



# Corvallis

SCHOOL DISTRICT

## NOTICE

**NOTICE IS HEREBY GIVEN** of a meeting of the Corvallis School District Board of Directors.

<b>Date &amp; Time</b>	<b>Meeting Type</b>	<b>Location</b>	<b>Agenda</b>
Thursday, March 17, 2022 6:30 PM	Special	District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333	See attached.

**Accessibility:** *To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us) at least 48 hours before the meeting.*

**If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZl9kySBjVQ?> A recording of the meeting will also be posted to that channel.**

**POSTED:** Corvallis School District Administration Building  
Hans Boyle, Education Editor, Gazette Times (Via Email)

**For more information, please contact Kim Nelson at 541-757-5841 or at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us)**



# Corvallis

SCHOOL DISTRICT

Thursday, March 17, 2022  
6:30 PM

**AGENDA**  
Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

Meeting Details: Thursday, March 17, 2022, 6:30 PM in the District Office Board Room,  
1555 SW 35th Street, Corvallis, OR 97333.

*If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.*

- I. CALL TO ORDER AND ROLL CALL (6:30 p.m.)\*
- II. EXECUTIVE SESSION (5:15-6:15 p.m.)\* Note: this is not part of the public meeting. The Board will meet in Executive (closed) Session under ORS 192.660(2)(d) to consult with persons designated for labor negotiations.
- III. PLEDGE OF ALLEGIANCE
- IV. RESOLUTION NO. 22-0301 — BOARD ENDORSEMENT OF LOCAL OPTION LEVY MEASURE 2-136 (6:35 p.m.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Luhui Whitebear, Board Position #4  
Meeting Date: Mar 3, 2022

### **Resolution Number: 22-0301** **Board Endorsement of Measure 2-136** **Local Option Levy Renewal**

### **ACTION REQUESTED**

#### Background

The Corvallis School Board voted to adopt Resolution No. 22-0203 to call a measure election on May 17, 2022, in order to authorize the renewal of the current five-year local option levy. This local option levy continues to support essential staff and programs in the district. The proposed resolution calls for a formal endorsement from the Corvallis School Board as a whole in support of the local option levy renewal.

#### Involvement

Co-Vice Chair Luhui Whitebear (Sponsor)

#### Cost Impact

None

### **ACTION REQUESTED**

Adopt this resolution.

### **MOTION REQUESTED**

“I move to adopt Resolution No. 22-0301 – Endorse the renewal of Local Option Levy Measure 2-136.”

Corvallis School District 509J

**BOARD ENDORSEMENT OF MEASURE 2-136 LOCAL OPTION LEVY RENEWAL**

Resolution Number 22-0301

WHEREAS, in November 2016, voters in the Corvallis School District 509J, Benton and Linn Counties, Oregon approved a five-year local option level renewal at a rate of \$1.50 per \$1,000 of assessed value to fund school operations; and

WHEREAS, the district has determined that there is a need to renew this funding for school operations; and

WHEREAS, the majority of funds raised through the local option levy will be used to ensure an equivalent of 90.0 FTE hours are maintained in the district; and

WHEREAS, the FTE hours are necessary to ensure classroom sizes are sustained and programs such as: elementary level music, PE, and art; vocational and technical education; counseling; instructional coaches; and school athletics and activities are continued; and

WHEREAS, Corvallis School District is committed to ensuring the success of students; and

WHEREAS, the Corvallis School District collected public input in January 2022 from community members, parents/guardians, and district staff on funding priorities to be used in consideration of allocation of funds raised through the levy; and

Therefore, let it be resolved by the Board of Education of the Corvallis School District a formal endorsement by the Board as a whole be made in support of the 2022 local option levy renewal measure 2-136.

Adopted by the Board of Directors of School District No. 509J (Corvallis) of Benton and Linn Counties, Oregon, at its regular meeting this 17<sup>th</sup> day of March, 2022.

**Signed:**

**Attested:**

\_\_\_\_\_  
Sarah Finger McDonald, Board Chair

\_\_\_\_\_  
Ryan Noss, Superintendent

# BC400 STATEMENT OF ENDORSEMENT FOR BENTON COUNTY VOTERS' PAMPHLET

Benton County Elections, 4500 SW Research Way, Corvallis, OR 97333

Primary Election 05/17/2022  General Election \_\_\_\_\_  Special Election \_\_\_\_\_  
MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY

<input type="checkbox"/> Candidate's Statement	<b>Name of candidate:</b>	
<input checked="" type="checkbox"/> Measure Argument	<b>Measure number:</b> 2-136	<b>Name of person(s) who furnished argument:</b> Sarah Finger McDonald, Board Chair

**In the endorsement box below, type or print legibly:**

- Name of person as it should appear in the Voters' Pamphlet
- Title of person, if used. The person's title must be listed if it is to appear in the Voters' Pamphlet
- Name of the organization that you are authorized to represent. An organization's name should only be used if the organization is endorsing the candidate's statement or measure argument and if it is to appear in the voters' pamphlet.

<b>ENDORSEMENT BOX</b>
<b>Corvallis School District 509J Board of Directors</b>

I consent to the use of my name and/or title or the name of the organization I am authorized to represent exactly as it appears in the box above.

\_\_\_\_\_  
Signature of consenting individual or representative

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Printed name of consenting individual or representative

Warning! Submitting a false signature on this statement is a violation and subject to a civil penalty of up to \$1,000. Please note: Person or organization who is endorsing a candidate or measure argument should submit this completed form to the candidate or measure proponent, not to the Elections Office.

FOR OFFICE USE ONLY
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# BC400 STATEMENT OF ENDORSEMENT FOR BENTON COUNTY VOTERS' PAMPHLET INSTRUCTIONS

Any time you use any of the following in your candidate's statement or measure argument in Benton County Voters' Pamphlet, you must have a completed and signed BC400 Statement of Endorsement:

**1. A person's name.** Include the person's title, if the title is to appear in the candidate's statement or measure argument.

**2. The name of person on behalf of an organization.** Include the person's title, if the title is used.

**3. The name of an organization.** The organization's name should only be used if the organization is **endorsing** and **it is to appear** in the candidate's statement or measure argument.

**Example 1:** Candidate's statement language:

"The Philomath City Council unanimously endorses this candidate for Mayor."

'Endorsement Box' should contain the following: **City of Philomath City Council**. In addition, **all** Councilors on this Council must **each complete and sign** a separate 'Statement of Endorsement for Benton County Voters' Pamphlet.

**Example 2:** Measure argument language:

"The following sheriff supports Measure 2-##: Bill Brown, Benton County."

'Endorsement Box' should contain the following: **Bill Brown, Benton County Sheriff**.

**4. Quotes from previously published sources.** If the quote has been disseminated to the public before, identify it by giving the name of the publication and the date it was published. No endorsement form is needed.

Quotes from websites can be used. Include the date and website address as part of the statement. It is recommended that a printed copy from the website be maintained for your own records.

**Example 1:** Identifying the source of a quote:

Author Name, *Newspaper Name*, Date of publication (James Brown, *The Oregonian*, 1/22/2021)

Author Name, *Magazine Name*, Date of publication (Rob Ross, *Time Magazine*, 07/22/2018)

Author Name, *Book Title*, Date of publication (John F. Kennedy, *Profiles in Courage*, 1960)

**Example 2:** Quotes from websites

From City of Corvallis website [www.corvallisoregon.gov](http://www.corvallisoregon.gov) 12/26/2020

Completed and signed BC400 must be **submitted at the time** the voters' pamphlet candidate's statement or measure argument is filed.

Any name, title or name of organization listed on the candidate's statement or measure argument **without** a completed and signed BC400 **will be removed** (ORS251.405).

If the name, title or name of organization listed on the candidate's statement or measure argument **does not match** the contents listed in the endorsement box of BC400, it will be **edited to reflect the information provided in the endorsement box**.



# Corvallis

SCHOOL DISTRICT

V. BOND UPDATE (6:55 p.m.)\*



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: March 17, 2022

### **Bond Program Update**

**NO ACTION REQUIRED**

#### Background

Wenaha Group provides project management services for the Facilities Improvement Bond approved by voters in May 2018. Wenaha Group's project managers will prepare a monthly report to communicate status and progress on bond projects. The report will be included in a board packet each month, published on the district website, and shared with key communicators.

Direct questions regarding bond projects to [kim.patten@corvallis.k12.or.us](mailto:kim.patten@corvallis.k12.or.us)



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE MARCH 17, 2022



### GENERAL PROGRAM UPDATES

It is interesting, but no longer surprising, that world events continue to impact construction projects in Corvallis. Availability of materials is high on the list of challenges, with normal lead times almost meaningless in the current supply chain world. For example, electrical switchgear that usually takes 10-12 weeks to receive is now forecasted at 52 weeks for receipt. This causes teams to explore alternative manufacturers, which may not be the first choice; however, the impacts of delay can far outweigh the inconveniences of changing manufacturers. Electrical gear is just one example of many. This single issue, of supply chain disruption, is probably the biggest challenge in projects these days.

Supply chain schedule impacts continue to contribute to cost increases, as do any schedule adjustments. The updates to projected costs this month reflect both issues. Total projected costs of the bond program have forecasted to increase by approximately \$1.3 million. This change will decrease unallocated program reserves, but on a positive note, there are some new resources that have been recognized in the form of Energy Trust of Oregon incentives, Senate Bill 1149 public purpose funds to implement energy efficiency measures, and three Oregon Department of Education facility grants. The net effect of the projected cost increases and the increased revenue reduces unallocated program reserves by \$951,943.

With spring break coming next week, construction and management teams are preparing to take advantage of empty schools. Below are some highlights for the active projects:

- Fortis is mobilizing to Adams Elementary and will be doing abatement work over spring break. A power shutdown/switchover project and modular classroom deliveries will also be happening that week.
- Abatement work is complete and structural demolition is underway at the old Bessie Coleman Elementary building. The demolition process can be observed on the [Bessie Coleman Elementary School Live Feed](#), which is accessible from the district's [bond program website](#).
- The Harding Center/College Hill project is going out for bids to a list of pre-approved general contractors. Bids will be due in late April, with the goal of taking a contract to the board for approval in early May.
- The administration and library spaces are complete at Kathryn Jones Harrison Elementary and Letitia Carson Elementary, and the work on the additions is well underway.
- An installation of a solar array on the "pyramidal" roof area over the cafeteria at Linus Pauling Middle School will be starting soon. This project is part of the district's obligation to invest bond proceeds into renewable energy projects.



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
MARCH 17, 2022**



**Principal Eric Beasley seems to like his new office at  
Letitia Carson Elementary School  
*"I love the calming colors!" - Eric***



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE MARCH 17, 2022

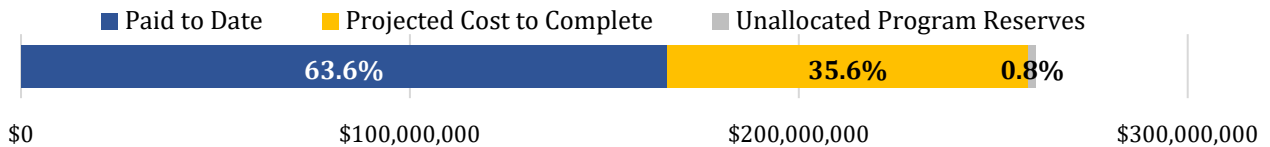


## FINANCIAL SUMMARY AS OF JANUARY 31, 2022

Voter Approved Bond Issuance	\$ 199,914,046
Bond Sale Premium	39,204,888
Bond Interest Earnings	11,092,194
OSCIM Grant <sup>1</sup>	6,234,147
Other Funding <sup>2</sup>	3,067,238
Projected Resources through End of Program <sup>3</sup>	1,527,283
<b>Total Program Resources</b>	<b>\$261,039,796</b>

Paid to Date	\$ 166,151,454
Projected Cost to Complete	92,907,622
<b>Total Projected Costs</b>	<b>\$ 259,059,076</b>
Unallocated Program Reserves	1,980,720
<b>Total Program Requirements</b>	<b>\$ 261,039,796</b>

- <sup>1</sup> **Oregon School Capital Improvement Matching (OSCIM) Grant.** Matching grant through this state program; restricted to Lincoln project.
- <sup>2</sup> **Other Funding.** Additional grants and reimbursements from several sources including energy conservation reimbursements, seismic rehabilitation grants, High School Success grant; community solar investments; and ODE Facility Grants; restricted to specific projects.
- <sup>3</sup> **Projected Resources through End of Program.** Interest earnings, energy conservation reimbursements, community solar investments, ODE Facility Grants; and E-rate reimbursements.



