturity dates until the limits will be met, however.

Long-term portfolio – Instruments and diversification for the long-term portfolio shall be as for the short-term portfolio. Long-term portfolio is defined as “maturities over 18 months and maximum of 36 months”. Maturity scheduling shall be timed according to anticipated need. For example, investment of capital project funds shall be timed to meet projected contractor payments.

The investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the most restrictive parameters of this policy and the applicable bond covenants and tax laws.

This investment policy has been submitted for review by the OSTF Board as specified above and in accordance with ORS 294.135(1)(a).

c. **Credit Ratings**

The minimum credit rating levels for the permissible investments are set out in ORS 294.035. These credit rating levels apply to the security at the transaction settlement date. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the CFO shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The CFO will notify the School Board about the credit rating downgrade and whether the decision was made to sell or hold the security.

d. **Securities Lending and Reverse Repurchase Agreements**

The district will not lend securities nor directly participate in a securities lending or reverse repurchase program.

e. **Competitively Priced Securities**

Before any security purchase or sale is initiated, the cash manager shall gather information about current market interest rate levels from various sources, including investment dealers, internet financial websites, financial publications and other sources. Each security purchase shall be made at competitive market interest rate levels. The cash manager shall use their discretion in determining whether to seek competitive bids or offers.

## 10. Reporting

### a. Methods

The cash manager shall prepare an investment report monthly including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the previous month. The report will be submitted to the CFO for review. This management summary will be prepared in a manner that will allow the CFO to ascertain whether investment activities during the reporting period have conformed to the investment policy. In addition, the cash manager will prepare a regular monthly board report. At a minimum, this report will include the following:

- (1) Listing of individual securities held at the end of the reporting period;
- (2) Average weighted yield to maturity of portfolio on investments as compared to applicable benchmark(s);
- (3) Listing of investments by maturity date, call date, cost and current fair value;
- (4) Percentage of the total portfolio that each type of investment represents along with the percentages authorized in this policy.

### b. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The appropriate benchmark will be the monthly yield for the LGIP. Because bond proceeds are expected to be invested at the time they are received, and are therefore invested in an interest rate environment that exists at that point in time, that portion of the portfolio will be excluded from ongoing benchmark performance measurement.

### c. Marking to Market

The market value of the portfolio shall be calculated at least annually and a statement of the market value of the portfolio shall be issued at fiscal year-end.

## 11. Policy Adoption and Re-Adoption

The CFO shall annually review the investment policy and submit the policy and revisions to the OSTF if required. The policy and any revisions shall be presented annually to the Board. The Board will approve all revisions to the policy.

END OF POLICY

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### Legal Reference(s):

[ORS 294.033](#)

[ORS 294.035](#)

[ORS 294.125](#)

[ORS 294.135](#)

[ORS 294.145](#)

[ORS 294.155](#)



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## SIA Grant Agreement

### SITUATION:

On March 9<sup>th</sup>, the Board approved the District's Student Investment Account plan. The plan was developed through extensive community engagement, strategic conversations and partnerships, and consultancy with content expertise. It was the result of more than six months of work both internally and externally and is reflective of the needs of the District's historically underserved populations, including students of color, emerging bilinguals, and students with disabilities.

On June 26<sup>th</sup>, the District received notification that the District's SIA plan met requirements.

During the August special Legislative session, the amount of funding for SIA grants was reduced for the 2020-21 school year. The SIA will continue to be funded by the Corporate Activity Tax (CAT), with the amount available for these grants reduced by 68% to a level of \$150M. This level of funding reduced the District's SIA allocation from \$32,759,813 to \$10,531,414. A district reducing the expenditures in their original SIA plan (including reducing activities, strategies, and outcomes) or shifting to a tiered plan do not need to re-submit a plan and/or budget amendment in order to receive SIA funds. The District is not amending the original plan, but is reducing the activities to be implemented during the 2020-21 school year.

Each SIA grant recipient will enter into a grant agreement with ODE. The grant agreement will include the SIA plan which will be inclusive of the longitudinal performance growth targets once finalized and any agreements between a public charter school and the school district. A grant agreement is valid after it is:

- Made available at the main office of the grant recipient and on the recipient's webpage
- Shared during an oral presentation by an administrator at an open meeting
- Made available for the public to comment at an open meeting
- Approved by the governing body of the grant recipient at an open meeting
- Approved by the Oregon Department of Education.

### RECOMMENDATION:

It is recommended that the School Board approve the Student Investment Account Grant Agreement.

# STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13591

## “Student Success Act -Student Investment Account”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Beaverton SD 48J** (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

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

### SECTION 2: PURPOSE

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

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

### SECTION 4: GRANT MANAGERS

#### 4.1 Agency’s Grant Manager is:

Rachael Moser  
Office of Education Innovation & Improvement  
255 Capitol St NE  
Salem, OR 97310-0203  
[SIInfo@ode.state.or.us](mailto:SIInfo@ode.state.or.us)

#### 4.2 Grantee’s Grant Manager is:

Jon Bridges  
Beaverton SD 48J  
16550 SW Merlo Rd  
Beaverton, OR 97003

jon\_bridges@beaverton.k12.or.us

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

## **SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the “Performance Period”).

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$10,531,413.64 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account (“Funding Source”).

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

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

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

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

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

## **SECTION 9: OWNERSHIP**

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

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

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

**9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

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

## **SECTION 10: CONFIDENTIAL INFORMATION**

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

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

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

## SECTION 12: INSURANCE

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

## SECTION 13: GOVERNING LAW, JURISDICTION

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

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

## SECTION 15: DEFAULT

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

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

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

## SECTION 16: REMEDIES

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

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

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

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

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

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

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

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

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

## **SECTION 19: MISCELLANEOUS**

**19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

**19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

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

## SECTION 20: SIGNATURES

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

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

### STATE OF OREGON acting by and through its Department of Education

By: \_\_\_\_\_  
Name, Title Date

### GRANTEE Beaverton SD 48J

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

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

## **EXHIBIT A THE PROJECT**

### **SECTION I – BACKGROUND AND GOALS**

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

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

The SIA grants are for two purposes:

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

### **SECTION II – PROJECT DEFINITIONS**

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

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

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

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

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

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

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

**ODE SIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION III – PROJECT ACTIVITIES**

**This Grant Agreement is for the Foundational Year only.**

#### **Subsection 1. Continuous SIA Plan Implementation**

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

#### **Subsection 2. Foundational Year SIA Plan Refinement and Extension**

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

## **ODE SIA**

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

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

## **SECTION IV – REPORTING REQUIREMENTS**

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

### **Financial Reports**

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

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

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

### **SIA Plan Performance Reporting**

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

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

### **SIA grant monitoring**

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

**ODE SIA**

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

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

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

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

**SECTION V – DISBURSEMENT and REPORTING PROVISIONS**

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

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

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

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

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

- January 31, 2021**
- April 30, 2021**
- August 30, 2021 (Yearly Report)**

## EXHIBIT B COMMON AND CUSTOMIZED FRAMEWORK BEAVERTON SD 48J

### SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

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

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

#### A. Expect to see

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

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

**B. Would like to see**

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

**C. Would love to see**

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

**SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)**

NA

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

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

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS:**

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

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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

### **COMMERCIAL GENERAL LIABILITY:**

**Required**

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

### **AUTOMOBILE LIABILITY INSURANCE:**

**Required**    **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**TAIL COVERAGE:**

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto: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:**

**ODE SIA**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

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

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

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

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



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## SIA Grant Agreement

### SITUATION:

On March 9<sup>th</sup>, the Board approved the District's Student Investment Account plan. The plan was developed through extensive community engagement, strategic conversations and partnerships, and consultancy with content expertise. It was the result of more than six months of work both internally and externally and is reflective of the needs of the District's historically underserved populations, including students of color, emerging bilinguals, and students with disabilities.

On June 26<sup>th</sup>, the District received notification that the District's SIA plan met requirements.

During the August special Legislative session, the amount of funding for SIA grants was reduced for the 2020-21 school year. The SIA will continue to be funded by the Corporate Activity Tax (CAT), with the amount available for these grants reduced by 68% to a level of \$150M. This level of funding reduced the District's SIA allocation from \$32,759,813 to \$10,531,414. A district reducing the expenditures in their original SIA plan (including reducing activities, strategies, and outcomes) or shifting to a tiered plan do not need to re-submit a plan and/or budget amendment in order to receive SIA funds. The District is not amending the original plan, but is reducing the activities to be implemented during the 2020-21 school year.

Each SIA grant recipient will enter into a grant agreement with ODE. The grant agreement will include the SIA plan which will be inclusive of the longitudinal performance growth targets once finalized and any agreements between a public charter school and the school district. A grant agreement is valid after it is:

- Made available at the main office of the grant recipient and on the recipient's webpage
- Shared during an oral presentation by an administrator at an open meeting
- Made available for the public to comment at an open meeting
- Approved by the governing body of the grant recipient at an open meeting
- Approved by the Oregon Department of Education.

### RECOMMENDATION:

It is recommended that the School Board approve the Student Investment Account Grant Agreement.



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## OSBA BOARD OF DIRECTORS POSITION #15 ELECTION

### OSBA Board of Directors Election

The Oregon School Boards Association (OSBA) is organized as one general state association with up to 21 elected representatives established to support member participation and representation. Each director is elected on a regional basis for a two-calendar year term. Candidates must be elected by official action of a member board within the region.

### OSBA Legislative Policy Committee Election

The Legislative Policy Committee consists of the voting members of the OSBA Board of Directors and 19 representatives from 14 regions throughout the state. In odd-numbered years, an election is held for the OSBA Legislative Policy Committee.

Board members are asked to vote on the position listed below:

1. *OSBA Board Position 15* – LeeAnn Larsen from Beaverton School District

### RECOMMENDATION:

WHEREAS, the Beaverton School District is a member of the Oregon School Board Association; no, therefore, BE IT RESOLVED that the Beaverton School District elects LeeAnn Larsen for OSBA Board of Director Position #15.



Dedicated to improving student success and education equity through  
**advocacy, leadership and service**  
to Oregon public school boards.

Election - OSBA 2020 - 151620

## 2020 OSBA Election

### \* 1. OSBA Board of Directors Position 15

LeeAnn Larsen, Beaverton SD

Vote

### 2. OSBA Board of Directors Position 16

No election for Board of Directors Position 16 this year

Vote

### 3. OSBA Board of Directors Position 20

No election for Board of Directors Position 20 this year

Vote

### \* 4. Resolution 1 - Adopts the proposed 2021-22 OSBA Legislative Priorities and Principles

### \* 5. Type the name of the district, ESD or community college board that officially made this vote.

### \* 6. Type the meeting date when the board officially made this vote.

### \* 7. Type your name and title.



**Board Members Present:**

Becky Tymchuk, Chair  
Eric Simpson, Vice Chair  
LeeAnn Larsen  
Donna Tyner  
Susan Greenberg  
Anne Bryan

**Staff Present:**

Don Grotting	Superintendent
Ginny Hansmann	Deputy Superintendent of Teaching and Learning
Carl Mead	Deputy Superintendent of Operations
Mike Schofield	Associate Superintendent for Business Services
Josh Gamez	Chief Facilities Officer
Steve Langford	Chief Information Officer
Susan Rodriguez	Chief Human Resources Office
Shellie Bailey-Shah	Public Communications Officer
David Williams	Executive Administrator for Strategic Relations
Danielle Hudson	Executive Administrator for Student Services
Pat McCreery	Administrator for Equity and Inclusion
Toshiko Maurizio	Administrator for Multilingual Programs
Camellia Osterink	District Legal Counsel
Kayla Bell	Administrator for K – 12 Instruction
Jennifer Burkart	Teacher on Special Assignment for Instruction
Matt Lichtenfels	Facilities Program Specialist III
Aaron Boyle	Administrator for Facilities Development
Nathan Potter	Administrator for Maintenance
Steven Sparks	Executive Administrator for Long Range Planning
Charity Ralls	Administrator for Nutrition Services
Rick Puente	Director of Public Safety
Craig Beaver	Administrator for Transportation

**WELCOME**– Becky Tymchuk

School Board Chair, Becky Tymchuk called the meeting to order at 3:00 p.m. Welcoming everyone today on October 12<sup>th</sup>, on this Indigenous Peoples Day and are honored to be meeting on the land of the Tualatin Valley tribe and are mindful of the sacrificing that they made so we can all be here.

**Early Learning – Children’s Institute** – Kayla Bell, Jennifer Burkart, Children’s Institute: Karen Twain, Soobin Oh, Marina Merrill and Erin Lolich

**District Goal:** WE Empower all students to achieve post-high school success.

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As of the 2020-2021 school year we have seven Pre-K classrooms serving 252 students. Classrooms are located at Aloha Huber Park, Bonny Slope, Barnes, Greenways, McKay, Vose and William Walker. We are creating access for families and children, providing high quality Pre-K experience. We support students that families speak 17 languages. We will be bringing on two additional schools next year: Fir Grove and McKinley. There is one teacher and 2 Para's for each class.

Building momentum from Pre-K to older students. We had a two-day event in August called Ready, Reset, Play that gave all teachers an opportunity to collaborate. What we learned was how to set up the rooms as a better learning environment. Teachers are engaged with students more and giving them more opportunities. Focusing on Social Emotional Learning for our students. What are the best practices? Creating schedules for student success, revised Kindergarten report card and continuation of Ready, Reset, Play and the implementation of playful inquiry practices. We are starting a new series of the Lunch and Learning series beginning October 16, all board members are invited to attend. We are using our community partners. We are also working with the Children's Institute who meets with our Learning Teams weekly.

Karen Twain with the Children's Institute and her team participating today were introduced. They include Soobin Oh, Erin Lolich and Marina Merrill. Their video showed the program and how to move forward in Beaverton. Beaverton and Forest Grove are the two districts working in the program currently. We have a shared vision for a seamless transition from Pre-K to Kindergarten. Our leadership and practice will be a model for the entire state. The professional learning and collaboration is a key part of the process.

CI has been working with a variety of teams with McKay and Vose Elementary schools core teams being a key part. They held interviews with teachers to see where they were at and what they needed. CI is working on diversity, equity and inclusion through professional learning. They are constantly researching, reflecting and evolving as we do in our own work. We believe in an assets-based approach and recognize systemic inequity and has been pervasive

Questions/Comments from Board members:

Susan: The numbers from Vose vs Aloha Huber are they close? *The data is not available at this time.* What about technology for families? *We have our children on i-Pads as they are easier for younger children.* Has access to technology been an issue? *Not that we have heard.* This is very exciting, thank you.

Ann: How are we bridging the gap with kids being in their homes during the pandemic? *We had to pivot and think through that lens. I have been inspired on how the educators are supporting the students through a screen, with play-based learning. Is it perfect, absolutely not, but is it working absolutely. One of the things that we have done is provide materials that they could send home to complete playful learning work, after giving the parents training on how to use these items at home. The work that they teachers are doing here is inspired. We are in the families homes every day now through a screen. It has been elevated.* Working with parents and to strengthen them.

Becky: When I visited the classrooms, having a home visit was key to show parents how to partner with the teachers. How is that working? *We need to build that lens with our leaders as well.* What was our retention for bringing in new students to the program during different learning times? *We ended up creating an application process online. Everyone had to do quite a bit of work to enroll students.* Everything that I've been able to see is high quality and we rounded. Thank you.

LeeAnn: Would love to see the data from the other pre-k programs. When are we hoping to get the kids back in the classrooms? *We are following the metrics as we would do for our K-2's.*

Tom: Are we tracking the data as kids matriculate upwards so the board can follow along. *We hope to collect data from the 3<sup>rd</sup> grade assessments. Part of the preschool partnership is alignment with the elementary grades as well.*

Don: In the presentation it was mentioned the key partners, who would have thought a K-12 board talking about Pre-K. We are making the best decisions with this board. You should be proud of what you've done. This is going to pay long term dividends. What our Early Learning team has done in a short time is miraculous. A majority of children coming from the Early Learning programs have been going into the specialized programs and they are now being included in gen ed classes. That is wonderful and a game changer. We should be prioritizing out Pre-K programs.