	Bond Allocation	Other Funding Sources <sup>1</sup>		Total Projected Costs <sup>2</sup>	Paid to Date	Projected Cost to Complete
		allocated	pending allocation			
Adams	\$ 11,594,457	\$ 981,337	\$ 6,473,397	\$ 19,049,191	\$ 2,949,817	15%
Garfield	20,431,066	4,884,677	471,768	25,787,512	25,294,734	98%
Bessie Coleman	38,462,382	(643,740)	477,350	38,295,991	31,914,619	83%
Kathryn Jones Ha	12,322,158	5,625,703	902,277	18,850,138	10,694,748	57%
Lincoln	32,068,849	6,373,833	1,382,712	39,825,394	38,870,518	98%
Mt View	8,904,029	8,468,569	-	17,372,598	725,758	4%
Leticia Carson	11,807,766	5,669,935	747,645	18,225,346	9,483,707	52%
Franklin	8,897,336	2,520,420	(142,264)	11,275,492	564,070	5%
Cheldelin	9,992,479	271,007	1,824,490	12,087,976	7,648,866	63%
Linus Pauling	400,000	-	53,103	453,103	359,464	79%
Corvallis	7,982,711	2,561,199	(115,188)	10,428,722	9,338,304	90%
Crescent Valley	16,226,898	5,138,901	(814,063)	20,551,736	19,000,638	92%
Harding	11,208,697	-	3,379,359	14,588,056	1,181,514	8%
Program Administration	9,615,219	-	2,652,602	12,267,821	8,124,695	66%
<b>TOTAL</b>	<b>\$199,914,046</b>	<b>\$ 41,851,842</b>	<b>\$ 17,293,187</b>	<b>\$259,059,076</b>	<b>\$ 166,151,454</b>	<b>64%</b>

<sup>1</sup> **Other Funding Sources.** Includes bond sale premium, bond interest earnings, OSCIM grant, High School Success grant, ODE Facilities Grants, and other funding such as energy conservation reimbursements from the SB 1149 program or Energy Trust of Oregon, and seismic rehabilitation grants.

<sup>2</sup> **Risk Associated with Projection.** Low - Complete/Nearing Completion Medium - Under Contract High - No Contract Yet



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**ADAMS ELEMENTARY SCHOOL**  
MAJOR ADDITION AND REMODEL

**Project Manager: Kieron Spellman**  
**Wenaha Group**

**Architect: DLR Group**

**CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Add five (5) permanent classrooms, create collaborative/small group learning areas, create dedicated PE space by adding multi-use cafeteria, renovate existing classroom space for student support services, improve ADA accessibility, install energy efficient lighting, replace covered play shelter, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, replace emergency communication systems, secure front entry, and office modifications.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Nov 2018	Oct 2019	100%	
Design & Permitting	Nov 2019	Dec 2021	97%	
Construction	April 2022	June 2023	0%	

**CURRENT ACTIVITIES**

- Building permit – CSD responded to the City’s 3rd set of plan review comments. Pending City response.
- PIPC permit – City is preparing to issue the permit. The team is completing all necessary paperwork to pick permit up.
- Fortis continuing with procurement, logistics and scheduling for abatement to start Spring Break.
- Electrical service replacement work and low voltage fiber work for the District Office and Food Warehouse – PP&L to complete their work associated with this power switch over Spring Break. Waiting on electrical equipment to arrive to schedule remaining work.
- Fortis working with city for modular permits. The modular classrooms will be situated within existing bus lane and will be moved from Bessie Coleman during Spring Break.
- Locker rooms will be emptied by Spring Break.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Continue with electrical service replacement project.





# **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022**



- Abatement work of corridors and lockers rooms will commence Spring Break, with demolition of locker room and covered play structure to follow.

**HIGHLIGHTS - N/A**

**CHALLENGES AND SOLUTIONS - N/A**

**PROJECT PHOTO GALLERY - N/A**



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**BESSIE COLEMAN ELEMENTARY SCHOOL  
REPLACEMENT SCHOOL**

**Project Manager: Kieron Spellman  
Wenaha Group  
Architect: DLR Group  
CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Construct new two-story 67,466 square foot elementary school and demolish existing school. Create new play areas and fields once demolition is complete.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Aug 2018	Dec 2018	100%	
Design & Permitting	Jan 2019	March 2020	99%	
Construction			75%	
Phase 1	Summer 2020	Fall 2020	100%	Staging & Sitework
Modular Classrooms to be relocated onsite and building pad construction.				
Phase 2	Fall 2020	Winter 2021	99%	New Construction
Construction to be conducted during the school year with secure fencing separation from school.				
Phase 3	Spring 2022	Summer 2022	8%	Demolition & Sitework

**CURRENT ACTIVITIES**

**BUILDING:**

- Building commissioning has commenced.
- Fortis working on punch list and remaining work after hours and during Spring Break.

**OLD BUILDING:**

- Abatement of the old school is complete and all air clearances received.
- Demolition commenced this week and will continue for the next 4-5 weeks.
- Modular classrooms will be removed from site and relocated to Adams Elementary over Spring Break.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Building commissioning is continuing.
- Complete all scopes of work (classroom acoustical panels, and coiling doors), which had supply chain delays, over Spring Break.
- Continue with demolition of old structure.



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022



## HIGHLIGHTS

- Demolition of the first section of the old building.
- Positive reaction of parents and community members to the new building during tours held March 7<sup>th</sup>.

## CHALLENGES AND SOLUTIONS

## PROJECT PHOTO GALLERY



*Demolition of Old Structure*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**CHELDELIN MIDDLE SCHOOL  
MAJOR RENOVATION**

**Project Manager: Patrick Linhart  
Wenaha Group  
Architect: Pivot Architecture  
Track Contractor: Field Turf USA  
CM/GC Contractor: Gerding Builders**

**PROJECT DESCRIPTION**

Renovation: Renovate classroom to create a STEAM lab, renovate library/media center, improve ADA accessibility to the front office and elsewhere in the school, renovate cafeteria, renovate restrooms, replace kitchen flooring, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, improve emergency lighting, improve seismic safety, replace wooden bleachers in the gym.

Resurface existing track: Scope also includes enlarging the high jump area to accommodate two jumping areas and improving drainage around the long jump area – complete.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Jan 2019	June 2019	100%	Complete
Design & Permitting	May 2019	March 2020	100%	Complete
Design & Permitting PH II	July 2020	Mar-design, Feb- May permit 2022	100%	Permit for Package B in hand
Ph I Construction	June 2020	Aug 2021	100%	Complete
Ph II Construction	June 2022	Dec 2022	0%	GMP approved

**CURRENT ACTIVITIES**

- Gerding Builders will perform some mechanical room abatement over Spring Break.
- Gerding Builders has contracted with the subcontractor team, is processing submittals and placing material orders.
- The new library circulation desk installation is finally complete and looks sharp!
- Pivot obtained our permit approval at the end of February (ahead of schedule).



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022



### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- The new solar array project has been approved and the contractor is working on their construction planning and material orders. The array will be installed in the northwest corner of the track this summer.

### HIGHLIGHTS - N/A

### CHALLENGES AND SOLUTIONS - N/A

### PROJECT PHOTO GALLERY



*New Circulation Desk Installation*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**COLLEGE HILL/HARDING CENTER**  
MAJOR ADDITION AND REMODEL

**Project Manager: Patrick Linhart**  
**Wenaha Group**  
**Architect: Pivot Architecture**  
**Contractor: Pending**

**PROJECT DESCRIPTION**

Adds multi-use cafeteria/reception, renovate two (2) classrooms to support science and construction, improve ADA accessibility, renovate locker rooms, replace cabinetry in classrooms, replace roof and gutter system, upgrade mechanical infrastructure including electrical, heating, boilers and plumbing systems, improve emergency lighting, improve seismic safety, install access control system, replace emergency communication systems, replace fire monitoring system and add an outdoor covered classroom space.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Nov 2018	Feb 2019	100%	
Design for permitting	Jan 2021	Nov 2021	100%	
Permit- Historical, Land Use & Bldg	July 2021	Jun 2022	65%	HPP & Land Use processes continue
Construction	June 2022	Sept 2023	0%	

**CURRENT ACTIVITIES**

- CSD, Wenaha and Pivot have landed on a reduced scope in order to keep the project in line with established budgets and still meet bond promises.
- We are scheduled for the College Hill land use hearing on March 16th. We expect approval which paves the way to submit our permit package to the building department.
- Pivot submitted PIPC plans for City review back in December. The City provided preliminary comments at the end of February and Pivot is already working on a response that can go in with the building department permit submittal.
- Wenaha and CSD submitted an RFQ to select a list of prequalified bidders for this project. This process was successful, and we have a list of 7 prequalified bidders for the project.
- Pivot is on schedule to provide our permit/bid set of plans for bidding in late March and into April.



# **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022**



## **ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- In April we expect to receive 3-4 hard bids for the College Hill scope of work and once received, we will select our contractor. We expect to immediately process a contract and begin the subcontractor confirmation process.

## **HIGHLIGHTS**

- Bidding March-April
- Construction from July 2022 – July 2023

## **CHALLENGES AND SOLUTIONS**

- It was identified that the multi-phased project on an occupied campus was contributing to higher costs. The team continues to actively plan for relocated programs and departments to other facilities for the construction duration.

## **PROJECT PHOTO GALLERY - N/A**



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**CORVALLIS HIGH SCHOOL  
MAJOR RENOVATION**

**Project Manager: Patrick Linhart  
Wenaha Group  
Architect: Pivot Architecture  
CM/GC Contractor: Gerding Builders**

**PROJECT DESCRIPTION**

Expand covered outdoor learning area for career technical education, renovate classroom spaces for career and technical education, improve softball facilities, including restroom and concessions, install ADA door openers, install covered walkway to applied technology buildings, replace artificial turf field, replace hallway carpet, replace roof on main building & replace greenhouse roof panels, resurface track, enhance video surveillance system, increase restroom connections to emergency generator, toilets & faucets, replace field lighting at Taylor Field.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Nov 2018	June 2020	100%	
Design & Permitting	June 2020	April 2021	100%	
Construction	Spring 2019	April 2021	100%	
Major Construction	April 2021	Mar 2023	99%	

**CURRENT ACTIVITIES**

- Gerding Builders continues to struggle with obtaining foundation compaction around the identified utilities in order to install the dust collector screen wall. Recent heavy rains coupled with existing pea gravel backfill have caused some delays. The foundation redesign for more shallow footings has completed the lengthy review process and this work is now scheduled to complete over Spring Break.
- We have also encountered some hold ups on our AT south eye brow canopies. Gerding and the design team have worked through some rain drain changes and repairs that have extended this work schedule. This work is also now scheduled to complete over Spring Break.
- Convergent reports the final 2 cameras originally scheduled for the project were delivered. Convergent expects them to be installed and operational by Friday March 11. Convergent was also working on some added lock down/ lock out access controls work also scheduled for completion by Friday March 11.



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022



- Commissioning work related to the HVAC systems has wrapped up and CHS has control over the systems.
- Overhead Door Company has our new garage doors and is schedule to install them complete over Spring Break.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER – N/A**

**HIGHLIGHTS – N/A**

**CHALLENGES AND SOLUTIONS – N/A**

**PROJECT PHOTO GALLERY -**



*AT South Eyebrow Canopy*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Covered Walkways*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**CRESCENT VALLEY HIGH SCHOOL  
MAJOR RENOVATION**

**Project Manager: Patrick Linhart  
Wenaha Group  
Architect: Pivot Architecture  
CM/GC Contractor: Gerding Builders**

**PROJECT DESCRIPTION**

Expand covered outdoor learning area for career technical education, renovate and expand classroom spaces for career and technical education, install a new artificial turf field, improve ADA accessibility, install elevator in gym building and replace main ramp for ADA access, refurbish, repair, and weatherize building exterior, Replace fire suppression system in kitchen, resurface bus drop-off/pick-up lane, resurface track, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, enhance video surveillance system, improve seismic safety, increase power connections to generator circuit, replace access control system, and replace emergency communication systems.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Oct 2018	Dec 2018	100%	
Design & Permitting	Jan 2019	Mar 2020	100%	
Design & Permit Bldg A seismic	July 2020	Feb 2021	100%	
Construction Bldg F & elevator	June 2020	Dec 2021	99%	Commissioning & added scope
Construction Bldg A seismic	June 2022	Aug 2022	70%	2 brace frames- Bldg A seismic work remain

**CURRENT ACTIVITIES**

CVHS Renovation-Building F:

- Overhead Door of Eugene has our doors and is scheduled to install them over Spring Break. Once installed, we can complete some related HVAC sensors and controls work that sense whether the doors are open or not.
- We have received the 2 outstanding 3-way cameras and we expect that installation to be 100% by March 15.
- The reduced pressure backflow device for our outdoor glycol system is 100% installed and complete.





## **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022**



- Our commissioning efforts are almost complete, pending final delivery items.
- We expect to have our new laser engraver exhaust fan and VFD and controls installed 100% by the end of Spring Break.
- The final parts for the revised pug mill room venting are scheduled for delivery late March. Once the fan is in hand, it will be immediately installed to complete that system with controls adjustments.
- Work to incorporate the two very large metal mills into the metals space made some great progress this past month. We have the mini mill installed and is ready for CVHS's owner training direct with Selway Tool and Machinery. The larger VF-2 donated mill is in place and we are schedule for reassembly over Spring Break.
- Work associated with the new emergency stop and total shop shut down buttons for the metal shop has extended due to continued material delivery delays. We now have the electrical contractors needed for these two spaces. The wood shop and the metal shop are scheduled to complete by the end of Spring Break.
- The welding booths are fully operational, safe and being used currently. Work associated with the new emergency stop for this specific area will be pushed out again until the parts can be delivered. We are tracking for late March when parts are tentatively scheduled to arrive.

### **ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Building A seismic work will resume in June and will be 100% by the end of August 2022. This work includes repair/replace of the damaged asphalt and landscape repair work between buildings A & B and the removal and reseeding of the gravel lay down area near building B.

### **HIGHLIGHTS**

- The mini-mill is installed 100% and available for CHVS manufacturer training and then immediate use.

### **CHALLENGES AND SOLUTIONS**

- The donated VF-2 mill was too large to fit into the metal shop as donated. Additional efforts were made to dis-assemble, move the equipment into the building, and re-assemble in order to benefit from the donation. We are very close to having this unit back to 100% and then CVHS will need to have some training on how to use this particular unit.



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**PROJECT PHOTO GALLERY**



*Mini Mill Installed*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Completed Welding Booth*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**FRANKLIN K-8**  
MAJOR REMODEL

**Project Manager: Patrick Linhart**  
**Wenaha Group**  
**Architect: DLR Group**  
**CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Create collaborative/small group learning areas, renovate 2 classrooms to support middle school science instruction, improve ADA accessibility, install energy efficient lighting, renovate restrooms, replace exterior windows, flagpole, kitchen flooring, and roof, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating and plumbing systems, improve emergency and exterior lighting, improve seismic safety, repair sidewalks, replace emergency communication systems, secure front entry, and office modifications.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Jan 2019	Dec 2020	100%	
Design & Permitting	Jan 2021	Mar 2021	100%	Permit in hand
Construction	Mar 2022	Dec 2022	0%	Floor abatement over spring break

**CURRENT ACTIVITIES**

- CSD has removed the hallway lockers and will be refinishing them for reinstallation at the end of summer 2022.
- DLR has successfully responded to all the City’s comments, and we have procured our Franklin building permit. This is great news and this paves the way for our spring break flooring abatement without a separate demolition permit.
- Fortis is mobilizing a trailer and construction yard in the SW corner of the site.
- Franklin staff continues to pack up items in the library and old locker rooms in anticipation of construction proceeding in those spaces after Spring Break.
- Fortis is actively processing submittals and RFI’s as the preplanning efforts and material ordering proceed ahead of construction efforts.
- The Franklin team is currently meeting regularly as we continue to actively manage material order lead times.
- The team secured and placed a storage pod for temporary storage of janitorial supply as we finish this current school year.



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022



## ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Fortis will be setting up an office trailer in the north parking lot for some of the front office staff to use starting in early August. Wenaha and Fortis continue to have discussions on the logistics, including trailer needs and safe student routing and access.

## HIGHLIGHTS

- Permit is now in hand

## CHALLENGES AND SOLUTIONS - N/A

## PROJECT PHOTO GALLERY



*Franklin hallway before locker removal and flooring removal*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Franklin hallway after locker removal*



*Franklin Library Packing Progress!!*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Clearing out Locker Rooms to make way for new Science Room*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**GARFIELD ELEMENTARY SCHOOL**  
MAJOR ADDITION AND REMODEL

**Project Manager: Patrick Linhart**  
**Wenaha Group**  
**Architect: DLR Group**  
**CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Addition of six (6) classrooms, create collaborative and small group learning areas, expand the library/media center, renovation of existing classroom spaces, add covered play shelter, improve ADA accessibility, renovate restrooms, repair concrete floor foundation, replace the kitchen flooring, upgrade finishes in shared spaces with floors, paint, and ceiling, secure front entry, office modifications, improve site circulation and parking, repair/replace sidewalk, seismic upgrades, fuel tank decommissioning and upgrades to mechanical, electrical, and plumbing.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Oct 2018	Jan 2019	100%	
Design & Permitting	Jan 2019	July 2020	100%	
Construction	May 2020	Aug 2021	100%	

**CURRENT ACTIVITIES**

- Fortis is firmly scheduled to excavate, place the concrete footing and stem wall and backfill for the monument sign over Spring Break. The masonry will continue into the week after spring break. Once masonry is complete, Fortis will set the sign during off-hours with a boom truck.
- Fortis, Valcom and Securecom are meeting on site on 3/10 in an effort to even further reduce any intercom echoing.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER – N/A**

**HIGHLIGHTS – N/A**

**CHALLENGES AND SOLUTIONS – N/A**



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**PROJECT PHOTO GALLERY**



*New outdoor classroom overhead door installed*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**KATHRYN JONES HARRISON ELEMENTARY** Project Manager: **Kieron Spellman**  
 MAJOR ADDITION AND REMODEL **Wenaha Group**  
 Architect: **DLR Group**  
 CM/GC Contractor: **Fortis Construction**

**PROJECT DESCRIPTION**

Add four (4) permanent classrooms, create collaborative/small group learning areas, create dedicated PE space by adding multi-use cafeteria, renovate existing classroom space for student support services, add ADA accessible restrooms in Life Skills classrooms, improve ADA accessibility, install energy efficient lighting, replace covered play shelter, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, improve emergency lighting, improve site circulation and parking, replace emergency communication systems, replace sidewalk, secure front entry, and office modifications.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Nov 2018	Oct 2019	100%	
Design & Permitting	Nov 2019	May 2021	100%	
Construction	April 2021	June 2022	50%	

**CURRENT ACTIVITIES**

- Administration area was turned over for furniture and moving of school equipment March 7<sup>th</sup>. Admin staff will be working out of the new admin suite Monday March 14<sup>th</sup>.
- Secure vestibule has been completed including all access control being fully functional.
- New classroom addition: vapor barrier and rebar being installed at slab on grade for concrete pour scheduled next week. Framing to commence shortly after pour,
- Cafeteria addition: forming and rebar for stem walls have commenced in preparation for a concrete pour next week. Underground utilities and Slab on grade will follow.
- Music room remodel is near completion with turn over scheduled in a month.
- Fortis in process of completing tile work in restrooms for turnover as soon as possible.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Continue with Phase 2 construction for completion Summer 2022.
- Framing at the new addition will commence during the next month.
- Continue with music room build out.

**HIGHLIGHTS - N/A**





## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022



### CHALLENGES AND SOLUTIONS

- Ensuring that conditions are safe for students, with the continuing renovation and addition project.

### PROJECT PHOTO GALLERY



*Slab Prep at Classroom Addition*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Front Entrance Desk*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Health Room*



*Staff Room*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Staff Workroom*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**LETITIA CARSON ELEMENTARY SCHOOL**  
MAJOR ADDITION AND REMODEL

**Project Manager: Kieron Spellman**  
**Wenaha Group**

**Architect: DLR Group**

**CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Add three (3) permanent classrooms, create collaborative/small group learning areas, create dedicated PE space by adding multi-use cafeteria, renovate existing classroom space for student support services, improve ADA accessibility, install energy efficient lighting, replace covered play shelter, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, enhance emergency communication systems, improve emergency lighting secure front entry, and office modifications.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Nov 2018	Oct 2019	100%	
Design & Permitting	Nov 2019	May 2021	100%	Permits received
Construction	April 2021	June 2022	50%	

**CURRENT ACTIVITIES**

- First Phase scopes: Continuing to remodel music room and will commence work in the gym over Spring Break.
- Administration area was turned over for furniture and moving of school equipment March 7<sup>th</sup>. Admin staff will be working out of the new admin suite Monday March 14<sup>th</sup>.
- Secure vestibule has been completed including all access control being fully functional.
- Footings and plumbing underground are well underway for the new addition.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- The LDO for parking lot and CDP for water detention system changes have been submitted to the City. Waiting for response.
- Slab on grade and framing at the new addition will commence during the next month.
- Continue with music room build out.

**HIGHLIGHTS - N/A**

**CHALLENGES AND SOLUTIONS**





# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE March 17, 2022



- Continuing to maintain safe conditions for students while completing the construction work.

## PROJECT PHOTO GALLERY



*Footings for new classroom addition*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Front Administration*



*Staff Room*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



*Staff Work Room*



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**LINCOLN ELEMENTARY SCHOOL  
REPLACEMENT SCHOOL**

**Project Manager: Kieron Spellman  
Wenaha Group  
Architect: DLR Group  
CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Construct new two-story 68,560 square foot elementary school and demolish existing school. Create new play areas and fields once demolition is complete.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Aug 2018	Dec 2018	100%	
Design & Permitting	Jan 2019	March 2020	100%	
Construction			99%	
Phase 1	Summer 2020	Summer 2020	100%	Staging/Sitework
Health Clinic to be relocated onsite. Temporary playground enhancement is being planned.				
Phase 2	Summer 2020	Summer 2021	99%	New Construction
Construction to be conducted during the school year with secure fencing separation from school.				
Phase 3	Summer 2021	Fall 2021	99%	Demolition/Sitework

**CURRENT ACTIVITIES**

**Building:**

- Finalizing the commissioning of all systems.
- Need to complete solar/battery tie-in over spring break.

**Site Work:**

- Monument sign needs to be completed.

**Lincoln Health Center:**

- Working to close out contract with Benton County.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Seeding of the ball field in spring when growing season commences.
- Painting of play structure and asphalt markings when temperatures allow.
- Complete all paperwork for Final Certificate of Occupancy.

**HIGHLIGHTS – N/A**

**CHALLENGES AND SOLUTIONS – N/A**

**PROJECT PHOTO GALLERY – N/A**





**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**LINUS PAULING MIDDLE SCHOOL**

RESURFACE TRACK

**Project Manager: Wenaha Group**

**Architect: N.A.**

**Contractor: Field Turf USA**

**PROJECT DESCRIPTION**

Resurface existing track. Additional scope includes enlarging the high jump area to accommodate two jumping areas, improving drainage around the long jump area, removing the pole vault pad and adding track surface to the javelin runway.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	N.A	N.A.	N.A.	
Design & Permitting	Jan 2019	March 2019	100%	
Construction	June 2019	Aug 2019	100%	

**CURRENT ACTIVITIES**

- A contract for a solar array for Linus Pauling Middle School was approved, and will be installed on the pyramidal sheet metal roof above the cafeteria.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- N/A

**HIGHLIGHTS**

- N/A

**CHALLENGES AND SOLUTIONS**

- N/A

**PROJECT PHOTO GALLERY**

- N/A



**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
March 17, 2022**



**MOUNTAIN VIEW ELEMENTARY SCHOOL**  
MAJOR ADDITION AND REMODEL

**Project Manager: Kieron Spellman**  
**Wenaha Group**

**Architect: DLR Group**

**CM/GC Contractor: Fortis Construction**

**PROJECT DESCRIPTION**

Add three (3) permanent classrooms, convert existing office to classroom space, create collaborative/small group learning areas, improve ADA accessibility, install energy efficient lighting, replace kitchen flooring, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, enhance emergency communication systems, improve emergency lighting, improve seismic safety, improve site circulation and parking.