Becky: Thank you Kayla and team. **Donna Tyner has joined us.**

**STRATEGIC PLAN REPORTS – Carl Mead**

The teams each provided you reports and will add brief update today and once that is done we will take questions and delve deeper. This has been a challenging year, it doesn't matter the role you hold. Dealing with the closure and not being able to have interactions with students or even family. Even though the schools are closed have a lot of work to do to protect our buildings and we have been strategic in how we support our schools and make sure they are well protected. We have had additional time to start some of the construction projects due to COVID-19. This team has been outstanding and amazing professionals.

- **Facilities – Josh Gamez**
  - Highlights since last report
  - Collaboration – risk assessment guide – safety assessment priority for work orders
  - New supervisor hires – Lawrence Gillespie as a maintenance supervisor and Chad Lawrence as our custodial supervisor department – Aaron Boyle as part of the Bond team.
  - Exercising the Emergency Management team – building this team to work together
  - Need to work on –
  - Communication
  - Reductions - Loss of staff and effectiveness
  
- **Energy & Resource - Matt Lichtenfels**
  - A challenging year has brought on unique energy consumption, due to the early shutdown.
  - Year-end savings of 821,000 in electricity, natural gas, water and garbage combined.
  - The district currently has 31 EPA-recognized Energy Star schools and 13 certified Oregon green Schools
  - BSD solar systems generated enough to power 340 average sized homes for a year.
  - Looking forward the biggest challenge is servicing and maintaining our HVAC and Plumbing systems
  - Working towards a Water conservation narrative and AR
  
- **Facilities Development – Aaron Boyle**
  - We are currently in the 7<sup>th</sup> year of our bond and just completed a summer of projects. It's looking really good at this time.
  - Five Oaks on track for completion by December 2020. We are completing punch lists. Students will be welcomed back to a beautiful. State of the art building.
  - Security Upgrades are being focused at the High School level, with camera system, fencing and access control. Due to COVID impacts these should be completed by November 2020.
  - Aloha High Seismic upgrades and roofing project have been a huge success.
  - Beaver Acres, Seismic, roofing, domestic water, and window replacement were huge projects and we completed this 25% under budget.
  - Highland Park and Whitford HVAC had a very good contractor and both have gone smoothly.
  - Timberland warranty repair for the concrete slab outside the gymnasium and have been repaired
  - Terra Linda re-pipe went well and under budget.
  - ACMA is well into the process. They are on track to complete March of 2021.
  - Auditorium upgrades are now complete.
  - Barnes has an overlay of 2/3rds of their roof
  - Raleigh Park had HVAC and electrical panels.
  - Maintenance Facility improvements for the storm water is waiting on THPRD and an easement change but will be a win for both.
  - 2021 planning has roofs, HVAC controls, electrical and other projects for sites around the district.
  
- **Maintenance – Nathan Potter**
  - 5.6 million square feet of building space in 60 separate buildings. With 46 trade specific people they are still short due to budget cuts and lose of state revenue. They are short 17.3 FTE and are 3.2 million total below the average for districts.
  - We are realigning to set realistic timelines in the work order prioritizations.

- Work order completion was 11, 165 completed from the 12,025 received.
  - Maintenance Vehicle Fleet, we are in year three of five.
  - Working on increasing air exchanges as recommended by the ASHREA guidance due to COVID.
  - Every filter in the district was changed at a cost of \$50,000 at the start of COVID
  - Filter management
  - Prioritizing buildings after getting information from the county around COVID exposures
- **Long Range Planning – Steven Sparks**
    - Enrollment data, timely data summaries
    - Projections and forecasts assist with enrollment projections in coordination with Business office and T & L.
    - Permitting has been streamlined and is working well
    - Boundaries is a public involvement process and is continuing currently
    - Declining enrollment will impact the budget and might necessitate a dialog on school consolidation.
- **Facility Use – Steven Sparks**
    - School Dude saw an average of 4,500 events in a month
    - Lease agreements are being considered for other long term uses of district facilities
    - We are obviously not opening the buildings to rentals during the pandemic
    - We are dealing with outdoor recreation
- **Nutrition Services – Charity Ralls**
    - 
    - Recognition to our frontline essential workers who have been willing to pivot when needed
    - 19-20 meals served 9/3 through 3/13 were  
Breakfast: 491,881  
Lunch: 1,747,271  
Supper: 97,820 and these include supplemental activities
    - Home deliveries are in the works
    - Emergency closure meals served 3/16 through 6/12 were 318,543
    - Summer Meals served 6/14 through 9/11 were 228,095
    - When the closure began meals were served at 18 locations with only one day of planning.
    - Even with furloughs the pivot got meals out by serving two meals on Thursdays
    - Summer meal extension, locations reduced as staff were not contracted or available at all sites. Meal service was extended twice, and we served over 130,000 more meals during the summer compared to last year.
    - Farm to school grant funds were used to support local farmers and producers.
    - Eligibility Expansions allowing us to add 14 schools to offer free breakfast and lunch to all enrolled students for the next 4 years.
    - Our social media accounts showcase new foods, inform families and spotlight staff.
- **Public Safety – Rick Puento**
    - We are proud to be an important role in the district
    - District office hold 4 support staff that work with Rick leaving one position vacant until budgets improve.
    - We currently have 25 campus supervisors normally at 13 sites throughout the district
    - They are currently deployed where needed to ensure our sites are safe
    - 180+ crossing guards that are currently shifted to provide support to building admin during CDL.
    - Community Partnerships are key to our success and we work towards solidifying the strong relationships

- SRO's still visit our schools; we have seen an increase in Child Abuse, and they have addressed these issues. Along with helping with suicide assessments.
  - Separating our fire and alarms systems
  - Emergency response systems have come into play since the Bald Peak Fire and needs for evacuees.
  - Looking at how our I Love You Guys Program is changing and we are looking what that will look like.
- **Transportation – Craig Beaver**
    - Thank you and I want to bring to your attention of our great supervisors and their great work
    - Meal and library service deliveries
    - Continuing with required training for drivers that must be happening
    - Special Education assessments are happening at Capital Center
    - Retention of drivers, we've had some retire and we continue and train drivers
    - Drivers created a racial equity team that have completed a driver wide survey and our next step is to implement discussion around that. Working with the CEI team on how to do that.
    - Routing team is working on creating all of the options for bringing students back.
    - Total expense was \$19,473,645 and total mileage was 2,062,193 for 19-20 which is a decrease of 2.2%
    - We transported 21,076 regular education students on 139 routes
    - 1,002 students were eligible for specialized transportation and 988 were served on 105 routes and ridership was up by 9.1%
    - Activity trips totaled 141,441 miles and no activity trips were performed after 3/13/20
    - EPA reimbursement got us the ability to purchase 2 propane buses in addition to our normal annual purchase program.
    - Electric School Buses – we were awarded \$561,727 by PGE to purchase and implement 2 electric school buses. The new charging station is scheduled for completion in October 2020. Buses will be delivered February of 2021.

Questions/Comments from Board members:

Donna: Complimented everyone

Eric: Nice work on all the reports. Does the demographics change with COVID? *We will be looking at the size and number of facilities that we have. It is an issue that we will have to address.*

Tom: Are we at a place where the deferred back log is growing? *Yes, it is still growing. Life cycle replacement is a situation. Work has come down now that folks are not in the buildings but there is painting and changing carpets and such. Our fields have a life that we need to address. A building should last about 75 years, we should be replacing about 1,000 square feet per year. Need for more front-line staff and trades to do this work. We also know that the worse of the COVID may be coming. Have you looked at a performance audit to start moving this around to decrease the back log? We are continually looking at our doing things in house. Any place we can take the opportunity we are. We recent budget cuts we got cut on manpower. The Equity fund was eliminated, and it was there to back fill where sites don't have funds to do things.* Thank you, Charity, for all that you and the department is doing. We are working to expand services, but the operating reserve has been eaten up. Will there be a general fund ask to keep your department whole? *We are doing everything we can to keep the costs down. We hope to keep that gap as small as possible.*

Susan: Thank you for all that you have done? How has the furlough hurt your departments? *Transportation 300+ staff and Nutrition services 190 employees were furloughed.*

LeeAnn: When will the board begin to see about the bond reserves and how projects will vie for that. *Probably next year in the Spring as we complete our projects. We will have to go to the community to ask them.*

Becky: Aloha seismic project, where is that at? *Substantially complete – could use the building if we needed to. This is a huge success. What are our buildings being used for right now? Use by staff are teachers for instructional purposes from 8:00-4:30 every day for cleaning purposes. Custodial and NS staff. Outside use is very limited, childcare is in three schools. We do have problems with people coming on during the day from 7:00-4:30 and we are closed. Clean water services are having their leave drop offs. Neighborhood cleanup in Cedar Park. Like drive up*

events. No renting gyms or classrooms. We are allowing schools to do outdoor events for IT and meal pickups. We are talking about social events. Are we closed to walking tracks and greenspaces? We are not concerned with folks walking a track unless it is during a school day as people are working on campus. We are concerned with folks arriving at sites and having a soccer tournament, that is not allowed.

Don: Sailing a vessel of this magnitude in good weather is hard enough, with social unrest and COVID this is very difficult. Our frontline workers, supervisors and administrators are amazing. Carl Mead has assembled a great crew here and this is tough times to be a leader. I just wanted to say thank you. There will have to be some very difficult decisions made with the tough financial times ahead. They always find out a way to do what is needed.

Becky: Thank you

Dinner Break – 5:21 – 6:00

- **Human Resources** – Susan Rodriguez, Janine Mobley, Erica Marson, DeMarcus Mitchell
  - Staff survey was not conducted due to the Governor’s order in response to COVID.
  - There was also a suspension of evaluations for the 19-20 school year.
  - They will be working on a Licensed compensation reopener in Fall of 2020 along with a successor bargaining of the licensed contract in Spring 2021.
  - Onboard new HR Administrator for Talent Acquisitions – DeMarcus Mitchell and HR Administrator – Janine Mobley
  - Introduced Erica Marson as well and stated Elaine Buchele will not be able to join this evening.
  - Work on successful Return to School plans for 2020-2021.
  - Diversifying our work force to reflect our student populations with recruiting and retention of this workforce. Along with mentors to welcome and support our new staff.

- **Communications & Community Involvement** – Shellie Bailey-Shah
  - Achievements of the past director of Communications and Community Involvement were listed in the report

Positives:

- We have many parents more engaged in the learning of their students
- AVID needs eTutors to work with students – recruitment will begin next week.
- Clothes Closet has been extended to 4 days a week due to COVID restrictions.
- Community partnership
  - Food Insecurity
  - Food Insecurity
  - Internet Connectivity
    - Working with faith-based sites allowing students to connect to the internet inside their buildings
  - Community Resource Fund
    - Student Success Kits
    - Gift cards – to engage families to engage
- Communications
  - Web site
  - Media coverage
  - Videos
  - Newsletters – were revamped and have clearer messaging
  - Social media accounts – Facebook, Twitter and Instagram

Concerns:

- Translations
- Information Overload for Community and staff
- Morale for staff and community

Questions/Comments from Board members:

Becky: Can you explain how they website is harder to find things? *Navigation is harder and we will be working on making it easier to find things.*

- **Information Technology** – Steve Langford
  - Students reporting adequate access to technology was 93.6% for the 19-20 year
  - Student connectivity for our most vulnerable students is our biggest concern

Questions/Comments from Board members:

Susan: How many students are using their own devices? We don't have that but show many more students have checked out a device.

Tom: I am hearing many students are getting kicked off of zoom, how do we fix that? *That is an issue we are hearing about all over the place. It's not just a BSD issue. The Chrome books may not have too many tabs open and zoom is aware of the issue and we hope that their update fixes the problem. We suggest using tabs for just the classes they are in.*

Don: Two of the three directors are new to their positions and they have done amazing work. It's been amazing what their teams have done. HR is doing a great job of

Communications have been dealing with so many issues and are doing great. Steve has saved the district funds by finding deals on what we need.

#### **BOARD COMMITTEE REPORTS**

1. Return to School and Finance Committee – Eric Simpson  
We had our kick off meeting last Monday. One main task is the staffing allocation model. As some of those alignments are off. We will use resources on this committee. The planning committee is moving forward, and we need to look at and discuss.  
We will need to meet monthly not every other month.
2. Planning and Advocacy Committee – LeeAnn Larsen  
We met last Monday and looked at our four goals that were given to us via the board: the upcoming bond and long range planning  
Student success Act – making sure all that has happened goes on  
Advocacy at the city, county and THPRD level  
Board communication out to our constituency  
We will need to meet monthly not every other month.

Questions/Comments from Board members:

Ann: We need some more specific guidance on the overlap on the committees. Becky: we will get those figured out

Equitable Task Force – Tom Colett

This will have Amin, board, community, teachers and students  
-Hate speech and other items to work on

The meeting was adjourned at 6:48 p.m.

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Dianna Hess

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Becky Tymchuk, School Board Chair



Live Stream was made available on: <https://www.youtube.com/BeavertonSchools>

**Board Members Present:**

Becky Tymchuk, Chair  
Tom Collet, Vice Chair  
Anne Bryan  
Susan Greenberg

LeeAnn Larsen  
Eric Simpson  
Donna Tyner

**Staff Present:**

Don Grotting  
Ginny Hansmann  
Carl Mead  
Mike Schofield  
Josh Gamez  
Steve Langford  
Shellie Bailey-Shah  
David Williams  
Jon Franco  
Ken Struckmeier  
Patrick Meigs  
Kathleen Skidmore  
Danielle Hudson  
Pat McCreery  
Toshiko Maurizio  
Brian Sica  
Camellia Osterink

Superintendent  
Deputy Superintendent of Teaching and Learning  
Deputy Superintendent of Operations  
Associate Superintendent for Business Services  
Chief Facilities Officer  
Chief Information Officer  
Public Communications Officer  
Executive Administrator for Strategic Relations  
Executive Administrator for High Schools & Option Programs  
Executive Administrator for Middle Schools  
Executive Administrator for Elementary Schools  
Executive Administrator for Elementary Schools  
Executive Administrator for Student Services  
Administrator for Equity and Inclusion  
Administrator for Multilingual Programs  
Administrator for Curriculum, Instruction & Assessment  
District Legal Counsel

**CALL MEETING TO ORDER & BOARD PROCEDURES – Becky Tymchuk**

School Board Chair Becky Tymchuk called the meeting to order at 6:30 p.m. Chair Tymchuk asked for changes to the agenda: None

**BEA Comments – Sara Schmitt – President**

Good evening Supt. Grotting and Board Chair Tymchuk and members of the School Board, We always like to start our BEA meetings with a reflection on what's going well –because we can learn a lot from what's working, so I'll start tonight with some kudos: Beaverton educators LOVE the work that we do. Collaboration is imbedded in our culture now, and we learn from and lean on our colleagues. We heard repeatedly from our members that their building administrators were incredibly supportive and understanding as we returned to a new and very unique school year. We've made a commitment to anti-racism work, and implementing historically accurate, culturally relevant practices and curriculum

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into our instruction. I'm grateful that members of this Board have voiced an urgency to address and dismantle racism in our system and build better systems of accountability. I'm also grateful to BSD leaders Don Grotting, Pat McCreery, and David Williams who have prioritized partnerships with BEA in these efforts over the last few weeks.

In the spirit of learning and growing, here's the problem of practice that can be found in every single school community right now –it's week 3 and folks are burning out. The expectations and burdens that have been placed on teachers' shoulders are grinding staff to a fine dust. Educators are putting in 14-16 hour days and working on the weekends, just to keep up. This is not a matter of learning one new digital platform. or "getting into the swing of a new school year. "I can only imagine how students are handling this, or how challenging this has been for families. I have no doubt that you'll hear the doom and gloom message about the district's financial forecast today, and I want to remind you that our whole community will fare better if we are listening and responding to feedback from students, parents, and staff.

What is being asked of educators is unsustainable, and there is no end in sight. The BEA leadership team has spent over 30 hours in negotiations over working conditions and there has not been a meaningful acknowledgement of the incredible amount of time, energy and emotion that our members are pouring into their work. There hasn't been a significant change in the expectations for staff that will give them the breathing room to do their jobs well.

ODE is encouraging districts to focus on "on-going reflection and iteration, "as well as "cultivating connection and relationships" during this school year. Luckily, this is the same thing we are asking for, and educators have feedback. The folks who are the closest to the work can tell you what's working and what's not working. They have ideas for how to better serve students, and what the barriers are to increased student engagement. They know how parents are faring and how we can better partner with families. The question I have for you tonight is are you going to listen? Will you take the expertise that is readily available right now in our system and use it to make this year workout better for students, families and educators? Are we going to lean into this year as a collective "WE" and utilize all the brilliance of our students and staff to make the best of a situation we're in?

I know that you've been receiving emails from educators who want desperately to help students thrive this year but are struggling—please don't just send them an auto-response. I hope that you read each one, hear educators' concerns, take them seriously, and let's find a way to work together to make this year a success.

#### **OSEA Comments – Amy Knutson – President**

Good Evening Superintendent Grotting Beaverton School board members, school staff, and community members. I come to you tonight feeling torn. Many of our classified staff have taken on the new challenges of distance learning with grace and persistence. They have been called upon to do their jobs incompletely new ways. They have risen to meet challenges and have adjusted their mindsets to make this year successful for our students and families. I am so proud of them. I see those employees working hard to overcome setbacks and frustrations. I see them giving extra effort to learn new strategies and techniques to reach students. I am humbled by the parents who are taking on new responsibilities on the job while also supporting their own children's educational needs. I am grateful to the district for envisioning ways that they can serve and continue to respond to the complex and changing needs of our schools in this time. I also feel frustrated and worried along with nearly 600 classified staff who are not being utilized well, those who have received furlough notices in the past week. I feel for those who are scrambling to figure out how they will continue to support themselves and their families in this time and for those who are wondering if they can afford to stay in a job that continues to pullback on the resources that they depend on. Hearing that the district is saving money for the next biennium by taking wages away from employees who have selflessly served the district inessential roles such as feeding our

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students and safely transporting them to and from school each day is disheartening. It is especially difficult knowing that these cuts are targeted only at classified staff and that some of the lowest paid employees in the district are shouldering these “cost savings”. We all believe that there will come a time when students will re-enter our buildings and those roles will again become essential. In the meantime, there are so many needs in our school community that we could be filling. We could use this as an opportunity to do more for our students that we normally don’t have the people power to do. When we do go back to our buildings, the classified employees that have been able to weather the storm will be there eager to serve our students the way we always have. There will be holes, however, left by wonderful people who couldn’t hang in there, and I am saddened by that. The longer we go without offering all of our members regular hours and consistent pay the more we are going to lose. There will be financial costs associated with filling empty positions, but more importantly there will also be human costs when staff and students return expecting to see the familiar faces that make our school community brighter and better and find that some of the great ones are missing. To the classified staff that are working harder than ever this fall, I thank you! To the classified staff that are doing every assignment you are given with gratefulness and hoping for more work to come soon, I stand with you. To the classified staff from either category who are struggling, my heart goes out to you! To the school board and the administration, I remind you that the classified staff in our district are so much more than just numbers. We are a diverse group of humans who have chosen to invest in our students because we care, and we are ready and willing to meet student's needs beyond the classroom walls. Please invest in us so that we can continue to serve our community. Thank you for your time.

**Public Comments** - Board Member Becky Tymchuk stated there were 13 comments received, see Public Comments attachment for a full listing of public comments submitted.

## REPORTS

### 1) Superintendent Comments – Don Grotting

**Start of School:** Everything being considered, we have enjoyed a great start to our school year due to the exceptional efforts of our students, families, teachers, support staff, and administrators. We continue to work through issues of COVID 19, connectivity for our students and families, providing wrap around services for our most vulnerable students, and adjusting to the various issues due to being in comprehensive distance learning. All staff are working hard to meet the needs of our students and families. This is a new learning curve for all involved, and we are getting better as we traverse these difficult times.

**Bargaining and Adjusting Working Conditions in COVID 19:** Teachers, support staff, and administrators are working diligently in finding new ways to meet the needs of students and families in the COVID 19 era. It often requires learning new strategies and adjusting to new safety, attendance, technology, and instructional practices. Our Operations, Human Resources, IT, and Teaching and Learning Departments are working hard to alleviate as many issues as possible for all staff in these difficult times. The district has been, and will continue to be, committed to finding common ground with bargaining units and other groups to ensure we are doing the best for our students and families.

**Enrollment:** Beaverton, like other school districts in Oregon, are experiencing significant declines in enrollment due to COVID 19. At this time, we are estimating a drop of 1,300 students. The majority of this decline is at the elementary level, with a significant decline in

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kindergarten. The district is currently working to identify exactly the various reasons for the decline, and the status of students not enrolling. As we finalize enrollment numbers, and if the significant decline continues, we will be overstaffed and will most likely need to make adjustments to stay within our staffing ratio allocation model and budget in order to prepare for the next biennium. I have directed our staffing allocation team and our business department to review staffing and enrollment to make recommendations.

**Return to School:** We continue to monitor COVID 19 data in Washington and Multnomah Counties to guide our planning for comprehensive distance learning and determining when it will be safe for our students and staff to return to in person instruction. Recently, the data has been moving in the wrong direction to seriously consider any large group in person instruction in the immediate future. At this time, we are still committed to reviewing data and going from quarter to quarter when making decisions to return to in person instruction. This allows our students, families and staff to prepare, plan, and adjust in a timely manner. We will continue to offer required small group instruction for evaluation, assessment, connectivity, and to serve those students that comprehensive distance learning simply cannot serve due to cognitive, physical, and other significant barriers. These students comprise our most vulnerable and marginalized. Our Special Education, Multilingual, and Teaching and Learning Departments are working together to safely plan and meet the needs of these students. Later this evening, you will hear from our planning team regarding our efforts and plans as we move forward in the COVID 19 era. I cannot say enough about the dedication and efforts of our team in preparing and implementing in these difficult times.

**Childcare:** We are continuing to work with our County and other school districts in Washington County to provide childcare. Funds are available, but there are many issues to finalize before we can implement. Deputy Supt Mead and assigned staff continue to work with other school districts, childcare providers, and the County so we may be able to offer services and financial aid to families.

**Economic Forecast and Financial Update:** Later this evening you will hear from Assistant Superintendent of Business Services, Mike Schofield, regarding the district's financial status, latest economic forecast, and strategies to prepare for the challenges facing all school districts in the next biennium due to Oregon's current economic recession caused by COVID 19. It will be important to chart a prudent path that encompasses both short- term and long- term strategies and goals as we move forward to balance revenues and expenditures.

**Anti-racism/Equity Work:** As we close in on the end of the 2020 calendar year, we will all look back at the numerous challenges and historical significance of incidents and issues impacting our schools and country. Combatting racism, promoting justice for all, addressing a global health pandemic, experiencing significant economic issues, and navigating social and political differences will make 2020 a defining time in our history and a path none of us could have predicted.

As a school district, we are committed to providing an inclusive environment for all students, families and staff. Our data indicates we have not accomplished this in the past. This will be uncomfortable and difficult work, calling for courage, a sense of urgency, and acknowledging diverse perspectives as long as they do not promote violence, hate, racism, or discrimination.

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Striving to make our classrooms and schools inclusive of multiple and diverse viewpoints will allow our students to engage their critical thinking skills and allow staff and students the opportunity to discuss the contemporary issues that are impacting us today and will influence their futures. At this time, we are working with several internal and external stakeholders to move this work forward. Later this evening you will also hear about a component of our equity task force being spearheaded by our school board and being attended by board members Donna Tyner and Tom Collette.

**2) Comprehensive Distance Learning Update** – Ginny Hansmann, Brian Sica, Danielle Hudson, Patrick Meigs, Kathleen Skidmore, Kenneth Struckmeier and Jon Franco

**Comprehensive Distance Learning**

- Students are engaging in learning five days a week
- Teachers are using consistent tools to interact with students
  - Zoom for live meetings
  - SeeSaw or Canvas for delivery of learning materials
  - Synergy (ParentVue and StudentVue) for grades and report cards
  - Students have access to live interactions at least once per day
  - Grades and Credits will be awarded

Overall Attendance Rate: 95.6%

- Elementary / K-8 Schools: 96.8%
- Middle Schools: 92.1%
- High School/Options: 94.9%

**School Reopening Metrics**

- Ready Schools, Safe Learners states that districts with over 10% of staff living in an adjacent county should consider the metrics of that county in planning for reopening.
- Approximately 15% of BSD Staff live in Multnomah County
- Approximately 75% of our Elementary and K-8 schools have at least 10% (some upwards of 30%) of site based staff living in Multnomah County.
- **BSD will tie our reopening plans to the metrics of both Washington and Multnomah Counties.**

School Reopening Metrics: Requirements for Hybrid Instruction

- In order to reopen under **RSSL (1-3)** county metrics for new cases for 100K residents must be at or less than 10 per week **and** show a test positivity rate of 5% or lower for three consecutive weeks.
  - There is a K-3 (PK included) exception of 30 cases per 100K with the additional requirement of no new cases of staff and students for 14 days (at the site) as reported by the LHA
  - The test positivity rate for the State of Oregon must be at or below 5%

Metrics Reported on September 29 (for the week beginning September 20)

- Washington County
  - Cases per 100K = 37.3 (increase)
  - Rate of Test Positivity = 5.6%

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- Multnomah County
  - Cases per 100K = 45.4 (increase)
  - Rate of Test Positivity = 5.6%
- State of Oregon
  - Test Positivity Rate = 6.3%

**Impacts**

- Students in grades 4-12 will remain in CDL through the first semester.
  - Extension from the original goal of November 16 to a new goal of February 8, 2021.
  - **\*\*We will continuously monitor metrics and guidance for unpredicted and significant changes\*\***
- Grades PK – 3 may be eligible to Return to a Hybrid during the first semester if metrics return to September levels.
  - Current levels are above the required limits and trending in the wrong direction.
  - Metrics need to be meeting required levels by October 19 to consider any type of hybrid for second quarter (November 16)
- Limited in Person Instruction – small cohorts (ten students) of students may be served for up to two hours per day with significant limitations to cross cohort interactions.
  - BSD is looking to prioritize the most impacted students for any type of CDL
  - BSD is currently working to address all safety requirements and other logistical considerations.

**Behavioral Health and Wellness Teams**

- The Behavioral Health and Wellness (BH&W) Team is a multi-disciplinary school based team that will receive referrals from staff regarding students in need of behavioral health and wellness supports in order to successfully engage in school. This includes a focus on engaging students and families who are not engaging in CDL.
- The teams will receive referrals, assign and track interventions and report key data points to the Office of Intervention and Prevention (Danielle Hudson) for a monthly report to Cabinet and the School Board.
- These teams will use the BSD Equity Lens and the Moving Forward as a Resilient Community to guide their decision-making to promote anti-racism and best serve students, families and staff.

**BH&W Data Summary for 9/14-9/25**

Number of Referrals: 1,695	Referral Demographics:
Outreach Emails: 3,054	• African American: 75
Outreach Phone Calls: 2,798	• American Indian: 16
Outreach Texts: 179	• Asian: 68
Outreach Zoom Meetings: 447	• Hispanic: 544
Outreach Home Visits: 293	• Multi-Racial: 98
	• White: 507
	• Native Hawaiian/Pacific Islander: 19
	• Females: 570
	• Males: 675
	• Non-Binary: 8

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	<ul style="list-style-type: none"> <li>• Sped Eligible: 296</li> </ul>
	<ul style="list-style-type: none"> <li>• Section 504: 35</li> </ul>
	<ul style="list-style-type: none"> <li>• ELD Eligible: 338</li> </ul>

#### Barriers to CDL

- Lack of Adult Support in CDL
- Wifi Access
- Language Barrier
- Family Work Schedule
- Family Crisis
- Basic Needs Unmet
- Food Insecurity
- Houselessness
- Child Care

#### Interventions

- Individual Check-in Sessions
- School Supplies and Materials Provided
- Device Provided
- Hot Spot Provided
- Referral to the HELP Center

#### Elementary Update

- Elementary Leadership Development will focus on these areas:
  - Collective Efficacy as an umbrella as we focus on leadership in these areas:
  - Anti-Racist Educational Leadership
  - Consistent Curriculum/Instruction Implementation in All Classrooms
  - Meaningful Feedback to Students and Teachers
  - Comprehensive Distance Learning Engagement and Rigor
- We meet with all elementary leaders:
  - As a whole group once a month
  - In Exec Teams once a month
  - Individually at least twice a month

#### Elementary School Challenges

- Technology
- Smoke!
- Connections with families/students
- Teachers are building their skills and strategies to deeply engage students!
- Navigating social/emotional experiences
- Communication & Information

#### Elementary School Successes

- Students are showing up and engaging in the learning at very high rates compared to the Spring

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- Teachers excited to be back with children
- Tremendous amount of PD offered and teachers engaging in the opportunities
- Teachers / Schools connecting with children
  - Home visits
  - Back to school Events
  - Library pick-up/drop-offs
  - Back to school night events
- Schools using focus area of ABAR, Consistent Curriculum/Instruction, Meaningful feedback to guide work with teachers from pre-service through the start of school
- Feedback from Principals has been positive regarding the first few weeks of school
- Schools implementing B, H & W teams – building on past work and improving data tracking

### **Middle School Update**

- Back to School Activities
- Advisory supports Behavioral Health and Wellness
- Preparing for Academic Conferences to share School Learning Plan

### **High School Update**

- 1<sup>st</sup> week of school went relatively well according to principals. Students attendance was better than expected.
- Anti-racist work was a consistent focus across buildings during pre-service week and will be a focus all year. School Learning Plans will encompass Anti-Bias Anti-Racist (ABAR) goals / strategies and graduation goals.
- Class of 2020: 94.94% of seniors in our system graduated.