**SCHEDULE**

Key Milestones	Start	Completion	% Complete	Comments
Pre-Design	Dec 2018	Dec 2020	100%	
Design & Permitting	Jan 2021	Dec 2021	95%	
Construction	Apr 2022	June 2023	0%	

**CURRENT ACTIVITIES**

- Waiting for response from County on building permit. Mechanical and plumbing permits have been approved.
- Wenaha Group working to get all septic fields outlined to obtain permits.
- Fortis continues to work on procurement, logistics, schedule, and phasing for the project for an early summer start.
- Move coordination meetings with staff to continue.

**ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- DLR to continue working with County to obtain building permit.
- Start packing up and moving of contents ready for construction starting this summer.

**PROJECT PHOTO GALLERY - N/A**



# Corvallis

SCHOOL DISTRICT

VI. SCHOOL CALENDARS - 2023-24, 2024-25 (7:25 p.m.)\*



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Nikki McFarland, Teaching and Learning Coordinator

Meeting Date: March 17, 2022

### 2023-24 and 2024-25 School Calendars

### NO ACTION REQUIRED

#### Background

School Board Policy IC/ICA—School Year/School Calendar directs the Superintendent to establish a school calendar giving due consideration to input from staff, parents, and the community. Providing calendars for upcoming school years allows parents, staff and the community to plan ahead with key calendar dates.

The proposed calendars for 2023-24 and 2024-25 aim to:

- Prioritize 5 day school weeks
- Improve academic achievement
- Support meaningful staff learning
- Comply with contractual requirements
- Provide consistency and predictability for families
- Include regular opportunities for feedback and school to family connection
- Meet instructional hours as required by the Oregon Department of Education

A survey was sent to staff and parents requesting feedback about the timing of conferences and staff professional learning. The survey also offered the opportunity for families and staff to share any additional information and ideas about the calendar. We received feedback from 108 staff members and 624 families.

In the survey families and staff members shared that they would like to see

- An alignment of the calendar k-12
- Conferences scheduled at the quarter
- Fewer disruptions within a single month
- Non-school days spread over the course of the academic year
- Regularly scheduled non-school days instead of 2-hour early release days

Included below are key dates for the 2023-24 and 2024-25 calendars. These calendars

- Align k-12 school/non-school days
- Include 174 school days k-12
- Provide quarterly opportunities for feedback
- Create an opportunity for whole school data review mid-year
- Support professional learning for implementation of SB13(Tribal History/ Shared History)

The district will work with our Associations to ensure calendars meet contractual requirements before final versions are presented to the Board for adoption at its April 14, 2022 meeting.

**Key Dates 23-24 School Year**

	<b>K-12</b>
<b>First Day of School</b>	Tuesday September 5, 2023
<b>Holidays and Breaks</b>	Veterans Day 11/10 Thanksgiving break 11/22-11/24 Winter break 12/22 -1/5 MLK Day 1/15 President's Day 2/19 Spring break 3/25-3/29 Memorial Day 5/27
<b>Non-School days</b>	10/9 11/1-3 2/1-2 2/20 4/15-16
<b>Last Day of School</b>	Tuesday June 18, 2024
<b>Possible weather make-up days:</b> 12/22, 2/19, 6/20-21	

**Key Dates 24-25 School Year**

	<b>K-12</b>
<b>First Day of School</b>	Tuesday September 3, 2024
<b>Holidays and Breaks</b>	Veterans Day 11/11 Thanksgiving break 11/27-11/29 Winter break 12/20-1/3 MLK Day 1/20 President's Day 2/17 Spring break 3/24-3/28 Memorial Day 5/26
<b>Non-School days</b>	10/14 10/30-1 1/30-31 2/18 4/14-15
<b>Last Day of School</b>	Tuesday June 17, 2025
<b>Possible weather make-up days:</b> 12/20, 2/17, 6/18, 6/20	



# Corvallis

SCHOOL DISTRICT

VII. RESOLUTION NO. 22-0302 — ACKNOWLEDGEMENT OF ARAB  
AMERICAN HISTORY MONTH (7:45 p.m.)\*



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Luhui Whitebear, Board Position #4  
Meeting Date: March 17, 2022

### **Resolution Number: 22-0302**

### **Acknowledgement of**

### **Arab American Heritage Month**

### **ACTION REQUESTED**

#### Background

In the 1990s, Arab American Heritage Month began to be celebrated in April at local levels, primarily through school districts, with several states soon following. In 2021, Oregon first declared April as Arab American Heritage Month and ensured it would remain permanently. The proposed resolution is to help create a platform to educate students about Arab Americans and their contributions to the community and beyond, both past and present.

#### Involvement

Co-Vice Chair Luhui Whitebear (Sponsor), Director Tina Baker, Co-Vice Chair Shauna Tominey

#### Cost Impact

Minimal existing staff time

#### ACTION REQUESTED

Adopt this resolution.

#### MOTION REQUESTED

“I move to adopt Resolution Number 22-0302 – Acknowledgement of Arab American Heritage Month as submitted.”

Corvallis School District 509J

**ACKNOWLEDGEMENT OF ARAB AMERICAN HERITAGE MONTH**

**Resolution Number 22-0302**

WHEREAS, the Corvallis School District recognizes and pays tribute to the significant contributions made in our community by Arab Americans, which includes people with ancestry from North Africa to the Arabian Gulf; and

WHEREAS the Corvallis School District affirms that students, families, staff, and community members should be valued for all aspects of their identities; and

WHEREAS, Arab American Heritage Month grew out of local efforts in several school districts throughout the nation in the 1900s; and

WHEREAS, Arab American Heritage Month has been proclaimed by several states since; and

WHEREAS, Arab Americans are largely left out of academic discourse; and

WHEREAS, Arab Americans have historically been and continue to be targeted by anti-Arab violence and actions of hate; and

WHEREAS, the U.S. Department of State designated April as Arab American Heritage Month in 2021; and

WHEREAS, Oregon proclaimed April as Arab American Heritage Month permanently in 2021; and

WHEREAS, Arab American Heritage Month has yet to be proclaimed at the national level; and

WHEREAS, Arab Americans have contributed to the history and collective future of Corvallis and Benton County, OR; and

WHEREAS, Arab American History Month provides an opportunity to continue the District's growth in learning about the many contributions of Arab Americans to the nation, world, and local community; and

WHEREAS, education is a necessary component for creating a more equitable and anti-racist community, nation, and world; and

WHEREAS, The Corvallis School District has made a commitment to equity and anti-racism;  
and

WHEREAS, The Corvallis School District has a responsibility to honor and respect the diverse histories of our community; and

WHEREAS, the Corvallis School District believes each and every student must be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

Therefore, let it be resolved by the Board of Education of the Corvallis School District:

does hereby proclaim **April 2022** as well as each April annually, as **Arab American Heritage Month** in the District and strongly encourage students, families, staff, and community members to join in existing local celebrations;

and encourage all schools in the district to help highlight this month in grade appropriate ways as well as highlight the contributions of all Arab American peoples to the local community, nation, and beyond both historically and in current times.

Adopted by the Board of Directors of School District No. 509J (Corvallis) of Benton and Linn Counties, Oregon, at its regular meeting this 17th day of March, 2022.

**Signed:**

**Attested:**

\_\_\_\_\_  
Sarah Finger McDonald, Board Chair

\_\_\_\_\_  
Ryan Noss, Superintendent



# Corvallis

SCHOOL DISTRICT

VIII. CONSOLIDATED ACTION (8:00 p.m.)\*

VIII.A. Approve Contract for Audit Services



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Olivia Meyers Buch, Finance and Operations Director  
Meeting Date: March 17, 2022

### **Award Contract for Audit Services**

### **ACTION REQUESTED**

#### Background

The district recently participated in a joint public agency solicitation for audit services. The Request for Proposals (RFP) was issued on January 24, 2022 and invited qualified independent certified public accounting firms to submit proposals for audit services as outlined in the RFP. The scope of services requested included all aspects of performing an annual financial audit of the district's financial statements following generally accepted auditing standards, Governmental Accounting Standards Board (GASB), and the standards applicable to financial audits contained in Government Auditing Standards for purposes of rendering an opinion as to whether the financial statements are free of material misstatement.

The RFP was advertised in the *Albany Democrat-Herald*, the *Corvallis Gazette-Times*, the *Newport News Times*, *The Register-Guard*, and the LBL ESD website. Proposals were due February 24, 2022. The district received one proposal. The sole responsive proposer was Pauly, Rogers and Co., P.C. The proposal was reviewed and evaluated by a selection committee comprised of district staff (Olivia Meyers Buch, Director of Finance and Operations; Lauren Wolfe, Business Services Manager; Steven Prosocki, Financial Analyst; and Jennifer Schroeder, Assistant to the Director of Finance and Operations). The opinion of the selection committee was to recommend the selection of Pauly, Rogers and Co., P.C. to the board for consideration of award.

A notice of intent to award the contract to Pauly, Rogers and Co., P.C. was issued on March 1, 2022. Once a contract award is approved by the board, the district will immediately begin contract negotiations. The not-to-exceed fees included in the proposal recommended for award total \$42,225 in the first year with an inflationary increase in years two and three, with a maximum total cost of \$137,079 over three years.

#### ACTION REQUESTED:

Accept the selection committee's recommendation and award the contract for audit services to Pauly, Rogers and Co., P.C.

ATTACHED:

1. RFP for Audit Services (Joint Public Agency Solicitation) issued by Linn Benton Lincoln ESD.
2. Auditing services proposal for Corvallis School District submitted by Pauly, Rogers and Co., P.C.

MOTION REQUESTED:

“I move that we accept the selection committee’s recommendation and award the contract for audit services to Pauly, Rogers and Co., P.C. I further move that Olivia Meyers Buch, Director of Finance and Operations, be authorized by the board to enter into an agreement with Pauly, Rogers and Co., P.C. in alignment with this award.”

**A JOINT PUBLIC AGENCY SOLICITATION BY:**

Alsea School District  
Corvallis School District  
Eddyville Charter School  
Falls City School District  
Linn Benton Lincoln ESD  
Monroe School District  
Santiam School District  
Scio School District

**REQUEST FOR PROPOSALS**

**AUDIT SERVICES**

Proposals due No Later Than  
**12:00 p.m.**  
**Thursday, February 24, 2022**

Issuing Office  
Linn Benton Lincoln ESD  
905 4<sup>th</sup> Ave SE  
Albany, OR 97321  
541-812-2643

Tonja Everst, Superintendent  
Jackie Olsen, Chief Financial Officer  
Rhonda Allen, Deputy Business Manager

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## SECTION I

### GENERAL INFORMATION

The districts listed are issuing a joint request for proposal (RFP) and invite qualified independent certified public accounting firms to submit proposals for services as outlined in the RFP. The districts are requesting proposals from licensed certified public accountant firms to audit its financial statements for the fiscal years ending June 30, 2022, 2023, and 2024, with the option of auditing its financial statements for the subsequent two fiscal years. These audits are to be performed in accordance with the provisions included in this request for proposal.

The proposal contains sections that provide proposal preliminaries, district background, report requirements, valuation process, administrative information, and request for proposal format. The Audited Financial Statements for 2020-2021 and Adopted Budgets for 2021-2022 can be obtained by contacting Rhonda Allen at [rhonda.allen@lblestd.k12.or.us](mailto:rhonda.allen@lblestd.k12.or.us) or by calling 541.812.2643.

#### **A. Purpose and Intent**

The district is evaluating its audit needs in terms of services and costs. The districts invite interested audit firms to complete and submit our Standard Audit Services Proposal.

The purpose and intent of this process is to obtain high-quality requisite audit services at a competitive price and in a timely, efficient manner. The joint public agencies listed utilizes the Infinite Visions financial suite by Tyler Technologies for accounting purposes.