### **Secondary Schools Challenges**

- Zoom Security
- Attendance Taking
- Smoke and weather impacted distribution and welcome activities
- Substitute Teaching in CDL

### **Secondary School Successes**

- Pre-Service supported teachers to be ready to engage students in Comprehensive Distance Learning and anti-racist work.
- Common Focus to provide coherence
- Attendance is good
- Back to School Activities are prioritizing relationships
- Feedback from Principals has been positive regarding the first few weeks of school
- Wednesday Professional Development and Collaboration

### **Comments/Questions:**

Anne- Graduation numbers are the highest I've ever seen, which surprises me. What did we do to bring these numbers? *ODE hasn't officially given us our grad rate. This is the highest it's ever been. The pass/incomplete with CDL was a factor and staff working with students to help them achieve graduation goal. There was a distinct process to get these kids to graduate, working with families to have this happen.*

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Tom- Our attendance numbers are great – is this a percentage of students that are active in Synergy currently or could be attending. *It is a percentage of students that are actively enrolled.* Of the 1300 students that are not enrolled is there a reason and can we remove the barriers to get them back? *Some families are choosing to keep their students' home or they may have left.* What do we do for the kids that we are not reaching now? *Relying on our home visits and human contact. Then having a person that has a relationship with the students.* Are we finding success with home visits? *Yes, 43% of the students that we engaged with have come are attending.*

Eric – Thanks for the great report T & L. What kind of diagnostics are you using for tracking once the students are engaging that they are really learning? *The biggest check will come from what our teachers will be able to give is through assessments.*

Susan – Thank you to your entire team. I'm impressed with our teachers and families and students. I'm concerned with how the gap from March through June is affecting our students. Is our Pre-K down as well? *Numbers are steady and going strong in Pre-K.* How are folks reaching out to our houseless students? *We have three liaisons and are looking to hire two more liaisons to work with these kids through our social workers and our community partnerships through the HELP Center.* I am hearing great things from neighbors about the FLEX online program and how the Chrome book handouts went smoothly. Thank you

Donna – Thank you all for your hard work. What are the supports that you are giving leaders of the anti-racist curriculum? *They are engaging in very difficult conversations and we are here for you. Pat McCreery is supporting and is amazing. We are doing what we can to make all feel heard. Our BMEC folks have given us some guidance and suggestions to stand alongside our administrators and form relationships to be solution based. Our BIPOC staff have stood beside us and been supportive.* What supports are we providing to staff overall as we are living in an emotional minefield right now? *Our BHW district team are working with staff that are trauma informed and sending resources out. Our EAP has up to 10 counseling options, and our insurance plans offer massage, acupuncture and we are asking how people are doing. It's a human connection piece.* After school activities, have they all been suspended? Will they start again once we resume? We are not starting any activities until we can ensure that we can commit to some sort of small instruction. HSD and PPS are not either. OSAA has put out the directive that we will try to combine athletics into 3 seasons instead of 4. We have suspended all of those activities. What about robotics, speech and debate or such? We are allowing or encouraging activities that can happen over zoom, they are to bring these proposals to the execs showing a clear safety plan. Everything on campus is suspended. Things are happening on a virtual level. LeeAnn- I am pleasantly surprised by the numbers of involvement of students and hope to see them coming and learning.

Becky- Thank you team and we know this will keep evolving.

### 3) Charter School Report – Michelle Herron, Julie Rickman

#### a. Arco Iris Performance Report – Michelle Herron, Christa Billings

##### Introduction

Arco Iris Spanish Immersion Charter School began its eleventh year of operation on September 14, 2020. In accordance with the charter agreement between Arco Iris and Beaverton School District, this Performance Report will provide a summary of student academic progress, school operations, and staff professional development.

Arco Iris currently employs 25 certified or charter registered teachers, 8 classified employees, 3 BSD staff members, 3 subcontractors and 1 administrator. There are 365 students enrolled in

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kindergarten through fifth grade and 85 students in middle school (450\* total). This is up from 428 students during the 2019-2020 school year. (\*This number includes enrollment spots that have been offered but not yet accepted as of 9/21/20).

Arco Iris families speak several different languages, with English being the predominant language, followed by Spanish. About 7% of students are ELL, 4% SPED and about 18% are on Free & Reduced lunch. Our White population is 42% and our Hispanic population is at 45%. The remaining 13% is distributed among those identifying as Multiracial, Asian, Black-African American, Native Hawaiian and American Indian/Alaskan Native.

### **Summary of Student Achievement**

There were no statewide assessments during the 2019-2020 school year due to the COVID pandemic, but scores for Arco Iris students were strong in 2018-2019. In English Language Arts, 82.1% of students met the standard in 18-19. This was down 3% from the previous year, but the three-year average remained high at 81.1%, which is above the State long term goal of 80%. The Math results improved slightly in 2018-2019 to 68.4%, which was up 3.4% from 2017-2018. The three-year math average is 63.8% with continued growth over time.

### **Recommendations –**

The following changes have been implemented for the current school year to support improved student achievement:

- Adoption of the Big Ideas math program for grades 6-8. This aligns well with the Singapore math curriculum in grades K-5 and it offers improved teacher resources for differentiation and for remote learning.
- Scheduling several options for intervention times throughout the week to give students more access to small group and one-on-one remedial instruction. This includes evening hours twice a week to better accommodate working parents.
- Purchasing additional digital curriculum resources to better support distance learning.
- Provide common planning time for every grade level team with the expectation that lessons are consistent among teachers.

### **2019-2020 Financial Update**

The Arco Iris Balance Sheet and Profit and Loss statement for the fiscal year July 1, 2019 - June 20, 2020 are included as attachments at the end of the report. The Arco Iris audit is still being prepared by our auditors and will be submitted to Beaverton School District upon receipt. The COVID pandemic had an impact on our operations during the 19-20 school year, but thanks to the efforts of our board and our accountant, we were able to obtain a Payroll Protection Loan in the amount of \$427,512. This prevented us from having to use furlough days for staff and it allowed us to offset the income we lost as a result of canceling our annual auction and our before and after care program. We plan to ask for full forgiveness of these funds.

### **2020-2021 Budget Protection**

The Arco Iris School Board approved a balanced budget for the current school year in June, 2020.

### **Summary of Classes**

Arco Iris is organized into single grade classrooms and we follow the Beaverton School District learning targets, state standards, and Common Core standards to guide instruction.

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### **Current Enrollment and Waitlist**

As of September 21, 2020, 442 students were enrolled. The open enrollment dates for the 2021-2022 school year have not been finalized but will likely begin in January and end in mid to late February. The lottery will be held in the Spring of 2022. Currently, we have 3 kindergarten and 1st grade classes, 2 classes per grade in 2nd - 5th, and 1 class per grade for 6th - 8th. The K – 5 classes have 22 - 27 students and the middle school class size range is 21-28 students.

**Questions/Comments:** Becky- How Is the new building working for you? *It has light and space and even though we didn't get to use it for very long we are excited to go back.*

#### **b. Hope Chinese - Julie Rickman**

##### **Introduction**

Like everyone else in the country, we felt like the 2019/2020 school year was cut short because of the abrupt switch between in person classes and Distance Learning for All in March. While we were able to maintain connections and check learning for every student, we don't feel that we have any good data to measure overall student progress. The majority of the students were able to follow their teacher's instruction online and at least maintain a sense of continued learning. A few students did surprisingly well during Distance Learning, better than they had in the past, while others struggled to maintain achievement and motivation. Besides the effects on student achievement, it was also a struggle to maintain a sense of community when so many activities that typically bring us together had to be cancelled. It helped somewhat with regular virtual meetings and sending videos of encouragement to the students. It was also rewarding at the end of the year to have drive-thru parades on the school property to say good-bye to the school year.

Perhaps most encouraging was that we still held our first 8th grade graduation. Through Zoom, students, teachers and parents, enjoyed a graduation ceremony that included slides about each student and recorded messages from much loved previous teachers. The next day we had students come together in the parking lot to hand out diplomas. It was actually a wonderful experience despite the physical distancing, face masks, and rain!

This year also created quite a strain on our budget. With the closure of school, we also had to eliminate all of our private programs that financially support the school. We made as many cost cutting measures as possible and were thankful to receive a PPP loan to cover some of the gap.

##### **Summary of Student Achievement**

We were only able to assess our 8th grade students with the Chinese Language Proficiency assessment. Other assessments were not possible due to the school closure in March because of COVID-19. Our students scored highest in the writing and speaking skills which did not surprise us as this has been our school's focus from the beginning. However, we have been taking steps to increase student achievement in Chinese reading as well.

##### **2019-2020 Financial Update**

HCCS' fiscal year runs from July 1 to June 30. See Appendix B for the Profit and Loss and Balance statements. We have contracted with McDonald Jacobs, P.C. to audit our financial records for the year ended June 30, 2020. As of September 18th, 2020, our audit is in progress, but has not yet been completed. Please note that the figures below are preliminary pending completion of the audit. Fundraising is an integral part of our livelihood. Our fundraising efforts raised \$444,829 for the fiscal year. Our fee-based programs benefit the community and the school in

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providing before/after care, preschool, and summer school. The combined programs raised an additional \$431,280. We received a grant from the Confucius Institute provided Chinese teachers to the school and \$10,000 per year.

### Summary of Classes

For the 2019-20 school year, we started the year with 315 students in kindergarten-8th grade, finally filling out all 9 grades. During the course of the year, 6 students left and we filled from our waitlist. Over the summer we had 19 students not return to the elementary program. 11 decided not to stay after completing 5th grade and 3 transferred out of the middle school program. This created an 89% retention rate. Our lowest ever. We have a total of 235 families.

**Questions/Comments:** Becky- Appreciate that you are pivoting.

#### 4) Financial Update – Mike Schofield

Schofield summarized the first page of the financial report.

##### Calendar Information

- Revenue forecast – September 23, 2020 – Good news!
- PERS Rates Set for Next Biennium – October 2020 – Good news?
- Governor’s Budget – First week of December 2020
- Co-Chairs Budget – Late February 2021
- First State School Fund Estimate for 2021-22 – March 2021

##### Budget Updates

- Beginning Fund Balance 7/1/2020 - \$56 million (included in monthly financial)
- Central reductions 7/1/2020 - \$5.3 million (included in monthly financial)
- Furlough July 2020 - \$825K (included in monthly financial)
- Health Rebate – Cost reduction \$1 million (included in monthly financial)
- FLEX Online School – New cost \$7.7 million (included in monthly financial)
- Delay Apple lease/purchase – Net reduction \$1.1 million (included in monthly financial)
- Classified bargaining – Cost increase \$760K (included in monthly financial)
- Cost of Living Allowance - \$7.6 million reduction (included in monthly financial)
- COVID Supplies/PPE \$410K (included in monthly financial)
- Staffing Changes due to FLEX - \$5.3 million
- Additional Furlough - \$1.4 million (estimate)
- Staffing reductions due to reduced enrollment - \$6.1 million (estimate)
- Student Investment Account (SIA) – budgeted \$16 million, anticipated revenue \$10 million = \$6 million shortfall (ESSER funds will provide some relief)

##### Latest Revenue Forecast

- Labor market is in bad shape, but not as bad as first feared
  - Only available data at time of previous forecast was the tidal wave of initial claims for unemployment insurance
  - Forecasted 21% job loss and 4 year recovery
  - Actual job losses of 14%, and new forecast is for a 3 year recovery
  - 2019-2021 Revenue deficit from last forecast is essentially eliminated
  - Improved Revenue forecast for 2021-2023 (also larger beginning fund balance)

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Federal Aid Matters

- CARES Act infused \$14 billion into Oregon economy
  - \$7 billion in recovery rebates and increased unemployment insurance benefits
  - \$7 billion Paycheck Protection Program Loans

Revenue bottom line

General Fund Revenues	\$ Millions from June		
	19-21	21-23	23-25
Personal Income Taxes	1,296	1,185	850
Corporate Income Taxes	394	92	43
Other	124	4	1
<b>Total</b>	<b>1,814</b>	<b>1,280</b>	<b>894</b>

Other Revenues	\$ Millions from June		
	19-21	21-23	23-25
Lottery	150	125	64
Corporate Activity Tax	17	14	13
Marijuana Tax	30	47	37
<b>Total</b>	<b>197</b>	<b>185</b>	<b>114</b>

Total Sum	\$ Millions from June		
	19-21	21-23	23-25
<b>Total Sum</b>	<b>2,010</b>	<b>1,465</b>	<b>1,008</b>

Latest Revenue Forecast

- Next Forecast – November 18, 2020
- Wait for Legislative Fiscal Office (LFO) Impacts

**Questions/Comments:**

Donna- How much more of a decline can we absorb of students leaving? *Impact to our funding will be the higher of this year’s budget as compared to last year’s budget. We will need to look at next years budget and try to determine if we look at 20-21 numbers, what kind of bounce back we see, where are we in the state of the world.*

Tom – If we are going on the higher of the two numbers of the students, we had last year, why are we looking at a decline? *We are going off of the lower numbers from last year.*

Why are we looking at lower numbers and it’s a bigger number of expenditures? *Getting activities going and they used activity fees. These are being charged right now.*

Tom- What about the costs of return to school hybrid costs? *We are looking into that. The cost will be significant.*

Donna- What is the PPE? *Masks, face shields and the like. What about air circulation? We are still looking into that.*

Susan – staffing reductions and when might we see something like that happen? *We just met on Monday and are looking at the numbers, this will be a little while to figure it out. We’ll do more enrollment review in the next week.*

Becky – What is the Apple leases, and would that have been covered by our bond? *It is covered by the general fund. We last leased in 2016. There are about 3,000 laptops covered in the lease for teachers. There is a separation between what a teacher uses and what students use. Are meals costing us more up front? We have eaten through most of the reserve that the department had saved in the 19-20 school year. As school board members we should be going to our legislatures and tell them we need to take care of our students that need to be fed.*

Tom- Investment earnings are down why is that? Can we get money from our bonds? *Rates are going to be low for a long time. There is not an investment opportunity there.*

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## DISCUSSION ITEMS

### A. **Equitable Polices Task Force** – Pat McCreery

August 10, school board the presentation was about Equity and will have a proposal at the October Work Session, as we work to create this task force and ensure the ability to offer anti-racist spaces and experiences for our students, families and staff.

### B. **Resolution for Indigenous People Day and Recognition Native American/Alaska Native Heritage Month** – Pat McCreery, Brandon Culbertson, Toshiko Maurizio

It is important to acknowledge that this resolution for our Native American and Alaska Native community members, SB 13 addresses this and moves us forward with this. It has been a long time coming. This is appositive change and we are proud to be modeling this resolution. As the Title 6 program coordinator, I am proud of this work for these students to be seen. Brad Parker, Matt Hiefield, Toshiko Maurizio, and Chris Rumble for helping with this as it was important work.

Brandon stated this is important work that this has been a beautiful experience. The program we serve is their access points to their Native American culture, community and identity to their Native American ancestry. This resolution will help in that work and help them be seen.

#### Questions/Comments:

Donna – Thank you for your time and commitment for our students of color.

Becky – Thank you for your work on this for over a year. There was a lot of thought and care.

Ann- excited about the policy work going forward. I am interested to know how this will be implemented and rolled out to the schools. I look forward to seeing that at a later time.

*Our timing on this is an impetus to begin this work and hold us accountable throughout the year.*

*We hope to use our students to assist with the work.*

LeeAnn- on the Equity policies task force, will there be students on this? *I wouldn't want to do this without students in the room.*

*The strength behind this resolution is more than just talk. The strength lies in the SB 13 work.*

Toshiko- Thank you Pat for all your time and work in this resolution. Brandon was recently nominated and approved as the Vice Chair for the Oregon Department of Education American Indian and Alaska Native advisory committee it is a three-year term and he is the vice president for the OIEA executive board. Congratulations on your nomination.

Becky- It is with great personal pride that we are doing this and appreciate all of the work put into this.

## ACTION ITEMS

### A. **OSBA nomination of LeeAnn Larsen to OSBA Board Position 15** – Becky Tymchuk

LeeAnn has represented on this board, been the past president and we want her to be there as she is a great advocate for our students.

Anne Bryan made the motion to approve LeeAnn Larsen to be elected to the Oregon School Board Association Position 15 position. Tom Collet seconded and the motion passed unanimously by a vote of 7 to 0 by Becky Tymchuk, Tom Collett, Anne Bryan, Donna Tyner, Eric Simpson, LeeAnn Larsen, and Susan Greenberg.

### B. **New Permanent Classrooms at Vose Elementary** – Josh Gamez, Carl Mead, Monique Singleton

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Josh Gamez, Chief Facilities Officer discussed an update to the situation sheet that was briefed to the Board at the August 10<sup>th</sup> school board meeting. At that meeting the board requested that Facilities Development revisit this topic after they had an update on enrollment numbers for the 2020-2021 school year.

Gamez shared the latest update for enrollment numbers for Vose with the Board and also included the average class size. The enrollment information is current as of September 21<sup>st</sup> and the average class size is current as of September 22<sup>nd</sup>. They are as follows:

- Kindergarten: 18 students
- 1<sup>st</sup> grade: 25 students
- 2<sup>nd</sup> grade: 24 students
- 3<sup>rd</sup> grade: 25 students
- 4<sup>th</sup> grade: 26 students
- 5<sup>th</sup> grade: 27 students
- The BSD staffing projection at Vose ES for the 20-21 school year is 703 students.
- The enrollment at Vose ES as of September 21, 2020 is 684 students
- The PSU forecast for the 2028-29 school year is 583 students
- The enrollment at Vose ES is not projected to increase, but the addition of teachers and reduction of class sizes will require additional classrooms.

Monique Singleton, the Principal at Vose ES, emailed some additional information on her allocation of classroom teachers (33), number of classrooms (30), and what accommodations the school will have to make (in terms of utilizing space) when all students return to the building (e.g. using a technology lab for PreK and converting two flex spaces into classrooms (dual language Kindergarten and 3<sup>rd</sup> grade).

#### Questions / Comments:

Eric – Citizens Bond Advisory committee thought this would be a good cost-effective measure and endorsed this design. This is CET dollars we are setting aside for this.

Donna- Looking at it from the equity lens it makes sense.

Susan- I appreciate all of Monique's hard work.

LeeAnn – It would be helpful for me to see what other projects are vying for those reserves as we have not heard about other projects.

Donna – At another meeting maybe we could go over the other projects that are going on. *We provide that at our October 26, 202 meeting.*

Anne: Can you please provide more details about the types of classrooms the proposal is to provide? upper grades? pre-K/K? Special Ed-ready?

- *As Monique noted in her email, Vose is making accommodations for Pre-K (former tech lab), dual language Kindergarten (flex space), and 3<sup>rd</sup> Grade (flex space). Flex spaces are smaller than classroom spaces. Our new permanent classrooms will focus on Pre-K and K grades.*

Can you please remind me what the current configuration of Vose is? # each type of classroom?

- *There are 22 full sized classrooms for grades 1-5.*
- *There are 5 full sized kindergarten classrooms.*
- *There are 3 full sized SPED classrooms.*
- *The computer lab, library, and stage are all equipped to be used as classrooms.*

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- *There are 5 additional flex areas that can be used as teaching spaces, although they are smaller than classrooms.*

How long would we expect construction to take to build the four classrooms?

- *Following a contract award, we expect construction to be complete by 6 months after award. Our goal is to start with construction in the spring 2021, complete the big work over the summer, and if possible finish by the summer and if there is any work in the fall to do our best to minimize impact to the school.*

I am glad that we are taking a good look at what we need to build model spaces for all students. Looking at model spaces for our Pre-K learners is important.

Becky – we understand that this is good, and we appreciate how the funds are to be spent.

Eric made the motion to approve the contract with DR Group for the design of additional classrooms at Vose Elementary, for a total and not to exceed \$145,000.

BE IT RESOLVED that the School Board approve the contract with DR Group for the design of additional classrooms at Vose Elementary, for a total and not to exceed \$145,000.

Donna seconded and the motion passed unanimously by a vote of 7 to 0 by Becky Tymchuk, Tom Collett, Anne Bryan, Donna Tyner, Eric Simpson, LeeAnn Larsen, and Susan Greenberg.

C. **Consent Agenda** – Becky Tymchuk

1. **Personnel**

BE IT RESOLVED that the employee(s) who are recommended herein for administrator and teacher elections, leaves of absence, and resignations/terminations are accepted by the School Board as submitted at this meeting.

2. **Approval of School Board Meeting Minutes**

BE IT RESOLVED that the minutes of the August 31, 2020 Work Session are hereby approved.

3. **Public Contracts**

BE IT RESOLVED that the School Board authorize the Superintendent or designee to obligate the District for the public contract items as submitted at this meeting.

4. **Approval of School Board Policy JHH**

BE IT RESOLVED that the School Board approve the School Board Policy JHH.

5. **Resolution for Indigenous People Day and Recognition Native American/Alaska Native Heritage Month**

Be it resolved that the School Board approve the Indigenous People Day and Recognition of the Native American/Alaska Native Heritage Month.

Leeann Larsen made the motion to accept by the School Board as submitted. Donna Tyner seconded and the motion passed unanimously by a vote of 7 to 0 by Becky Tymchuk, Tom Collett, Anne Bryan, Donna Tyner, Eric Simpson, LeeAnn Larsen, and Susan Greenberg.

Questions/Comments: None

**BOARD COMMUNICATION** – Board Members

- Individual School Board Member Comments** – none
- Don** – Shout out to all our presenters

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## **ADJOURNMENT**

Becky Tymchuk adjourned the meeting at 9:48 p.m.

## **INFORMATION ITEMS**

- Bond Program Status Report – August 2020

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Submitted by Dianna Hess

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Becky Tymchuk, School Board Chair

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**PUBLIC CONTRACTS – BOARD AUTHORIZATION OF  
SUPERINTENDENT TO OBLIGATE THE DISTRICT**

**POLICY ISSUE/SITUATION**

School Board action is required to authorize the Superintendent or a designee to obligate the District for the attached public contract items.

**BACKGROUND INFORMATION**

On May 15, 2017, the Board adopted current policy language regarding Authority to Obligate the District (Board Policy DJ), which updates the School District's Public Contracting Rules in accordance with State Recommended Model Rules. Appropriate bidding procedures and Public Contracting Rules have been complied with before recommending the attached contract for Board approval. The following authorization of contract, subject to available budget appropriations, is a routine Board action that appears under the consent grouping of the Board agenda.

**RECOMMENDATION**

BE IT RESOLVED that the School Board authorize the Superintendent or a designee to obligate the District for the public contract items listed in Attachment A.



**PROJECT NAME:** Dropout Detective software purchase

**PROJECTTIMELINE:** 8/26/2020–8/25/2021

**PROJECT BUDGET:** \$70,000.00

**PROJECT SCOPE:** Annual software subscription to Dropout Detective for secondary students district wide. The District currently uses the CANVAS Learning Management System and this product is the only available system which directly integrates with that system. Dropout Detective is a student retention and success solution that integrates directly with Canvas to provide a “risk index” of how each student is doing across all their courses and provides this information in a Dashboard. One of BSD’s most pressing challenges, which has been exacerbated during Comprehensive Distance Learning, is being able to identify our most at-risk students in an efficient manner.

**CONTRACT NAME:** AspireEDU, Inc. Dropout Detective purchase

**RECOMMENDED BY:** John Peplinski

**SOLICITATION METHOD:** Sole Source

**CONTRACTTIMELINE:** 8/26/20–8/25/2021

**CONTRACT AMOUNT:** \$70,000.00

**CONTRACT SCOPE:** Annual subscription fee for DropOut Detective software which integrates with the district’s learning management system, Canvas, to provide a “risk index” of how each student is doing across all their courses and provides this information in a Dashboard.

**RECOMMENDATION:** Authorization to Award Contract to AspireEDU, Inc.

**FUNDING SOURCE:** Grant and general fund

**SOLE SOURCE PROCUREMENT FORM**

ORS 279B.075:

(1) The District may award a contract for goods or services without competition when the Purchasing Manager determines in writing that the goods or services, or class of goods or services, are available from only one source.

(2) The determination of a sole source must be based on written findings that may include:


- (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
- (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- (c) That the goods or services are for use in a pilot or an experimental project; or
- (d) Other findings that support the conclusion that the goods or services are available from only one source.

(3) To the extent reasonably practical, the District shall negotiate with the sole source to obtain contract terms advantageous to the District.

OAR 137-047-0275:

a) Public Notice. The District shall give public notice of the Purchasing Manager's determination that the Goods or Services or class of Goods or Services are available from only one source. The District shall publish the notice once in the DJC. The public notice shall describe the Goods or Services to be acquired by a sole-source Procurement, identify the prospective Contractor and include the date, time and place that protests are due. The District shall give Affected Persons at least seven (7) days from the date of the notice of the determination that the Goods or Services are available from only one source to protest the sole source determination.

b) Protest. An Affected Person may protest the determination that the Goods or Services or class of Goods or Services are available from only one source in accordance with OAR 137-047-0710.

Good or Service to be purchased: Dropout Detective	Vendor/Manufacturer: <b>AspirEDU</b>
Cost Center:  Date: Oct. 14, 2020	Cost Center Authority Signature: 

FINDINGS. Findings shall be pursuant to ORS279B.075 in (2) above. Also, describe the purpose for which the goods or services are required. What curriculum/program will the goods or services support? What functional characteristics do the goods or services have which preclude other goods or services from being used? Why are the requested goods or services the only acceptable? Are the goods for compatibility purposes? If so, what existing equipment must this item be compatible with? Attach the quote from the Vendor for the good or service.

**Describe the purpose for which the goods or services are required./What curriculum/program will the goods or services support?**

- a) *Finding: Purchasing this product will not unnecessarily limit competition for Public Funds;*  
 Competition will not be unnecessarily limited as no other products were determined to have the CANVAS LMS integration capabilities.
- b) *Finding: Purchasing this product makes the most efficient use of existing District resources;*  
 The District currently uses the CANVAS Learning Management System and this product is the only available system which directly integrates with that system. Dropout Detective is a student retention and success solution that integrates directly with Canvas to provide a "risk index" of how each student is doing across all their courses and provides this information in a Dashboard. One of BSD's most pressing challenges, which has been exacerbated during Comprehensive Distance Learning, is being able to identify our most at-risk students in an efficient manner. Current practices are cumbersome and time consuming. Gathering information on student engagement, attendance, and habits of learning from multiple systems requires enormous human resources across the district. Purchasing Dropout Detective would allow school Administrators, Student Success Coaches, 9th Grade on Track Mentors and even Special Ed. case managers to see how students are doing through custom dashboards and more quickly identify at-risk students.

**What functional characteristics do the goods or services have which preclude other goods or services from being used?**

No other product has built-in integration to the Canvas learning management system for daily data retrieval & analysis of student activity and then populates a simple dashboard display. The data used by Dropout Detective includes, but not limited to:

- Total assignments for student in course
- Total assignments turned in on time for student in course

- Total assignments missing for student in course
- Timestamp for last time student accessed the course
- Timestamp for last time student sent a message in course
- Timestamp for last time instructor sent a message to student in course
- Timestamp for post in discussion forum in LMS
- Timestamp for each submission in LMS
- Other systems were researched and evaluated – Dropout Detective was selected for a Pilot program which was successfully integrated at Aloha HS in the 2019-2020 school year.

Beyond Dropout Detective, Beaverton does not have any application that can interpret multiple data points or can identify trends and patterns in student habits of learning inside Canvas.

**Why are the requested goods or services the only acceptable?**

Dropout Detective is the only acceptable solution because of its unique Canvas integration and ability to compile data from across student curricular courses onto custom dashboards. Currently Beaverton does not have the means to pull daily custom Canvas reports and present them to each school in a timely manner. What would take hours and require many IT personnel, Dropout Detective effectively does nightly, and applies an algorithm using such data points as current grades in Canvas Gradebook, timestamps for last time student access courses, and then it presents a dashboard to support staff which is updated daily.

(For purchasing use only) Approved for sole source purchase:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Ad Date (attach copy) Approved Date



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## CARES ACT GRANT – CHILD CARE

### POLICY ISSUE/SITUATION

The Washington County Board of Commissioners have allocated up to \$5,000,000 of Federal CARES Act funding to subsidize childcare cost for essential workers and vulnerable communities in Washington County. The County has offered to allocate the funding to each school district in Washington County to administer the funding to families in the County. Each District's allocation is different and is based on the size of the district. Beaverton School District's allocation is up to \$2,486,091.40. The Board is required to take action to accept the funding offered by the County.

### BACKGROUND INFORMATION

The County Board of Commissioner's took action in September 2020 to allocate up to \$5,000,000 in unallocated CARES Act funding to support families needing all day childcare due all County school districts operating under a distance learning model of instruction. The County Commission wants to support working families who have found themselves faced with an unanticipated childcare expense since schools are not conducting in person learning. The grant program is directed to prioritize the following categories of individuals:

- i. Children of essential workers as defined by the \*Advisory Memorandum on Ensuring Critical Infrastructure Workers Ability to Work During the COVID-19 Response issued by the Cybersecurity & Infrastructure Security Agency dated August 18th, 2020, which includes K-12 educators, and municipal employees among others, and
- ii. Children of low-income families defined as families who earn at or below 300% of the federal poverty guidelines, and
- iii. Children of vulnerable communities or otherwise defined as requiring in-person support.

Beaverton School District staff have been coordinating with the County and the other school districts in Washington County through the efforts of the Northwest Regional Education Service District (NWRESD). District staff have prepared communication materials and are ready to distribute to households in the district. Staff will rely on its regular methods of communication to district families as well as leveraging assets such as elementary school staff, Multi-Lingual

Department staff relationships with families, and existing relationships with childcare providers in the district.

The program will be administered by district staff and funding will be sent directly to families. Childcare costs from August 1, 2020 to December 30, 2020 will be eligible for subsidy. Families will be required to apply to the district which will be posted and accepted on-line. Paper applications will also be accepted. Receipts of childcare costs dating back to August 1, 2020 will be required for reimbursement requests. Payment for future enrollment in a childcare program will require an invoice or other documentation of enrollment for a pre-payment subsidy. Subsidy will be based on actual out-of-pocket cost of participating families. For example, any family which participates in the Employment-Related Day Care program (ERDC) will be eligible to receive subsidy for their costs not covered by their ERDC benefit.

**RECOMMENDATION**

Recommend the BSD Board approve to accept the up to \$2,486,091.40 CARES Act funding from Washington County to administer a childcare subsidy program for families residing within the BSD boundary.



## SOCIAL STUDIES CURRICULUM REVIEW AND ADOPTION PROJECT TEAM MEMBERSHIP

### **POLICY ISSUE/SITUATION:**

The Beaverton School District reviews and updates its curriculum, instructional practices and classroom materials in the various subject areas according to Board policy and Oregon State Statute and Administrative Regulations. The school board directed the Superintendent to form a Social Studies Project Team for the 2020-2021 Social Studies curriculum review at the August 31, 2020 meeting.

### **BACKGROUND INFORMATION:**

In October of 2020, following the guidelines established in II/IIA-AR, a Social Studies Project Team was formed consisting of teachers, administrators, students, community members, and parents.

### **RECOMMENDATION:**

It is recommended that the Board review and affirm the attached list of members of the Social Studies Project Team.

## Social Studies Project Team Members 2020-2021

### School Administrators

Cherie Reese - Elementary  
David Nieslanik – High School  
Brian Curl - Elementary  
Mariah McCarty – Middle School

### Teachers

Amber Burnett - Elementary  
Michael Viera - Elementary  
Marcela Ullibarry Cabrera - Elementary  
Susan Acosta - Elementary  
Gillian Sullivan Bing – Middle School  
Liv Cruse – Middle School  
Anil Naik – High School  
Kristine Hurlley – High School  
Isaac Kindblade - Options

### Specialists

Carolia Cavedon – ESL  
Kacy Smith Paterson – Secondary English Language Arts  
Danica Jensen Weiner – AVID / Culturally Responsive Teaching  
Jessica Linderman – Special Education / Mentors  
Katie Swartwood – Elementary English Language Arts  
Brandon Culbertson - American Indian/ Alaska Native Program

### Parents

Jacob Evers  
Jennifer Hoyt  
Sara Chivers  
China Brotherson

### Community Members

Evelyn Campos Zelada  
Nora Mahmoud  
Stephanie Somanchi

### Students (High School)

Natalie Ebanks  
Scott Sloop  
Apoorva Rao  
Sara Koppy

### District

Brian Sica – Administrator for Secondary Curriculum, Instruction & Assessment (Non-Voting)  
Kayla Bell – Administrator for Elementary Curriculum, Instruction & Assessment (Non-Voting)  
Brad Parker – Social Studies Curriculum Specialist  
Matt Hiefield – Social Studies Curriculum Specialist  
Patrick McCreery – Administrator for Equity and Inclusion (Non-Voting)  
Susan Greenberg – School Board Member (Non-Voting)  
Susan Ouellette – Support

**Arco Iris Spanish Immersion School  
Annual Evaluation  
Beaverton School District  
October 26, 2020  
Corrected 10/27/2020**



**Table of Contents**

**Evaluation Overview.....2**

**Highlights of Findings.....3**

**Program Evaluation Key Questions, Findings, and Supporting Evidence.....4**

Indicator	Key Question	Pg
1	To what extent has the school delivered its intended instructional program?	4
2	How well are students learning?	5
3	To what extent are staff qualified to deliver the program and ensure student learning?	7
4	To what extent is the school on sound financial footing?	8

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## **Evaluation Overview**

### *Purpose*

15.2 Annual Visit. At least annually, a member of the Board, the District's Superintendent, or the Superintendent's designee must visit Arco Iris to evaluate its compliance with the terms of this Charter and the Act, and the success of the academic program. The District or its designee must prepare a written report of the findings of its evaluation, which must include, but is not limited to, the following: (a) a statement summarizing the costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (b) a description of the assessments used to measure student progress; (c) a summary of student assessment results; (d) a description of the staffing of Arco Iris, summarizing the qualifications of staff members; and (e) a description of Arco Iris's educational program.