#### **B. Proposal Request**

The districts requesting proposals from Certified Public Accountants to perform the annual financial audit of the districts following generally accepted auditing standards, Governmental Accounting Standards Board, and the standards applicable to financial audits contained in *Government Auditing Standards* for purposes of rendering an opinion as to whether the financial statements are free of material misstatement. The audit shall also be required to satisfy the provisions of the *Uniform Guidance*. The financial statements are prepared in compliance with Governmental Accounting Standards Board Statements.

The districts reserve the right, where it may serve their best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the districts, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Submission of the proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the specified district and the firm selected.

#### **C. Period of Contract**

Each district will independently award a contract to the firm that best meets the needs and requirements of the district. It is anticipated that districts will make a selection of a firm by March 1, 2022 by issuing an intent to award notice. Formal board approval will be made by each district's school board. Following formal board approval, it is expected a contract will be executed between both parties by March 31, 2022.

Firms may submit proposals to provide services for one or more districts.

## **D. Terms and Conditions**

The districts reserve the right to reject any irregularities or informalities in any proposal, or to accept or reject any or all proposals. If a contract is not executed within forty-five (45) days after the award has been made, the district may give notice to the said firm of the district's intent to award the contract to the next best proposal or to call for new proposals.

A three year contract is contemplated with the option of annual renewals for the subsequent two fiscal years, subject to satisfactory negotiation of terms and the concurrence of each districts school board. Most districts included in this RFP seek services beginning with the June 30, 2022 fiscal year. Some districts may choose to negotiate the beginning of their contract period to be effective June 30, 2023 and end June 30, 2026.

## **E. Oral Presentations**

Providers may be required to make an oral presentation of their proposal to the Evaluation Committee and others, if necessary. Such presentations provide an opportunity for the firm to clarify the proposal to ensure mutual understanding. Linn Benton Lincoln ESD Business Office will schedule the time and location for these presentations, if necessary.

## **F. Schedule of Events/Dates**

- Distribution of R.F.P.- Advertisement January 24, 2022
- Proposals Due Date February 24, 2022
- Oral Interviews, if requested February 28, 2022
- Intent to Award Issued March 1, 2022
- Award Final March 8, 2022
- Board Approval March Date Varies by District
- Contract Finalization March 31, 2022

## **G. Selection of Firm**

The general contract conditions include, but are not limited to, the scope, audit standards, report requirements, compensation, changes, extra work, and timing of completion. Any contract award will be made to the firm, which in the opinion of the Board of Directors is qualified and which is in the best interest of the district.

Independent decisions will be made by each district's school board based upon the recommendation of administration. It is anticipated that a notice of intent to award will be issued by March 1, 2022. Following formal appointment by the school board, it is expected a contract will be executed between both parties by March 31, 2022.

To receive consideration, proposals must be submitted with the following instructions, and such proposals and awards made therein shall be subject to all the terms and conditions hereof:

1. All proposals shall be in a sealed envelope or emailed directly to the single point of contact. All proposals need to be clearly identified as a proposal for the Request for Proposal (RFP).
2. Proposal quotations and signatures shall be signed with ink or indelible pencil as follows:
  - a. In the case of an individual, by such individual.
  - b. In the case of a partnership, the name of the partnership must appear on such a proposal and it shall be signed in the name of such partnership by at least one (1) partner licensed to sign municipal audits. In addition to such a signature, the names of all partners shall be stated in such a proposal.
  - c. In the case of a corporation, the president or other managing officer shall subscribe to the corporation name, and there shall be set forth under the signature of such officer the name of the office he holds or the capacity in which he acts for such corporation.
3. Proposer is solely responsible for ensuring its proposal is received by the LBLED in accordance with the RFP requirements before response due date. LBLED is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected. Proposals received after response due date are considered late and will not be accepted for evaluation. Late proposals will be returned to the respective proposer or destroyed.

Linn Benton Lincoln ESD must receive the proposal by **12:00 p.m. on Thursday, February 24, 2022 (PST)**. Proposals must be in a sealed opaque envelope (original and two copies) or email, clearly marked **AUDIT REQUEST FOR PROPOSAL**, and should be delivered by mail/email or in-person to the following address:

**Linn Benton Lincoln ESD**  
**Attn: Rhonda Allen, Deputy Business Manager**  
**905 4<sup>th</sup> Avenue SE**  
**Albany, OR 97321**  
[rhonda.allen@lblead.k12.or.us](mailto:rhonda.allen@lblead.k12.or.us)

#### **H. Protests or Request for Clarification of this Procurement**

Protests or requests for clarification of any of the terms or conditions (procedural or substantive) of this RFP or any of the contract documents shall be in writing and delivered to Rhonda Allen, Deputy Business Manager, at Linn Benton Lincoln ESD office listed in paragraph G(1) of this Section no later than 12:00 p.m. on February 10, 2022. Protests/Requests for Clarification shall be marked as follows: (i) Solicitation Specification or Contract Provision Protest/Request for Clarification; and (ii) Solicitation Document Number. Protests should include a detailed statement of the legal and factual grounds for the protest along with any other information sufficient to enable the district to evaluate the protest. Protests/Requests shall also include a brief written description of the resulting prejudice to the proposer and a written statement of the desired changes to this RFP or any of the Contract Documents. Requests for changes shall be marked as follows: (i) Solicitation Specification or Contract; Provision Request for Change; and (ii) Solicitation Document Number. If the district agrees with the particular proposer's protest or change request, in whole or in part, the district shall either issue a written addendum to this RFP reflecting its determination or, at its discretion, cancel the solicitation altogether. Statements made by the District's representatives are not binding on the District unless confirmed by a written addendum.

## **I. Intent to Award**

The Intent to Award will be issued electronically through e-mail by Rhonda Allen, Deputy Business Manager, no later than 4:00 p.m. on March 1, 2022.

## **J. Protest of Award Decision**

All protests of award decision must be submitted in writing to Rhonda Allen, Deputy Business Manager, no later than 4:00 pm, March 8, 2022. The protest must state clearly that the protester is adversely affected because the protester would be next in line for award of the contract, the basis for the protest and any legal authority in support thereof. A matter that could have been addressed as protest or request for clarification of the solicitation under Section H of this Section is not a ground for protest of award. At the request of the respondent, a hearing will be conducted before the Superintendent and others as appointed by the superintendent within two (2) working days of submission of the written protest. At such a hearing, the protester and other interested parties will have the opportunity to appear and make an oral presentation of the bases for protest. The superintendent will either uphold or deny the protest. If the protest is denied, Linn Benton Lincoln ESD will proceed to award the contract as planned. If the protester wishes to file legal action, the protester has available to it the rules and remedies provided under Oregon law.

## **K. Award**

The Final Award will be made separately at the School District's March 2022 Board meeting, which is noted in Section I, Paragraph F (General Information – Schedule of Events/Dates). If the District awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the District determines in writing is the most advantageous to the District based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP

## **L. Audit Working Papers**

All working papers and reports must be retained, at the selected auditors' expense, for a minimum of three (3) years, unless the firm is notified in writing by the district of the need to extend the retention period. Further, the working papers must be available for examination by authorized representatives of any federal or state audit agency and/or district. Besides, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. Linn Benton Lincoln ESD has rights to an electronic copy in PDF and editable form (Microsoft Word, Excel, etc.) for the term of this contract -plus three years.

## **M. Equal Employment Compliance Requirement**

By submitting this proposal, the respondent certifies conformance to the Applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward Equal Employment Opportunities.

All information and reports required by the federal or Oregon state governments, having responsibility for the enforcement of such laws, shall be supplied to the district upon request for purposes of investigating to ascertain compliance with such acts, regulations, and orders.

## **N. Legal Fees**

If suit or action is instituted in connection with any controversy arising out of this Proposal or the contract relating thereto, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney's fees, including such attorney's fees on appeal to the Court of Appeals and/or Supreme Court.

## **O. Distribution of Materials**

The Request for Proposal document, including attachments, addendums, Request for Interview, and Notice of Selection, will be distributed electronically by email.

## **P. Questions**

Questions regarding these specifications should be directed to Rhonda Allen, Deputy Business Manager, 541.812.2643.

# **SECTION II**

## **BACKGROUND INFORMATION ON PARTICIPATING DISTRICTS**

### **A. General Information**

#### **ALSEA SCHOOL DISTRICT**

Alsea School District 7J has a current enrollment of 256 students in the building and 678 enrolled in online schools and other programs. Alsea is a small town nestled on the banks of the Alsea River. Timbered hills and pastured valleys surround the town, located along highway 34 between Waldport and Philomath in the heart of the Coast Range.

#### **CORVALLIS SCHOOL DISTRICT**

The Corvallis School District serves the city and surrounding area of Corvallis, Oregon. The district provides a full range of education services to about 6,300 students in grades K-12. District facilities include seven elementary schools, two middle schools, two high schools, one kindergarten through eighth grade school, an alternative education center, plus administrative and support services buildings. The district also sponsors one charter school, Muddy Creek Charter School, serving approximately 100 students in grades K-5. While audit services for the charter school are contracted separately, the district requires that the charter school's audit be prepared by the same audit firm that services the district.

#### **EDDYVILLE CHARTER SCHOOL**

Eddyville Charter School is a small rural K-12 school located approximately 25 miles from the Oregon coast on Highway 20. Our students are drawn from the surrounding Eddyville community as well as from Toledo, Newport, Siletz and Waldport. Eddyville Charter School was established in 2003 and has been in operation successfully since that time. We received startup funding from the Department of Education and have become one of their most successful charter schools to date. The school has a staff of 30 teachers, classified staff and administration, which service the 221 students that attend ECS. We use the services of the LBLESD for payroll, student attendance, and business services, in conjunction with our Business Office. Our current operating budget is \$3,023,015 which comes to us through the Lincoln County School District who is also our sponsor.

### **FALLS CITY SCHOOL DISTRICT**

Falls City School District has a current enrollment of 161 students. The District boundaries include the city of Falls City located in Polk County. The District schools are Falls City Elementary and Falls City High School. The District is financially independent and currently operates on a cash basis of accounting.

### **LINN BENTON LINCOLN ESD**

Linn Benton Lincoln ESD is located in Albany, where we provide educational support programs and services to 12 constituent school districts, over 90 schools and approximately 36,000 students in Linn, Benton and Lincoln Counties. LBL also serves students and districts elsewhere in Oregon through grants and contracts.

### **MONROE SCHOOL DISTRICT 1J**

Monroe School District 1J is a small rural school, in a community of 600 and approximately 2,500 people in the surrounding area. Current enrollment is 362 students. The school is a hub in an area of agriculture including forestry, the wine industry, grass seed, mint, Christmas trees and vegetable seed crops. The city of Monroe is nestled against the first foothills of the Coast Range Mountains, facing the Willamette Valley. A rural setting with a progressive school district.

### **SANTIAM CANYON SCHOOL DISTRICT 129J**

Santiam Canyon School District 129J is located in Linn and Marion Counties and serves students from Mill City, Gates, Detroit, Idanha and Marion Forks. The District consists of Santiam Elementary School (grades K-5), Santiam Junior/Senior High School (grades 6-12) and online charter school Oregon Charter Academy (grades K-12). The District is governed by a five-member Board of Directors. The Board and the 5 appointed community members serve as the District's budget committee.

### **SCIO SCHOOL DISTRICT**

Scio School District is a small, rural, K-12 District with approximately 650 students in three schools. The District also includes two Charter Schools, Lourdes Charter School and Willamette Connections Academy. The District is governed by a five-member Board of Directors that is responsible for the conduct and governance of schools and approving administrative officials. The daily operations of the District are under the supervision of the Superintendent. The Board and five appointed community members serve as the District's budget committee, which approves its annual budget.

## **B. Accounting System**

The districts' government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. The government-wide statements may include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Enterprise Funds, Internal Service Funds, and Trust and Agency Funds.

The basis of accounting described above is all following Generally Accepted Accounting Principles (GAAP).

Each district is required by State of Oregon law to adopt an annual budget for all funds subject to the requirements of "Local Budget Law" as addressed in Oregon Revised Statutes 294.305 through 294.565, inclusive. The budget for each fund is a plan for the financial operations to be conducted during the coming fiscal year and is adopted annually, before July 1, by the board of directors. After adoption, the board of directors may approve supplemental appropriations if an occurrence, condition, or need exists which has not

been ascertained at the time the budget was adopted. Supplemental budgets are adopted by state statute and district policy.