The Board may terminate the charter of a district-sponsored charter school for failure to:

1. Meet the terms of the approved charter or any provision of the law;
2. Meet the requirements of student performance in the charter;
3. Correct a violation of federal or state law;
4. Maintain insurance as described in the charter;
5. Maintain financial stability; and
6. Maintain the health and safety of the students.

### *Design*

By examining a variety of data, this charter school evaluation is designed to assess four key questions:

- How well has the school delivered its intended instructional program?
- How well are students learning?
- Are staff qualified to deliver the program and ensure student learning?
- Is the school on sound financial footing?

*Desired outcomes:* A quality charter school has a strong instructional program delivered with fidelity by qualified, skilled staff. Students demonstrate mastery in core content areas and show progress in learning during the year. A quality charter school maintains a sound financial foundation to ensure sustainability.

### *School Mission*

Arco Iris's mission is "to offer a solid education that includes Spanish immersion and a rigorous mathematical curriculum that will prepare students to be responsible citizens and lifelong learners with strong values".

### *Site Visit*

A site visit was conducted Teaching and Learning staff on August 12, 2019. A follow-up site visit to observe instruction scheduled for April 22, 2020 was cancelled due to the statewide closure of schools and could not be rescheduled during the 2019-20 school year.

### Highlights of Findings

Indicator	Key Question and Findings
1	<p>To what extent has the school delivered its intended instructional program?</p> <ul style="list-style-type: none"> <li>• Kindergarten students receive 80% of their instruction in Spanish, students in grade 1-5 receive 65% of their instruction in Spanish and students in grades 6-8 receive 50% of their instruction in Spanish and 50% in English. English language arts classes are taught by staff members who are fully licensed and proficient in English.</li> <li>• BSD learning targets and state standards guide instruction in core content areas, as documented by grade-level curriculum maps.</li> </ul>
2	<p>How well are students learning?</p> <ul style="list-style-type: none"> <li>• The school monitors student progress using a variety of assessments that also inform instructional decisions.</li> <li>• As there are no OSAS test results for 2019-20, Arco Iris is deemed to have met the student achievement requirements under the current six-year Charter.</li> </ul>
3	<p>To what extent are staff qualified to deliver the program and ensure student learning?</p> <ul style="list-style-type: none"> <li>• All classes at Arco Iris are taught by licensed or registered teachers. Licensed staff were 56% of certified FTE in 2019-20.</li> <li>• ELL students are taught by a teacher with an English for Speakers of Other Languages ("ESOL") endorsement.</li> <li>• Teachers participate in a significant number of hours of professional development.</li> <li>• In 2020, 86% of 146 parents responding to the annual parent survey expressed satisfaction with school communications.</li> </ul>
4	<p>To what extent is the school on sound financial footing?</p> <ul style="list-style-type: none"> <li>• A copy of the annual audit for 2018-19, conducted by a licensed auditor, was submitted to the District on December 20.</li> <li>• Arco Iris ended the tenth year of operation with a net income of \$90,974; 2.4% of total expenses for the year.</li> <li>• Net income for the school declined 65% from the prior year. The ending fund balance for the school after the tenth year of operation is \$716,808; 18% of the budgeted expenditures for 2020-21.</li> <li>• In 2019-20, 85% of Arco Iris students were from BSD. The return rate for students in grades K-7 enrolled in June 2020 was 82%, down from 84% the prior year.</li> </ul>

Indicator	Key Question and Findings
1	<p data-bbox="345 218 1333 254">To what extent has the school delivered its intended instructional program?</p> <ul data-bbox="345 260 1541 489" style="list-style-type: none"> <li data-bbox="345 260 1541 411">• Kindergarten students receive 80% of their instruction in Spanish, students in grade 1-5 receive 65% of their instruction in Spanish and students in grades 6-8 receive 50% of their instruction in Spanish and 50% in English. English language arts classes are taught by staff members who are fully licensed and proficient in English.</li> <li data-bbox="345 417 1541 489">• BSD learning targets and state standards guide instruction in core content areas, as documented by grade-level curriculum maps.</li> </ul>

*Charter Requirements*

- 5.1 Overview. AISICS agrees to design and implement the educational program described to the Board and in the Application, as amended by this Charter. The educational program must include the following:
- 5.1.1 All English Language Arts classes must be taught in English by a person proficient in the English language;
  - 5.1.2 In Kindergarten approximately 80% of daily instruction will be given in Spanish and 20% in English. In first through fifth grades, approximately 65% of daily instruction will be given in Spanish and 35% in English;
  - 5.1.3 In sixth, seventh and eighth grades, approximately 50 percent of daily instruction will be given in Spanish and 50 percent in English
  - 5.1.4 Differentiated instruction in all classes;
  - 5.1.5 Immersion teaching techniques will be incorporated in classes instructed in Spanish to ensure student success in Spanish learning acquisition;
  - 5.1.6 The curriculum will be fully aligned with Oregon curriculum state standards, and the District's learning targets will serve as a guide for curriculum unit development and assessment;
  - 5.1.7 The educational program implemented must meet the requirements of state and federal law, including, without limitation, Oregon content standards described in ORS 329.045, and other requirements concerning subjects of instruction and content standards;
  - 5.1.8 Instructional materials will align with applicable Oregon State Standards, ORS 329.045, and Arco Iris's education program set forth in the Application. Arco Iris will notify the District in writing of its intent to use instructional materials 60 days in advance of its use.

*Findings*

- English Language Arts classes are taught by fully licensed staff proficient in English.
- Kindergarten students receive 80% of their instruction in Spanish and 20% in English. Students in grade 1-5 receive 65% of their instruction in Spanish and 35% in English. Students in grades 6 - 8 receive 50% of their instruction in Spanish and 50% in English.
- BSD learning targets and state standards guide instruction in core content areas, as documented by grade-level curriculum maps.
- Instructional materials employed during the 2019-20 school year included *Singapore Math* in grades 1-5, *Singapore Math*, *Eureka Math* and supplemental math in grades 6-8, *Santillana Descubre* for Spanish Language Arts in 1<sup>st</sup> through 3<sup>rd</sup> grade, *Santillana Yabisi* in 4<sup>th</sup> through 8<sup>th</sup> grade, *Fusion Ciencias* for Science, and *Historia Y Ciencias Sociales* for Social Studies. *Story Town* is used for English Language Arts for grades 1-4 while for grades 5-8 grade ELA, a selection of short stories, poetry, novels, Notice & Note for literature analysis, and Lucy Calkin’s “Units of Study” for writing.

Indicator	Key Question and Findings
2	<p data-bbox="347 296 768 327">How well are students learning?</p> <ul data-bbox="347 338 1461 485" style="list-style-type: none"> <li data-bbox="347 338 1404 407">• The school monitors student progress using a variety of assessments that also inform instructional decisions.</li> <li data-bbox="347 417 1461 485">• As there are no OSAS test results for 2019-20, Arco Iris is deemed to have met the student achievement requirements under the current six-year Charter.</li> </ul>

*Charter Requirements*

5.6 Student Assessment. Arco Iris will assess student performance (a) in the manner set forth in this Charter, (b) as provided in ORS 338.115(1)(L), and (c) in a manner consistent with assessments administered by the District to its elementary students, including assessments required for any District two-way immersion programs. The assessments will include:

5.6.1 Administering to each new incoming student in the fall a research based language proficiency assessment that measures proficiency growth as outlined in the American Council for Teaching Foreign Languages (ACTFL) Proficiency Rubric and administering to all students in the spring of each school year a research based language proficiency assessment that measures proficiency growth as outlined in the ACTFL Proficiency Rubric;

5.6.2 Administering to each student each school year the Oregon Statewide Assessments to the extent the District requires its students to take such assessment;

5.6.3 Administering to each ELL Student each school year the English Language Proficiency Assessment.

5.7 Student Achievement. All Arco Iris students must meet the District's learning targets for each grade level for each subject. Arco Iris will be deemed to have met the student achievement requirements of this Charter if, on a subject-by-subject basis, the percentage of Arco Iris students meeting or exceeding achievement standards on State assessments in English language arts, mathematics, and science is greater than or equal to the corresponding percentage for students enrolled in the District's two-way immersion programs.

*Findings*

- The State English Language Proficiency Assessment (ELPA21) was completed by 5 of 33 students enrolled in 2019-20 receiving or eligible for ELD services before the school closure.
- As there are no OSAS test results for 2019-20, Arco Iris is deemed to have met the student achievement requirements under the current six-year Charter.

- The school monitors student progress using a variety of assessments that also inform instructional decisions.

<b>Assessment</b>	<b>Purpose</b>	<b>Use</b>	<b>Frequency</b>
<b>ELPA21 (English Language Proficiency Assessment)</b>	Assesses language acquisition of identified ELL students	Used in the monitoring of progress of identified ELL students.	Annually
<b>IRLA(English) ENIL(Spanish)</b>	Assesses student reading abilities and comprehension.	Progress monitoring and leveling for students	Twice a year grades 1-8 IRLA and grades 3-8 ENIL.
<b>Easy CBM ELA, Math &amp; Spanish</b>	Assess and track progress in ELA and math		Three times a year grades K-8 (ELA and Math) and grades K-2 (Spanish).
<b>Santillana</b>	Assesses student acquisition of Spanish language concepts and skills.		Grades 2-8
<b>Singapore Math Assessments</b>	Assess and tracks progress in math concepts for grades 1-5.	Guides teaching strategies for daily learning at an individual level.	Weekly and end of unit assessments – reported in the trimester progress reports.
<b>OSAS English Language Arts, Mathematics, and Science</b>	Assesses students' mastery of Oregon content standards	Informs how Arco Iris students compare to the rest of the state. Used as a baseline measure of student progress.	Annually

Indicator	Key Question and Findings
3	<p>To what extent are staff qualified to deliver the program and ensure student learning?</p> <ul style="list-style-type: none"> <li>All classes at Arco Iris are taught by licensed or registered teachers. Licensed staff were 56% of certified FTE in 2019-20.</li> <li>ELL students are taught by a teacher with an English for Speakers of Other Languages ("ESOL") endorsement.</li> <li>Teachers participate in a significant number of hours of professional development.</li> <li>In 2020, 86% of 146 parents expressed satisfaction with school communications.</li> </ul>

*Charter requirements*

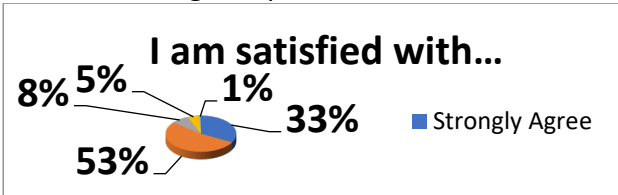
18.1 English Language Arts. All English Language Arts classes at Arco Iris will be taught in English by a teacher proficient in the English language.

18.2 Classes Taught in Spanish. All classes at Arco Iris taught in Spanish will be taught by a bilingual Spanish/English teacher with native or near-native proficiency in Spanish.

18.3 ELL Classes. All teachers providing programs specialized for ELL Students will be taught by a teacher with an English for Speakers of Other Languages ("ESOL") endorsement.

*Findings*

- English Language Arts classes are taught by staff who are proficient in English and appropriately certified.
- At the time of the on-site visit, all classes taught in Spanish were taught by a teacher proficient in Spanish.
- All Arco Iris teachers are appropriately licensed or on the charter school registry maintained by TSPC. Licensed staff were 56% of certified FTE in 2019-20.
- ELL students are taught by a teacher with an English for Speakers of Other Languages ("ESOL") endorsement.
- Summary of professional development during 2019-2020 school year:
  - Singapore Math (Arco staff trainer)
  - Equity and Inclusion (ODE and NWRES D)
  - Early Learning Network (NWRES D)
  - Comprehensive Counseling programs (BSD)
  - Bilingual Education (OABE)
  - Restorative Justice (Arco staff trainer)
  - Health and Safety protocols (ESS Absence Management Services)
- In 2020, 86% of 146 parents responding to the annual parent survey expressed satisfaction with school communications. Survey questions from prior years were replaced with questions about distance learning and priorities for the future.



Indicator	Key Question and Findings
4	<p>To what extent is the school on sound financial footing?</p> <ul style="list-style-type: none"> <li>A copy of the annual audit for 2018-19, conducted by a licensed auditor, was submitted to the District on December 20.</li> <li>Arco Iris ended the tenth year of operation with a net income of \$90,974; 2.4% of total expenses for the year.</li> <li>Net income for the school declined 65% from the prior year. The ending fund balance for the school after the tenth year of operation is \$716,808; 18% of the budgeted expenditures for 2020-21.</li> <li>In 2019-20, 85% of Arco Iris students were from BSD. The return rate for students in grades K-7 enrolled in June 2020 was 82%, down from 84% the prior year.</li> </ul>

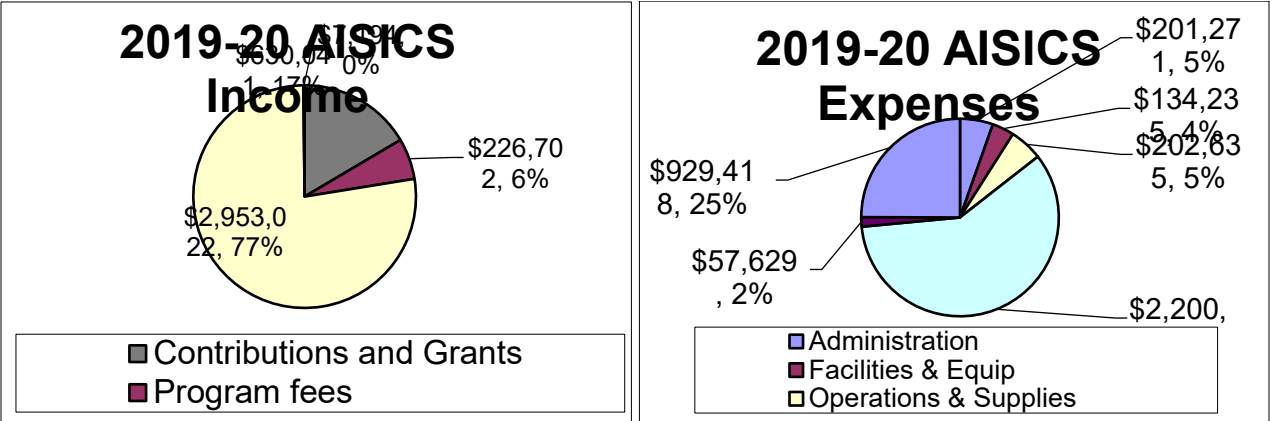
**Charter Requirements**

13.4 Arco Iris will retain an auditor to conduct an audit of the accounts of Arco Iris as required by ORS 338.095(2) and in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, as it may be amended from time to time. The audit shall be conducted in accordance with the governmental model and conducted by an auditor licensed to perform and experienced with municipal audits. Arco Iris will deliver a copy of the final audit to the District, the Oregon Department of Education, and the State Board of Education no later than each September 15 during the term of this Charter.

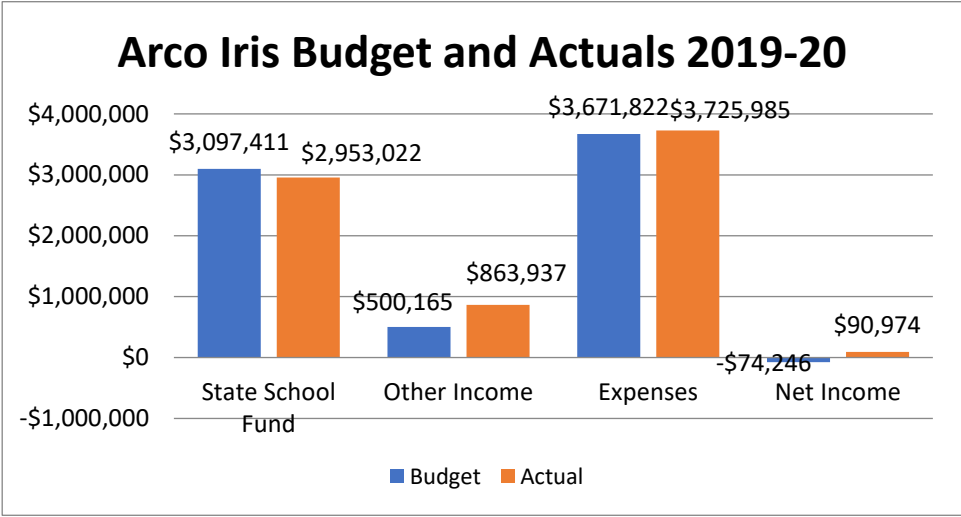
13.1 Annual Budget. On or before April 15 of each year, AISICS will submit to the District Arco Iris's proposed budget for the next fiscal year.

**Findings**

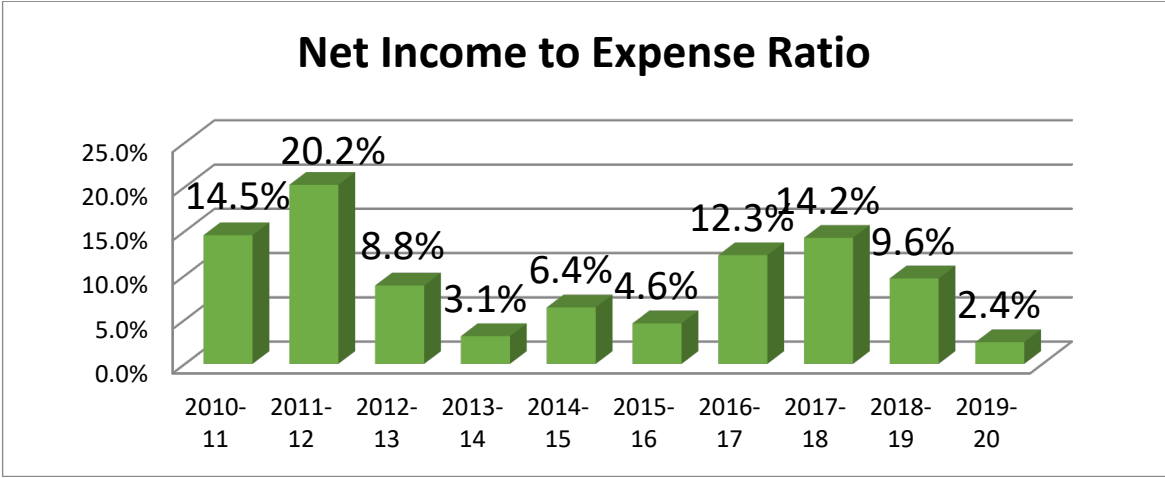
- The annual audit for 2018-19, conducted by a licensed auditor, found that the school's financial statements accurately reflect the school's financial position after the ninth year of operation.
- A statement summarizing the costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues shows that Arco Iris ended the tenth year of operation with net income of \$90,974 on total revenues of \$3,816,959 and \$3,725,985 total expenses. State School fund accounts for 77% of the school's income, down from 85% the prior year. Contributions and grants account for 17% of total income, up from 6% the prior year. Income and expenses are summarized below:



- Although the 2019-20 budget projected a deficit of almost \$75,000, the school ended the year with actual net income of more than \$90,000. State School Fund was lower than anticipated in the budget while other income was significantly higher.



- Net income for the school declined 65% from the prior year. The ending fund balance for the school after the tenth year of operation is \$716,808; 18% of the budgeted expenditures for 2020-21.



- The 2020-21 budget was provided to the District on May 22<sup>nd</sup>.
- In 2019-20, 85% of Arco Iris students were from BSD. The return rate for students in grades K-7 enrolled at the end of June 2020 was 82%, down from 84% in the prior year.

	Kinder	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	MS	Total
Active students at end of year	81	54	55	55	56	41	69	411
Returned to Arco Iris	73	45	49	47	43	23	59	339
Returned to BSD school	3	2	4	6	6	16	5	42
Enrolled in another district, private school, home school	5	7	2	2	7	2	5	30
Return rate	90%	83%	89%	85%	77%	49%	86%	82%

# Hope Chinese Charter School Annual Evaluation Beaverton School District October 26, 2020



## Table of Contents

**Evaluation Overview**.....2

**Highlights of Findings**.....3

**Program Evaluation Key Questions, Findings, and Supporting Evidence**.....4

Indicator	Key Question	Pg
1	To what extent has the school delivered its intended instructional program?	4
2	How well are students learning?	6
3	To what extent are staff qualified to deliver the program and ensure student learning?	8
4	To what extent is the school on sound financial footing?	10

*School Board Goal: **WE** empower all students to achieve post-high school success.*

*The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.*

## Evaluation Overview

### *Purpose*

15.2 Annual Visit. At least annually, a member of the Board, the District's Superintendent, or the Superintendent's designee must visit the Charter School to evaluate its compliance with the terms of this Charter and the Act, and the success of the academic program. The District or its designee must prepare a written report of the findings of its evaluation, which must include, but is not limited to, the following: (a) a statement summarizing the costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (b) a description of the assessments used to measure student progress; (c) a summary of student assessment results; (d) a description of the staffing of the Charter School, summarizing the qualifications of staff members; and (e) a description of the Charter School's educational program.

The Board may terminate the charter of a district-sponsored charter school for failure to:

1. Meet the terms of the approved charter or any provision of the law;
2. Meet the requirements of student performance in the charter;
3. Correct a violation of federal or state law;
4. Maintain insurance as described in the charter; or
5. Maintain financial stability.

### *Design*

By examining a variety of data, this charter school evaluation is designed to assess four key questions:

- How well has the school delivered its intended instructional program?
- How well are students learning?
- Are staff qualified to deliver the program and ensure student learning?
- Is the school on sound financial footing?

*Desired outcomes:* A quality charter school has a strong instructional program delivered with fidelity by qualified, skilled staff. Students demonstrate mastery in core content areas and show progress in learning during the year. A quality charter school maintains a sound financial foundation to ensure sustainability.

### Highlights of Findings

Indicator	Key Question and Findings
1	<p>To what extent has the school delivered its intended instructional program?</p> <ul style="list-style-type: none"> <li>• Students in grades K - 2 receive 65% of their instruction in Chinese and 35% in English. Instruction for grades 3 - 5 students is 50% in each language while instruction in grades 6-7 is 35% in Chinese and 65% in English.</li> <li>• BSD learning targets guide instruction in core content areas and immersion instructional techniques support student learning.</li> <li>• Students engage in a variety of modes of instruction including large group, small group, pairs, and individual learning. 86% of students were assessed as engaged in the lesson or instructional task during the site visit.</li> </ul>
2	<p>How well are students learning?</p> <ul style="list-style-type: none"> <li>• Teachers use a variety of common assessments to monitor student progress, inform instructional decisions, and document student learning.</li> <li>• As there are no OSAS test results for 2019-20, HCCS is deemed to have met the student achievement requirements under the current five-year Charter.</li> </ul>
3	<p>To what extent are staff qualified to deliver the program and ensure student learning?</p> <ul style="list-style-type: none"> <li>• All but one Hope Chinese teachers were appropriately licensed or on the charter school registry maintained by TSPC. Licensed staff were 75% of certified FTE in 2019-20.</li> <li>• English Language Arts instruction is delivered by teachers who are proficient in English and appropriately certified.</li> <li>• Classes taught in Chinese are conducted by bilingual Chinese/English teachers fluent in Chinese.</li> <li>• Teachers participate in a significant number of hours of professional development to improve instruction and the classroom and school environment.</li> <li>• In 2020, 92% of parents believe the school’s program is aligned with its mission and 91% of parent report feeling welcome and accepted at the school. 83% of parents report feeling well-informed about what is happening at HCCS, an increase of almost 20 percentage points from the prior year.</li> </ul>
4	<p>To what extent is the school on sound financial footing?</p> <ul style="list-style-type: none"> <li>• The 2020-21 budget has been provided to the District and the audit report for 2018-19 did not identify any issues.</li> <li>• HCCS had a net loss of \$303,850 or 8.3% of total expenses for 2019-20.</li> <li>• After the eighth year of operation, Hope Chinese’s ending fund balance is \$632,469 or 17% of the expenditures budgeted for 2020-21.</li> <li>• In 2019-20, 86% of HCCS students were from BSD, up two percentage point from the prior year. The return rate for students enrolled in grades K-7 at the end of the prior school year was 89%.</li> </ul>

Indicator	Key Question and Findings
1	<p data-bbox="318 222 1451 258">To what extent has the school delivered its intended instructional program?</p> <ul data-bbox="318 275 1451 573" style="list-style-type: none"> <li data-bbox="318 275 1451 384">• Students in grades K - 2 receive 65% of their instruction in Chinese and 35% in English. Instruction for grades 3 - 5 students is 50% in each language while instruction in grades 6-7 is 35% in Chinese and 65% in English.</li> <li data-bbox="318 394 1451 464">• BSD learning targets guide instruction in core content areas and immersion instructional techniques support student learning.</li> <li data-bbox="318 474 1451 573">• Students engage in a variety of modes of instruction including large group, small group, pairs, and individual learning. 86% of students were assessed as engaged in the lesson or instructional task during the site visit.</li> </ul>

*Charter Requirements*

5.1 Overview. Applicant agrees to design and implement the educational program described to the Board and in the Application, as amended by this Charter. The educational program must include the following:

5.1.1 All English Language Arts classes must be taught in English by a person proficient in the English language;

5.1.2 In kindergarten, first and second grades, 65% of daily instruction will be in Chinese and 35% in English;

5.1.3 In third, fourth and fifth grades, 50% of daily instruction will be in Chinese and 50% in English;

5.1.4 In sixth, seventh and eighth grades, 35% of daily instruction will be in Chinese and 65% in English;

5.1.5 Differentiated instruction in all classes;

5.1.6 Immersion teaching techniques will be incorporated in classes instructed in Chinese to ensure student success in Chinese learning acquisition;

5.1.7 The curriculum will be fully aligned with Oregon curriculum state standards, and the District's learning targets will serve as a guide for curriculum unit development and assessment;

5.1.8 The educational program implemented must meet the requirements of state and federal law, including, without limitation, Oregon content standards described in ORS 329.045, and other requirements concerning subjects of instruction and content standards;

5.1.9 Instructional materials will include the Primary Math (also known as Singapore Math), Harcourt *Story Town*, Zaner-Bloser handwriting materials, and other materials that align with the District's Learning Targets, applicable Oregon State Standards, and Charter School's education program set forth in the Application, so long as Hope Chinese notifies the District in writing of its intent to utilize such a curriculum 60 days in advance of its use.

*School Mission*

**Educating for Global Fluency** by developing Chinese & English dual-language skills, nurturing cultural adaptability and inspiring excellence in our students for a positive impact in our world.

*Site Visit*

The prescribed site visit was conducted by two Teaching and Learning staff on March 5, 2020. During the visit, all teachers of Chinese language arts, English language arts, math, science, and PE instruction in grades kindergarten through 7 were observed.

*Findings*

- At all grade levels, English language arts instruction is provided by staff members who are proficient in English.

- Students in grades K - 2 receive 65% of their instruction in Chinese and 35% in English. Instruction for grades 3 - 5 students is 50% in each language while grades 6 - 8 are 35% in Chinese and 65% in English.
- Students receive differentiated instruction through grouping based on achievement/current learning as well as through differentiated materials, including individual reading books and student choice in topics. *Singapore Math* materials provide students with exercises based on the student's achievement and accuracy. Teachers provide individual help and additional challenging work for students who need it.
- During the site visit, students were observed engaging in a variety of modes of instruction including large group, small group, pairs, and individual learning time. A variety of methods were used to engage students -- random calling, cold calling, choral reading, physical response, individual and full class responses, and turn and talk. Methods to refocus student attention or transition students from one activity to the next varied across classrooms and were effective in most classrooms. Classroom routines were efficient and known by students. In 27 observations across classrooms, 98% of students were assessed as engaged in the lesson or instructional task at the time of the observation.
- Immersion techniques observed during the site visit included frequent use of comprehension checks (e.g., student responses on white boards), use of physical gestures and prompts, and effective teacher talk (e.g., clear and accurate use of language, use of amplification system).
- During the visit, students were asked to recall information, make predictions, support arguments with evidence, develop conceptual understanding of math concepts and fluency with math procedures, acquire and use correct vocabulary and pronunciation, and write and speak accurately.
- BSD learning targets and state standards guide instruction in core content areas, as documented by grade-level curriculum maps and correlated by classroom observations. Observed instruction aligned with District learning targets as detailed here:

- Solve word problems involving dollar bills (\$) and cents (¢)
- Add and subtract decimals
- Know that objects have measurable attributes and compare two objects with measurable attribute
- Compare numbers less than 100
- Compare and apply understanding of integers and rational numbers
- Read with accuracy and fluency
- Classify two-dimensional figures into categories based on their properties
- Describe geometric relationships and solve problems involving area
- Understand place value
- Demonstrate teamwork and good sportsmanship
- Analyze data and give evidence-based explanations
- Represent and interpret data
- Demonstrate command of the conventions of capitalization, punctuation, and spelling when writing
- Read grade-level text with purpose and understanding

- Instructional materials used during the 2019-20 school year included *Singapore Math*, *Lucy Calkin's Units of Study* for writing, *Singapore Chinese* for Chinese Language Arts, and *FOSS Science*.

Indicator	Key Question and Findings
2	<p data-bbox="318 222 1451 258">How well are students learning?</p> <ul data-bbox="318 268 1451 403" style="list-style-type: none"> <li data-bbox="318 268 1451 331">• Teachers use a variety of common assessments to monitor student progress, inform instructional decisions, and document student learning.</li> <li data-bbox="318 342 1451 403">• As there are no OSAS test results for 2019-20, HCCS is deemed to have met the student achievement requirements under the current five-year Charter.</li> </ul>

*Charter Requirements*

5.6 Student Assessment. The Charter School will assess student performance (a) in the manner described in the Application, (b) as provided in ORS 338.115(1)(L), and (c) in a manner consistent with assessments administered by the District to its elementary students from time to time, including assessments required for any District two-way immersion programs. The assessments will include:

5.6.1 Administering to each student each school year the required State assessments to the extent the District requires its students to take such assessment;

5.6.2 Administering to each ELL Student (defined in Section 7 below) each school year the English Language Proficiency Assessment;

5.6.3 Administering to each second-, third-, and fourth-grade student in the spring of each school year, the Chinese version of the Student Oral Proficiency Assessment (SOPA) or such other assessment as may be approved in writing by the District;

5.6.4 Administering to each fifth-grade student in the spring of each school year, the Chinese version of the Standards-based Measurement of Proficiency (STAMP 4se) to assess all four skills (Chinese listening, speaking, reading, and writing); and

5.7 Student Achievement. All of the Charter School students must meet the District's learning targets for each grade level for each subject. The Charter School will be deemed to have met the student achievement requirements of this Charter if, on a subject-by-subject basis, the percentage of Charter School students meeting or exceeding achievement standards on State assessments in English language arts, mathematics, and science is greater than or equal to the corresponding percentage for students enrolled in the District's two-way immersion programs.