All financial accounting records and functions are computerized. The districts utilizes Infinite Visions financial software provided by Linn Benton Lincoln ESD.

Alsea School District is governed by a five-member school board, elected by voters residing within district boundaries. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the five citizen members of, the budget committee. The district adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. The Board is required by State law to adopt a final budget no later than by the close of the preceding fiscal year. Alsea School District makes appropriations into six major reporting funds: General Fund, Special Revenue Fund, Capital Projects Fund, Bus Replacement Fund, Federal Lunch Fund, and the Student Body fund.

Corvallis School District is governed by a seven-member school board, elected to four-year overlapping terms by voters residing within district boundaries. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the seven citizen members of, the budget committee. The district adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. The 2021-22 adopted budget includes a total investment of \$330.4 million represented by 11 separate funds, the largest of which are the General Fund and Capital Projects Fund. As of June 30, 2021, the total net position of the district amounted to \$57.1 million and the district's governmental funds reported combined ending fund balances of \$160.0 million.

Eddyville Charter School is governed by a six-member school board. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also serves as the budget committee. The charter adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. Eddyville Charter School maintains two reporting funds, the General Fund and Special Revenue Funds.

Falls City School District is governed by a five-member school board, elected by voters residing within district boundaries. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the five citizen members of, the budget committee. The district adopts an annual appropriated budget and uses the cash basis of accounting for all of its governmental funds. Falls City School District maintains a total of four reporting funds: General Fund, Special Revenue Fund, Debt Service, and Capital Projects Fund.

LBLESD is governed by a seven-member Board of Directors. The Board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the seven citizen members of the budget committee. The ESD adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. LBLESD maintains a total of five reporting funds: General Fund, Special Revenue Fund, Debt Service, Capital Projects Fund and the Internal Service Fund.

Monroe School District is governed by a five-member school board. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the five citizen members of, the budget committee. The district adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. The daily operations of the District are under the supervision of the Superintendent. Monroe School District maintains a total of six reporting funds:

General Fund, Special Revenue Fund, Debt Service, Capital Projects Fund, Food Service Fund, and District Initiatives Funds.

Santiam Canyon School District is governed by a five-member school board. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the five citizen members of, the budget committee. The district adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. Santiam Canyon School District maintains four reporting funds: General Fund, Special Revenue Funds, Debt Service Funds and Capital Projects Funds.

Scio School District is governed by a five-member school board. The school board is accountable for all fiscal matters that significantly influence delivery of services, and also constitutes one-half of, and appoints the five citizen members of, the budget committee. The district adopts an annual appropriated budget and uses the modified accrual basis of accounting for all of its governmental funds. Scio School District maintains three reporting funds: General Fund, Special Revenue Fund, and Capital Projects Fund.

### **SECTION III**

#### **NATURE OF SERVICES, REPORT REQUIREMENTS, TIMING, AND CLIENT ASSISTANCE**

##### **A. Nature of Services Required**

The audit must be prepared in conformance with the financial reporting standards applicable to governmental entities as adopted and issued by the Governmental Accounting Standards Board. Also, the audit must be performed by Generally Accepted Auditing Standards in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and accordingly, include financial and compliance matters contained in the Oregon Revised Statutes, Oregon Administrative Rules, and applicable state and federal regulations.

The audit must also be performed by the provisions of the following as they pertain to financial and compliance audits:

- U.S. General Accounting Office's (GAO) *Government Auditing Standards*.
- Guidelines for Financial and Compliance Audits of Federally Assisted Programs.
- *Uniform Guidance*.
- Any additional official pronouncements impacting municipal accounting and financial reporting.

##### **B. Report Requirements**

The audit reports will be addressed to the board of directors and will include the transmittal letter, management's discussion, and analysis, basic financial statements, supplementary information, other financial schedules, statistical schedules, grant compliance schedules, and other schedules as requested by the district.

The districts expect the audit firm to assist with the drafting of the financial statements including government-wide statements, notes to the financial statements, and other schedules. The district agrees to assume all

management responsibilities relating to the financial statements, schedule of expenditures of federal awards related notes, and any other non-audit services provided.

Reports of examination of financial statements must state the scope of the examination and that the audit was performed by Generally Accepted Auditing Standards and must include an opinion as to whether the statements conform to generally accepted accounting principles.

A management letter or report to management shall be provided each year and directed to the district's audit committee or superintendent, and, if requested, to the board of directors. Written responses will be prepared for each comment. The auditor shall submit a draft of the management letter to the district office and superintendent in advance of final publication.

The selected auditing firm(s) may be required to make a presentation of the Annual Financial Report to the board of directors no later than the January board meeting.

### **C. Timing of Audit**

All presentations to the board of directors will be no later than the district's February board meeting unless mutually agreed to by both parties.

The proposal shall contain the proposed timing of the audit including, but not limited to, the fieldwork completion. The auditor shall be available to meet with elected or appointed district officials at their request to discuss the auditor related financial matters.

The district requires monthly or regular periodic progress billings throughout the audit. No extended service is to be performed beyond the contract unless authorized in the contract agreement or by an amendment to the agreement.

### **D. Client Assistance in Audit**

The District's Business Office and responsible management personnel will render all possible assistance to the selected audit firm and will respond promptly to all requests for information and provide all necessary books and records for the audit engagement. The district business office will close and balance all accounts and submit appropriately detailed trial balances, supporting schedules, and supporting documentation to the auditor on a timely basis in hard copy or electronic format. Also, all confirmations will be typed and prepared for mailing by the business office staff.

The district will prepare all introductory data and management's discussion and analysis.

The district's legal counsel will issue representation letters about the status of suits, threatened litigation, or other actual or contingent liabilities. The district will issue a representation letter that will include statements about unrecorded liabilities, pledged assets, loss contingencies, or other liabilities. The district will provide adequate physical facilities needed for the engagement. The auditor's principal contact will be the Chief Financial Officer or Business Manager of the District.

**E. Insurance Requirement:**

1. Commercial General Liability Insurance of \$1,000,000 per occurrence/ \$2,000,000 aggregate.
2. Automobile Liability of \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
3. Excess or Umbrella Insurance On a “Follow-Form” basis, with limits of \$3,000,000 each occurrence and aggregate for the coverages provided in items 1 and 2 above.
4. Workers' Compensation and Oregon Disability Statutory Workers' Compensation, Employers' Liability and Oregon Disability Benefits Insurance for all employees.
5. Professional Errors and Omissions Insurance of not less than \$3,000,000 per occurrence for the professional legal services performed under the legal services contract with the district. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

**SECTION IV**

**REQUEST FOR PROPOSAL FORMAT AND EVALUATION CRITERIA**

**A. Title Page**

Show the Request for Proposals subject, the name of the proposer’s firm, local address, telephone number, name of the contact person, main in-charge person, and the date.

**B. Table of Contents**

Include a clear identification of the material by section and by page number.

**C. Letter of Transmittal** (maximum two pages)

1. Briefly describe the work to be done, as well as propose a schedule of events and the corresponding completion date for each event.
2. State the all-inclusive fee for which the work will be done for each of the next three fiscal years, starting with the year ended June 30, 2022. State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.
3. State that the person signing the letter will be authorized to bind the proposer.
4. State why the firm believes itself to be the best qualified to perform the engagement.
5. Include a statement that the proposal is a firm and irrevocable offer for sixty days.

**D. Profile of the Proposer** (Please answer in order)

1. Affirm that proposer is a firm of certified public accountants properly licensed to practice in Oregon.
2. Affirm that proposer meets standards of independence to audit the districts involved in this proposal.
3. Indicate the address of your firm.

4. Indicate whether your firm has been the subject of a peer review in the past five years.
5. State number of partners, manager, supervisors, seniors, and other professional staff employed at your firm.
6. Describe the range of activities performed by your firm such as auditing, accounting, tax service, or management services.

**E. Experience with School District Audits** (Please answer in order)

1. Identify current school district audit clients of your firm.

**F. Staffing: Size, Training, and Experience**

1. Identify the partners, managers, seniors, specialists, and other key staff persons from your firm who would be assigned to each audit engagement. Describe their roles and provide a brief description of their professional experience, including their experience in governmental auditing. Indicate the extent to which their governmental auditing experience has been within the state of Oregon. Indicate their participation in professional development programs in the governmental accounting and auditing area. Indicate those who are CPAs and those who are members of the AICPA, OSCP, GFOA, and ASBO. If more convenient, resumes may be included in an appendix appropriately cross-referenced here.
2. Describe the firm's capability to audit computerized accounting systems, and state if the firm has experience auditing districts using Infinite Visions software. Identify those key staff persons who would be assigned to the district's audits who have such capability and experience, and describe their relevant experience.
3. Describe your firm's capability and experience in providing management consulting services. Describe recent engagements of that type handled by firm personnel, if any, and identify your firm consultants who could provide such services.
4. Describe your firm's professional development program and the specialized programs offered within the area of governmental accounting and auditing.
5. Describe your firm's professional development training and knowledge as to GASB requirements.

**G. Firm's Approach to the Audit**

1. Describe how your firm would approach the district's engagement. Outline a work plan for the district and related schedule for each significant segment of the work. Indicate whether you intend to use any computer-assisted auditing procedures.
2. Describe the procedures followed in the technical review of the audit reports before their issuance by qualified personnel independent of the audit engagement personnel.
3. Describe how you would propose to use district personnel, if at all, to assist you during the audit and indicate the approximate time requirement.
4. Comment on your firm's ability to provide constructive suggestions for improving the district's internal accounting controls and administrative procedures.

5. Please provide any additional information about your firm’s audit approach that you feel would be beneficial to us.

**H. Audit Fees**

1. Indicate your firm’s all-inclusive maximum fee for the requested work including any additional proposed charges for this engagement and how district questions that arise during the year related to audit and accounting questions will be handled or billed by your firm.
- Using the format below, please provide the maximum fee for the audit of the fiscal year ending June 30, 2022. The fee should include all out-of-pocket costs including travel.

Name	Position	Hourly Rate	Estimated Hours of On-site Involvement	Estimated Hours of Off-site Involvement	Estimated Total Hours	Professional Fees
			<b>Total Professional Fees:</b>			

- Provide for the district the audit fee for the subsequent two fiscal years beginning with the year ending June 30, 2023. The fees for additional years will be negotiated.
  - The fee for the services of assisting with the preparation of the basic financial statements and supplemental information, if available, shall be stated separately.
2. Describe the method you would use in charging for any special request, reports, or broadening of the scope of the work beyond that described in this Request for Proposals.

## **SECTION V**

### **EVALUATION OF PROPOSALS**

#### **Evaluation Standards**

Written proposals will be evaluated based on the following criteria:

- a. Understanding of Engagement – Maximum 20 Points
  - Demonstration of full understanding of the work to be performed.
  - The ability of the firm to provide constructive recommendations to the district as a result of the audit and throughout the year.
- b. Proposer’s Approach to the Examination – Maximum 10 Points
  - Description of audit approach, including how computer-assisted auditing procedures, statistical sampling techniques, and specialized governmental auditing programs will be utilized.
  - Estimation of the number of hours to be devoted to engagement.
  - Work plan and schedule.
  - Procedures followed in technical review of audit reports before issuance.
- c. Experience with School District Engagements – Maximum 25 Points
  - Firm’s school district audit experience and expertise.
  - Firm’s assistance and experience/expertise in obtaining GFOA and other related program certificates.
  - School district references.
- d. Staffing: Size, Training, and Experience – Maximum 15 Points
  - Municipal auditing experience and expertise of audit team proposed for the district’s audit.
  - Firm’s ability to provide consulting services to the district.
- e. Audit Fee – Maximum 30 Points (as described above)
  - Proposed fees for each of the three fiscal years listed.

Further evaluation of some or all proposals may be requested. Firms may be invited to give oral presentations and respond to questions.

**PART VI**  
**SIGNATURE FORM**

ADDENDA: Receipt is hereby acknowledged of Addenda No. \_\_\_\_\_ through \_\_\_\_\_

Vendor's Federal/State of Oregon Taxpayer Identification # \_\_\_\_\_

\_\_\_\_\_  
Name of Proprietorship, Partnership,  
or Corporation

\_\_\_\_\_  
\*Signature of Proprietor, Partner, or  
Corporate Official

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
If a Corporation, Attest:

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Secretary of Corporation

\_\_\_\_\_  
Employer ID Number

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Email Address

\* By signing this document, the individual acknowledges he/she is authorized by the vendor to submit a proposal and contractually bind the respondent for any services awarded by Linn Benton Lincoln ESD and Participating Districts from the proposal document.