*Findings*

- The State's English Language Proficiency Assessment (ELPA21) was administered to 19 of 19 students enrolled in 2019-20 receiving or eligible for ELD services.
- As there are no OSAS test results for 2019-20, HCCS is deemed to have met the student achievement requirements under the current five-year Charter.
- The school monitors student progress using a variety of assessments that also inform instructional decisions.

<b>Assessment</b>	<b>Purpose</b>	<b>Use</b>	<b>Frequency</b>
<b>Chinese Language Reading and Writing Assessments</b>	Assesses Chinese reading fluency and comprehension; character writing ability and understanding	Informs teacher of characters mastered and tracks progress throughout the year.	Beginning, middle and end of the year
<b>Student Oral Proficiency Assessment (SOPA)</b>	Assesses students' level of oral proficiency with Chinese language	Tracks students' progress from year to year (2 <sup>nd</sup> – 4 <sup>th</sup> grade)	End of the year
<b>STAMP4se (STAndards-based Measurement of Proficiency)</b>	Assess middle school students' proficiency with spoken and written Chinese language	Track student progress	End of the year
<b>Dynamic Indicators of Basic Early Literacy Skills (DIBELS)</b>	Assesses English reading fluency and comprehension (grades K-3)	Tracks students' progress throughout the year and assists teachers in identifying students requiring additional intervention in reading	Beginning, middle and end of the year
<b>Development Reading Assessment (DRA) and Qualitative Reading Inventory (QRI)</b>	Assesses English reading fluency and comprehension.	Informs teacher and student of appropriate reading level for guided reading groups and student's self-selection; tracks progress throughout the year.	Beginning, middle and end of the year
<b>English Writing Assessments (Lucy Calkins Units of Study)</b>	Assesses students' writing achievement	Informs teacher of students' achievement with writing skills	Beginning, middle and end of year
<b>English Language Proficiency Assessment (ELPA21)</b>	Assesses ELL students' proficiency levels in English	Informs teacher of students' English proficiency level	End of year
<b>ESL Assessments</b>	Assesses ELL students in a variety of English language objectives	Informs teacher of students' English level and assists in setting learning goals for the student.	Beginning and end of year
<b>Singapore Math Assessments</b>	Assess and track ongoing progress of math skills according to the curriculum.	Guides teaching strategies for daily learning at an individual/group level	Bi-weekly.
<b>OSAS English Language Arts, Math, and Science</b>	Assesses student achievement of state standards	Measures student progress toward career- and college-readiness	End of year

Indicator	Key Question and Findings
3	<p data-bbox="318 222 1443 258">To what extent are staff qualified to deliver the program and ensure student learning?</p> <ul data-bbox="318 268 1451 756" style="list-style-type: none"> <li data-bbox="318 268 1451 373">• All but one Hope Chinese teachers were appropriately licensed or on the charter school registry maintained by TSPC. Licensed staff were 75% of certified FTE in 2019-20.</li> <li data-bbox="318 384 1451 457">• English Language Arts instruction is delivered by teachers who are proficient in English and appropriately certified.</li> <li data-bbox="318 468 1451 541">• Classes taught in Chinese are conducted by bilingual Chinese/English teachers fluent in Chinese.</li> <li data-bbox="318 552 1451 625">• Teachers participate in a significant number of hours of professional development to improve instruction and the classroom and school environment.</li> <li data-bbox="318 636 1451 756">• In 2020, 92% of parents believe the school’s program is aligned with its mission and 91% of parent report feeling welcome and accepted at the school. 83% of parents report feeling well-informed about what is happening at HCCS, an increase of almost 20 percentage points from the prior year.</li> </ul>

*Charter requirements*

18.1 English Language Arts. All English Language Arts classes at the Charter School will be taught in English by a teacher proficient in the English language.

18.2 Classes Taught in Chinese. All classes at the Charter School taught in Chinese will be taught by a bilingual Chinese/English teacher fluent in Chinese.

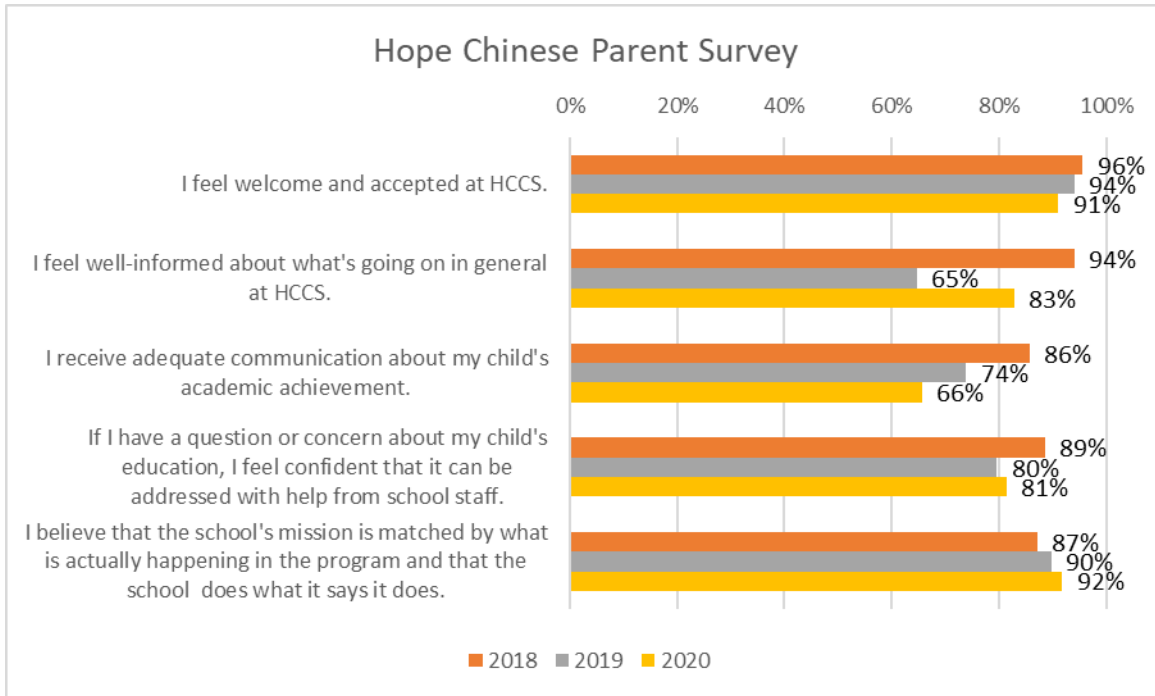
18.3 ELL Classes. All teachers providing programs specialized for ELL Students will be taught by a teacher with an English for Speakers of Other Languages ("ESOL") endorsement.

18.4 Licensure. Classroom instruction will only occur in the presence of a teacher with a valid Oregon license or charter school registry.

*Findings*

- English Language Arts instruction is delivered by teachers who are proficient in English and appropriately certified.
- Classes taught in Chinese are conducted by bilingual Chinese/English teachers fluent in Chinese.
- All but one Hope Chinese teachers were appropriately licensed or on the charter school registry maintained by TSPC. The teacher who was not licensed or registered held a valid out teacher certificate in another state and was registered with TSPC at the end of the school year. Licensed staff were 75% of certified FTE in 2019-20.
- ELL students were taught by a teacher with an English for Speakers of Other Languages ("ESOL") endorsement.
- In 2019-20, teachers participated in professional development on Chinese immersion and Chinese language instructional practices, Daily 5/CAFE, and implicit bias. Teachers also participated in professional development on supporting students with dyslexia, CHAMPS classroom management, and positive behavior interventions and supports (PBIS).

- A web-based survey of parents was conducted by the school in June, garnering 134 responses. 92% of parents believe the school’s program is aligned with its mission and 91% of parent report feeling welcome and accepted at the school. 83% of parents report feeling well-informed about what is happening at HCCS, an increase of almost 20 percentage points from the prior year.



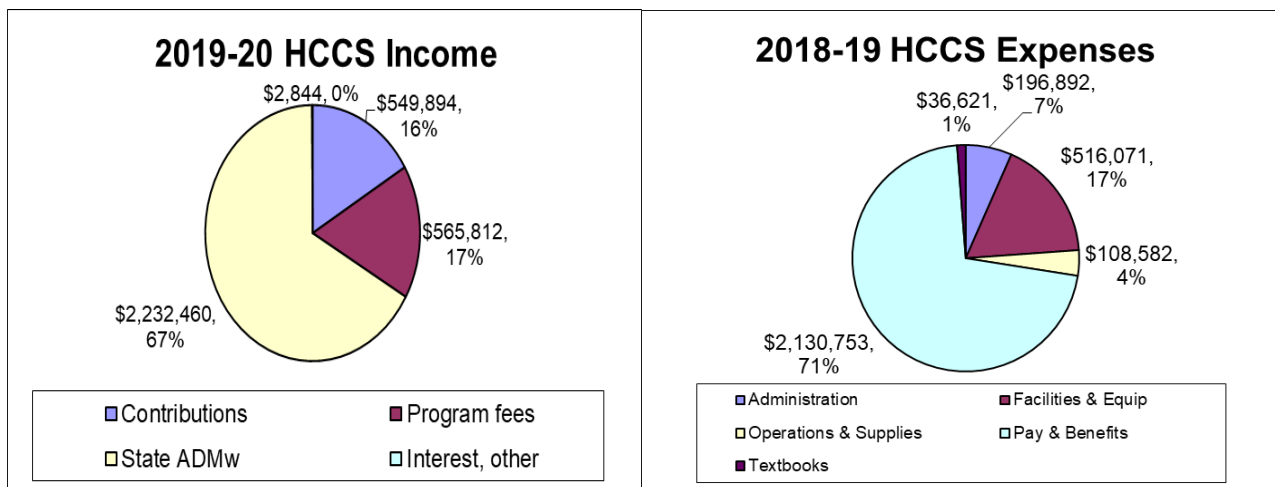
Indicator	Key Question and Findings
4	<p>To what extent is the school on sound financial footing?</p> <ul style="list-style-type: none"> <li>The 2020-21 budget has been provided to the District and the audit report for 2018-19 did not identify any issues.</li> <li>HCCS had a net loss of \$303,850 or 8.3% of total expenses for 2019-20.</li> <li>After the eighth year of operation, Hope Chinese's ending fund balance is \$632,469 or 17% of the expenditures budgeted for 2020-21.</li> <li>In 2019-20, 86% of HCCS students were from BSD, up two percentage point from the prior year. The return rate for students enrolled in grades K-7 at the end of the prior school year was 89%.</li> </ul>

**Charter Requirements**

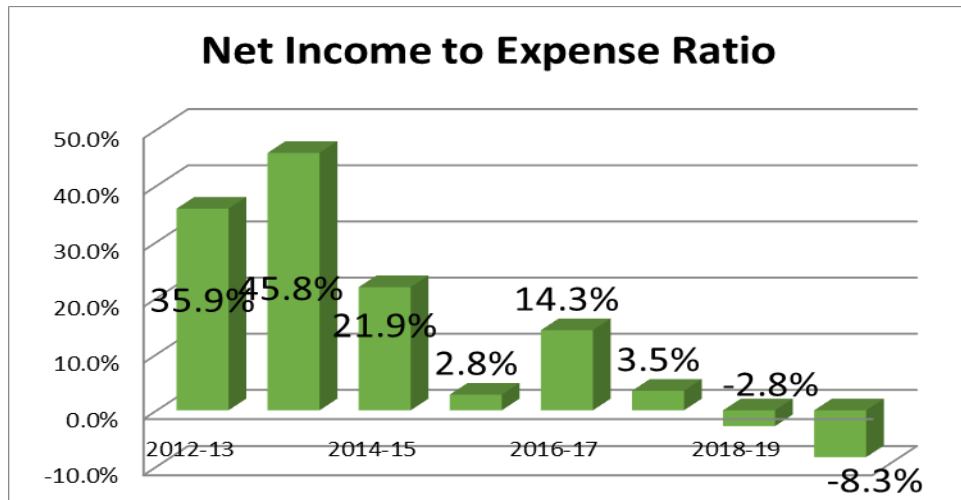
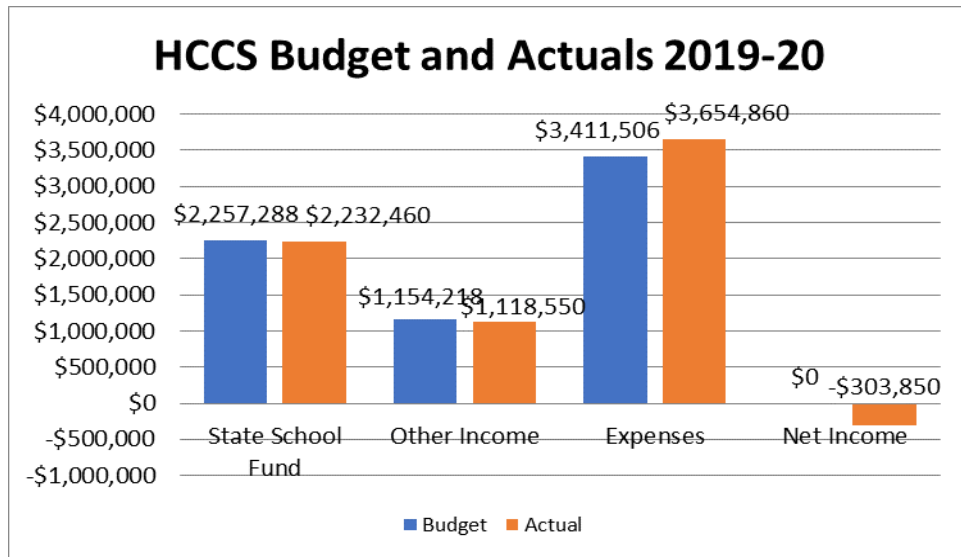
13.4 Annual Audit. HCCS will retain an auditor to conduct an audit of the accounts of the Charter School as required by ORS 338.095(2) and in accordance with the Municipal Audit Law. The audit shall be conducted in accordance with the governmental model and conducted by an auditor licensed to perform and experienced with municipal audits. Applicant will deliver a copy of the final audit to the District no later than December 1. 13.1 Annual Budget. On or before April 15 of each year, Applicant will submit to the District the Charter School's proposed budget for the next fiscal year.

**Findings**

- The annual audit of the seventh year of operation was received on December 19, 2019. The audit did not find any evidence of non-compliance with state standards and no separate management letter was issued.
- The 2020-21 budget was provided to the District on June 5<sup>th</sup>.
- A statement summarizing the costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues shows that Hope Chinese ended the eighth year of operation with net loss of \$303,850 on total revenues of \$3,351,010 and \$3,654,860 total expenses. State School fund accounts for 67% of the school's income, up from 62% the prior year. Income and expenses are summarized in the charts below:



- Compared to the 2019-20 budget, income was slightly lower than anticipated and expenses were 7% higher. As a result, HCCS had a net loss of \$303,850 or 8.3% of total expenses for the year.



- After the eighth year of operation, Hope Chinese’s ending fund balance is \$632,469 or 17% of the expenditures budgeted for 2020-21.
- In 2019-20, 86% of HCCS students were from BSD, up two percentage point from the prior year. The return rate for students enrolled in grades K-7 at the end of the prior school year was 89%.

2020-21 Return Rate	Total
Active students at end of 2019-20, Grades K-7	298
Returned to Hope Chinese	265
Out of district/private school/home school	12
In BSD School	21
Return rate	89%