Thank you in advance for your submissions,

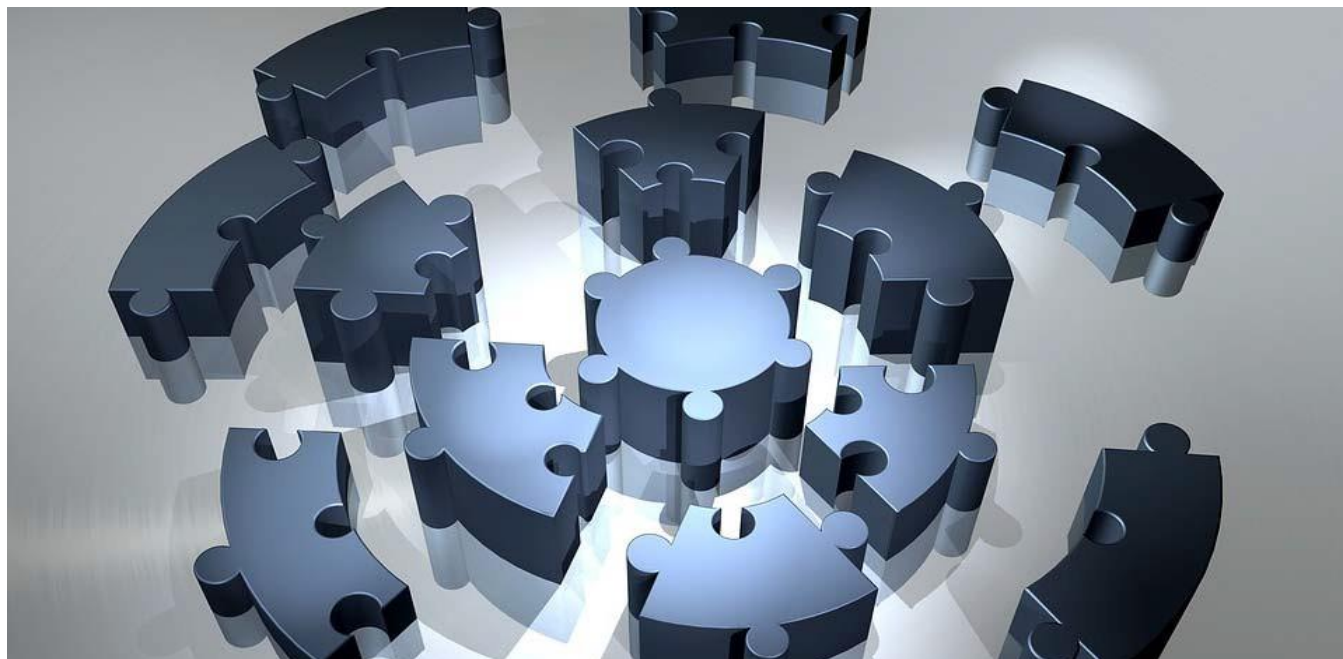
Linn Benton Lincoln ESD and Participating Districts

END OF DOCUMENT

# PAULY, ROGERS AND CO., P.C.

## Certified Public Accountants

*The Leaders in Oregon Municipal Auditing*



Auditing Services Proposal for:

### **Corvallis School District**

February 24, 2022

Pauly, Rogers and Co., P.C.

Roy Rogers, CPA

12700 SW 72nd Avenue

Tigard, OR 97223

(503) 620-2632

(503) 684-7523 FAX

# PAULY, ROGERS AND CO., P.C.

## Certified Public Accountants

*The Leaders in Oregon Municipal Auditing*

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Corvallis School District





12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
(503) 620-2632 ♦ (503) 684-7523 FAX  
www.paulyrogersandcocpas.com

February 24, 2022

Corvallis School District  
1555 SW 35<sup>th</sup> Street  
Corvallis, OR 97333

Thank you for the opportunity to present our qualifications to continue to serve as auditors for the Corvallis School District (herein after referred to as the District) for the years ending June 30, 2022, 2023 and 2024. We believe this proposal provides all the information you will find necessary about our firm and its services. We also hope this proposal shows our enthusiasm and eagerness to be your auditors.

*Pauly, Rogers and Co., P.C.* has been proud to provide auditing services to Oregon governmental and non-profit clients in many industries since 1947. Our experience and longevity in auditing Oregon School Districts has put us in the forefront of the audit industry in our State. We audit more than 200 Oregon governments annually, making us the largest municipal auditing firm in the state. We believe an audit should not be a rote exercise. On the contrary, it should help our client develop and enhance the capabilities of their staff and help meet the challenges of the future. We believe the audit process can be a powerful tool in helping the District increase the effectiveness and efficiency of internal controls, reduce unnecessary and costly procedures, provide clear and compliant financial reports and develop best practices for financial oversight. We will not just write up audit findings and let your staff decide how to best fix the issue; instead we will work with staff to provide options on how to resolve complex audit issues in an efficient manner.

In order to best serve you, our audit provides:

- **A complete understanding of the work to be performed.** We communicate often throughout the year and are available to answer questions, even on April 15<sup>th</sup> (our auditors are 100% dedicated to auditing and do not provide tax services). We will ensure that you are apprised of requirements, standards, and rulings that impact financial accounting and reporting, and related compliance. We will communicate during all phases of fieldwork including a discussion of all audit findings. We are committed to clear communication and do not surprise our clients with audit findings that were not fully discussed with Management on multiple occasions.
- **A large audit staff to handle all of your needs.** Our highly experienced staff will include a lead auditor on your job for all years noted above. We have over 25 auditors dedicated to auditing in the State of Oregon. Since we audit many School Districts our staff gain in a single year the experience of several years of experience that other firms provide.

- **A commitment to servicing School Districts in the State of Oregon.** Pauly, Rogers and Co, P.C. has a deep commitment to servicing School Districts in the State of Oregon. We have made many presentations at the OASBO conference as well as many other statewide organizations. Our commitment to servicing our State and understanding the complexities of Oregon keeps us in the forefront of auditing in the state.
- **Delivery of audit reports in a timely fashion.** We will meet your deadlines. We understand the investment you make in the audit relationship in terms of dollars and time, and we are committed to providing value with every interaction. In order to meet your deadlines we perform interim work before your books are closed, and we have a large enough staff to perform our final fieldwork at any time. Our proposed timeline is flexible and will meet your needs!
- **Free assistance with questions.** Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of Pauly, Rogers and Co., P.C. A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the District properly deal with issues as they arise.

We are confident you will find our firm has the experience and ability to provide the excellent auditing and advisory services you require. You need a firm that understands how School Districts operate. We are on the leading edge of governmental auditing in the State of Oregon, serving more entities than any other firm. We want to continue to be Corvallis School District's auditors!

Roy R. Rogers, CPA, as signer of this letter, is authorized to make representations and to execute a personal services contract on behalf of the firm. We accept the terms and conditions of this proposal and we are ready to enter into this contract with the District. This proposal is a firm and irrevocable offer for ninety (90) days from the date of submission on February 24, 2022. We may be reached at the address and the telephone number listed on page one (1) of this letter should you have any questions.

Very truly yours,



Roy R. Rogers, Managing Partner  
PAULY, ROGERS AND CO., P.C.

## Properly Licensed

All Shareholders are licensed by the Oregon State Board of Accountancy as Certified Public Accountants. We are members of the AICPA.

## Independence

All members of the firm are independent of the District as defined by generally accepted accounting standards, as required by the rules of conduct of the AICPA. We require all staff members to make annual independence representations, which are kept on file in our office.

## History and Location

Pauly, Rogers and Co., P.C. is a local firm that has been providing quality accounting services since 1947. Our Mission is to provide high quality personnel and cost effective services to meet our clients' needs with an emphasis on improving our clients' performance, profitability and accountability. We are located at 12700 SW 72nd Avenue in Tigard, Oregon.

## Peer Review

Our firm underwent a peer review for the year ended April 2020, which included a review of specific government engagements. The reviewing firm issued a review rating of pass. A copy of the report is included on the next page.

## Personnel

All four partners, as well as three other staff members, at Pauly, Rogers and Co., P.C. are licensed as municipal auditors dedicated to auditing Oregon governments. We also have eight Seniors/Managers, sixteen Associates, and five support staff, all available to meet the District's needs. Our partners value our relationships with Management and Boards, and we demonstrate this by having experienced staff on site for fieldwork. This approach allows for high level communication between our staff and yours, and allows for decisions and audit issues to be resolved face to face, which results in a more efficient and effective audit experience for all involved.

## Client Base and Range of Services

Our firm specializes in providing auditing and accounting services to not-for-profit and government organizations. We have a sister Company, *RAS Group, LLC*, which provides a wide range of financial, consulting and tax services to individuals and corporations. We have very experienced tax personnel who can assist with any and all of your tax needs. Having a full-service tax business under the same roof as our auditing and accounting business ensures a smooth transition for clients wishing to engage both sets of services.

## Insurance

Our Firm has adequate insurance coverage and can provide documentation upon request.

## Sustainability

Our firm uses a paperless audit system in order to reduce our use of our precious natural resources. We also use a Sharefile portal system for the secure transfer of audit documentation between both parties. This portal system also reduces travel costs and reduces the amount of time spent in cars traveling to our audit clients, which reduces our firms' carbon footprint.



## Report on the Firm's System of Quality Control

January 31, 2021

To Pauly, Rogers and Co., P.C. and the Peer Review  
Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Pauly, Rogers and Co., P.C. (the firm) in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

190 Camino Oruga, Suite 1 • Napa, CA 94558 • telephone: 707.255.0677 • fax: 707.255.0687  
Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pauly, Rogers and Co., P.C. in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pauly, Rogers and Co., P.C. has received a peer review rating of *pass*.

*Coughlan Napa CPA Company, Inc.*

Coughlan Napa CPA Company, Inc.

## **Experience in Conducting Audits of Oregon School Districts**

Our firm has over 70 years of serving Oregon and its local governments. Our extensive experience with Oregon governments has allowed us to develop procedures and practices that allow us to stay at the forefront of governmental auditing in our state.

We have also developed specialized audit programs and procedures to ascertain compliance with the many requirements of the Single Audit Act Amendments of 1996 and OMB Uniform Guidance, the Oregon Revised Statutes and other state and federal audit and reporting requirements. Our professional library contains all available specialized audit programs for federal financial assistance programs. Over 30 of our current engagements have Single Audits.

## **Experience with GFOA Program**

The GFOA Certificate of Achievement for Excellence requires strict conformity with professional standards and requires additional information about the municipality in the program. We have not had a failure to secure or maintain one of these certificates. For the year ended June 30, 2021, we had a total of 18 clients who submitted to GFOA. Two of our partners have been GFOA reviewers. Our staff will assist in obtaining this award.

## **Consulting Service Experience**

Most consultations are considered part of the audit fee. For those that are not, we will advise the District in advance. We would be happy to provide a list of services we have done in the past.

## **Current School District Clients**

Ashland School District	Molalla River School District
Astoria School District	Monroe School District
Banks School District	Nestucca Valley School District
Blachly School District	Northwest Regional Education Service District
Centennial School District	Oakridge School District
Central Linn School District	Ontario School District
Clatskanie School District	Oregon City School District
Corvallis School District	Oregon Trail School District
Crook County School District	Parkrose School District
Crow Applegate Lorane School District	Perrydale School District
Dallas School District	Rainier School District
David Douglas School District	Reynolds School District
Estacada School District	Riverdale School District
Eugene School District	Santiam Canyon School District
Falls City School District	Scappoose School District
Fern Ridge School District	Scio School District
Forest Grove School District	Seaside School District
Gaston School District	Sherman County School District
Gresham-Barlow School District	Sherwood School District
Hood River County School District	Silver Falls School District
Jefferson School District	Sisters School District

## Current School District Clients Continued

Jewell School District	Springfield School District
Junction City School District	St Paul School District
Knappa School District	Sweet Home School District
Lane Education Service District	Tigard-Tualatin School District
Lincoln County School District	Vale School District
Linn Benton Lincoln Education Service District	Vernonia School District
Malheur Education Service District	Warrenton-Hammond School District
Mapleton School District	Willamette Education Service District
McKenzie School District	Woodburn School District
Medford School District	
Milton-Freewater School District	

## Audit Clients with Similar Services

Current Clients	Primary Contact and Title	E-mail/Telephone
Centennial School District	Tina Caverhill Supervisor	<a href="mailto:tina.caverhill@csd28j.org">tina.caverhill@csd28j.org</a> 503-760-7990
Dallas School District	Tami Montague Director of Fiscal Services	<a href="mailto:tmontague@nwresd.k12.or.us">tmontague@nwresd.k12.or.us</a> 503-614-1253
Springfield School District	Brett Yancey Chief Operations Officer	<a href="mailto:brett.yancey@springfield.k12.or.us">brett.yancey@springfield.k12.or.us</a> 541-726-3206
Lane Education Service District	Dave Strandridge Director, Fiscal Services	<a href="mailto:dstrandridge@lesd.k12.or.us">dstrandridge@lesd.k12.or.us</a> 541-461-8289

Pauly, Rogers and Co., P.C. audits many local government entities, including counties, cities, school districts, charter schools, fire district and water districts. We perform over 200 total engagements in the State of Oregon every year; over 60 of those are school districts. Please contact Roy Rogers if you would like additional listings of our clients.

## **Staffing**

Roy R. Rogers will act as the Engagement Partner and will be directly involved in managing and performing aspects of the audit. Kenny Allen will act as a Concurring Partner on the audit. We have found this review procedure essential in providing quality audit reports for our clients. Michael Aloï will act as our Senior Compliance Manager, a Senior Associate (team lead) will be appointed to the audit. The team also has at their disposal over twenty additional experienced auditors should the need arise. Resumes have been provided in the appendix for key staff members involved in the audit, including their credentials and history with the firm.

## **Consulting Service Experience**

Most consultations are considered part of the audit fee. For those that are not, we will advise the District in advance. We would be happy to provide a list of services we have done in the past. These have included budget law questions, payroll questions, accounting issues, reporting issues and internal control questions.

## **Estimated Staff Time On Engagement**

Our firm strives to work efficiently and effectively with our clients to ensure we produce quality work. We estimate our professional staff would devote approximately 386 hours on the District's engagement.

## **Continuing Professional Education/ Professional Development Programs**

All assigned staff have received a minimum of 24 hours of continuing education in governmental accounting and auditing within the past year, and at least 40 hours within the past two years. In addition, all audit staff members meet the GAO's *Government Auditing Standards* "yellow book" education requirements. Our firm employs a wide range of professional development resources available through the Oregon Society of Certified Public Accountants, the Association of Governmental Accountants, the American Institute of Certified Public Accountants and local colleges and universities. This program offers diversity to staff members and allows the firm to acquire specialized knowledge in key areas such as accounting and auditing. We also conduct in house training for all staff on all newly implemented Governmental Accounting Standards Board (GASB) pronouncements each year to keep up to date on current standards.

We make certain our staff are well trained and familiar with accounting pronouncements and standards, which will impact that particular year.

## **Auditing Computerized Accounting Systems and Infinite Visions**

Our firm has developed computerized audit techniques that will be used for analytical review purposes and sampling. The in-charge auditor and their team of auditors are well versed in auditing with our computerized audit techniques. These procedures are a standard part of fieldwork. These techniques allow us to increase sample sizes and decrease detection risk. This benefits our clients by providing a timely product and the increased efficiency provides the product at a competitive fee. In addition to computer assisted audit techniques, Pauly, Rogers and Co., P.C. uses a software package to assist with auditing that allows us to increase audit efficiency while reducing the use of almost all paper. A significant majority of our School District clients use Infinite Visions, and our auditors are well versed in searching, sorting and analyzing data from this system.

### **Information Technology Applications**

We encourage the use of our secure electronic delivering system, "Sharefile", which is very similar to Dropbox in that it is any easy and convenient way to send and receive information much more securely than email. This system enables us to receive information as it becomes available and will help in making the audit more efficient. We also request that we be given read only remote access (or backup file) to your general ledger system. This will allow us to pull reports directly from your general ledger, which provides for a more valid and efficient audit, and it also reduces your staff time devoted to audit requests.

Our firm has developed computerized audit techniques that will be used for analytical review purposes and sampling. These procedures will be a standard part of fieldwork. These techniques allow us to increase sample sizes and decrease detection risk. This benefits our clients by providing a timely product and the increased efficiency provides the product at a competitive fee. In addition to computer assisted audit techniques, Pauly, Rogers and Co., P.C. uses a software package to assist with auditing that allows us to increase audit efficiency while reducing the use of almost all paper.

### **Value Added Services**

As one of the largest municipal auditing firms in the State of Oregon we have developed and seen various best-practices across the state. We will share these best practices with the District which allows the District to implement the most efficient and effective policies and procedures. We pride ourselves in viewing our role as advisors to the District in reducing your overall financial risks, rather than providing a commodity based service of providing you with your opinion letters once a year. We strive to build a partnership with the District and will stay in regular contact to ensure all accounting and auditing related issues are addressed in real time.

## Roy Rogers, CPA, CGFM Managing Partner

### Profile

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Roy R. Rogers is the Managing Partner of Pauly, Rogers and Co., P.C. During his tenure, the firm has grown from a staff of four to over 30 employees. He has extensive experience auditing local governments, as well as hundreds of not-for-profit entities. His work currently includes fieldwork, report preparation, planning, supervision and final reviews.

Roy has been the Engagement Partner on numerous compliance and financial audits, as well as various consulting engagements. He has over 40 years of direct experience in accounting, auditing and consulting to governmental entities. He manages the firm's engagements to document, evaluate and make recommendations for improvement in internal control systems.

Roy has performed peer reviews for other firms, as well as risk assessments and internal control evaluations. He also speaks at state and international events on leadership and organizational excellence.

### Professional Achievements

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- Past AICPA Council and Committee member
- OSCP Past President
- Oregon State Board of Accountancy Liaison
- Tigard Rotary Past President
- Past Mayor of Tualatin

### Education, Designations, and Professional Memberships

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- Bachelor of Science Degree in Accounting, from Portland State University
- Certified Public Accountant #2148
- Licensed Oregon Municipal Auditor #658
- Certified Government Financial Manager
- Certified Global Management Accountant
- OSCP and AICPA Member
- Past GFOA Technical Reviewer for the ACFR Program

### Similar Clients Serviced

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- Dallas School District
- David Douglas District
- Forest Grove School District
- Centennial School District

## **Kenny Allen, CPA, CFE**

### **Concurring Partner**

#### **Profile**

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Kenny joined Pauly, Rogers and Co., P.C. after having worked as an auditor for the General Accounting Office (GAO), the governmental organization responsible for setting Governmental Auditing Standards (GAGAS). He was responsible for the auditing of on-site security for the Internal Revenue Service (IRS) Service Centers and Field Office. His experience with the GAO also included the internal control over the courier service that carried well over \$500 million dollars at times. With Pauly, Rogers and Co., P.C., Kenny has been involved in hundreds of not-for-profit and municipal audits. He has been in a leadership position for the 21 years he's been with the firm. During that time he has successfully assisted his clients in implementing many new accounting and auditing standards. Kenny was one of the

first auditors in the state to early implement GASB Statement 34 in 2002, which changed the entire governmental reporting model.

#### **Presentations**

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- Speaker at the Oregon Association for School Business Officials on a variety of topics, including GASB 34, GASB 45, GASB 54, Oregon Municipal Audit Law, and Internal Controls
- Speaker at the Special Districts Association of Oregon on GASB 54, Internal Controls and other GASB Statements
- Speaker at Zone Meetings for Educational Service Districts on key accounting internal controls, board oversight policies, and many GASB Statements

#### **Education, Designations, and Professional Memberships**

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- Bachelor of Science Degree in Criminal Justice and a Post-Baccalaureate degree in Accounting, from Portland State University
- Certified Public Accountant #10042
- Licensed Oregon Municipal Auditor #1344
- Certified Fraud Examiner
- OSCP Member
- Past GFOA Technical Reviewer for the ACFR Program

#### **Similar Clients Serviced**

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- Central Linn School District
- Crook County School District
- Linn Benton Lincoln Education Service District
- Medford School District

## **Tara Kamp, CPA**

### **Partner**

#### **Profile**

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Tara joined Pauly, Rogers and Co., P.C. after having graduated with honors from Portland State University with a Bachelor of Science in Business Administration with an emphasis in Accounting. Tara focuses solely on municipal auditing which has led her to become an expert in the field. She has been in a leadership position for more than 12 years at the firm and has been involved in hundreds of municipal audits. During that time she has developed strong relationships with her audit clients as she goes to great lengths throughout the year to answer questions and help solve problems.

#### **Presentations**

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- Speaker at the Oregon Association for School Business Officials on a variety of topics, including Internal Controls and Best Practices
- Speaker at Zone Meetings for Educational Service Districts on key accounting internal controls, and GASB Statements

#### **Education, Designations, and Professional Memberships**

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- Bachelor of Science Degree in Business Administration from Portland State University
- Certified Public Accountant #12754
- Licensed Oregon Municipal Auditor #1485
- OSCP Member
- AICPA Member
- Oregon Government Finance Officers Association Member
- Oregon Association of School Business Officials Member
- Past GFOA Technical Reviewer for the ACFR Program
- Past OSCP Education Foundation Board of Directors

#### **Similar Clients Served**

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- Eugene School District
- Tigard-Tualatin School District
- Parkrose School District
- Oregon City School District

## Hans Graichen, CPA Partner

### Profile

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Hans Graichen received a Bachelor's degree in Criminology from Southern Oregon University. He later returned to school to pursue a career in accounting, and graduated with honors from Portland State University with a Bachelor's degree in Accounting. He joined Pauly, Rogers and Co., P.C. in 2006. Since then, he has been involved in hundreds of audits. He has extensive audit experience, including all phases of the audit process. Hans will supervise all on-site facets of audit, together with the planning and development of an audit program that will fulfill all professional standards and requirements applicable to you.

During the fieldwork and reporting phases, Hans will assist with any difficult accounting and reporting issues, participate in fieldwork and provide on-site review with technical support for the audit team. Hans is very proud of his expertise in minimizing disruption to the client's workplace during on-site fieldwork. He will be assisted by one or two additional staff accountants with experience conducting over fifty audits each. Hans goes to great lengths to make himself available to his clients so he can answer questions and help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

### Presentations

---

- Audit presenter at Council and Board Meetings for numerous Oregon municipal and non-profit entities

### Education, Designations, and Professional Memberships

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- Bachelor of Science in Criminology from Southern Oregon University
- Bachelor of Science in Accounting from Portland State University
- Certified Public Accountant #13022
- Licensed Oregon Municipal Auditor #1510

### Similar Clients Serviced

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- Mastery Learning Institute- Arthur Academy
- Multnomah Learning Academy
- The Emerson School
- Sweet Home Charter School

## Michael Aloï, CPA Senior Manager

### Profile

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Michael Aloï received a Bachelor Degree in Accounting and a Master's Degree in Business Administration in Accounting from Canisius College in New York. Michael has been involved in numerous engagements. He has extensive audit and review experience, including all phases of the audit and review process. Michael will review all facets of the audit, together with the planning and development of a program that will fulfill all professional standards and requirements applicable to the organization.

During the fieldwork and reporting phases, Michael will assist with any difficult accounting and reporting issues, provide technical support for the engagement team, and assist the engagement team with implementing new auditing standards. He is very detail-oriented and spends significant time researching standards and regulations to ensure compliance with the proper rules and regulations. He will review the audit report and financial report to ensure they have been prepared accurately. Michael goes to great lengths to make himself available to the engagement staff and clients so he can answer questions, help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

### Presentations

---

- Audit presenter at Council and Board Meetings for numerous Oregon municipal entities
- Presenter at continuing education training sessions on a variety of governmental accounting and auditing topics

### Education, Designations, and Professional Memberships

---

- Bachelor of Science in Accounting and a Master of Business Administration in Professional Accounting from Canisius College.
- Master of Library and Information Studies from State University of New York at Buffalo
- Certified Public Accountant #14637
- Licensed Oregon Municipal Auditor #1627

### Similar Clients Serviced

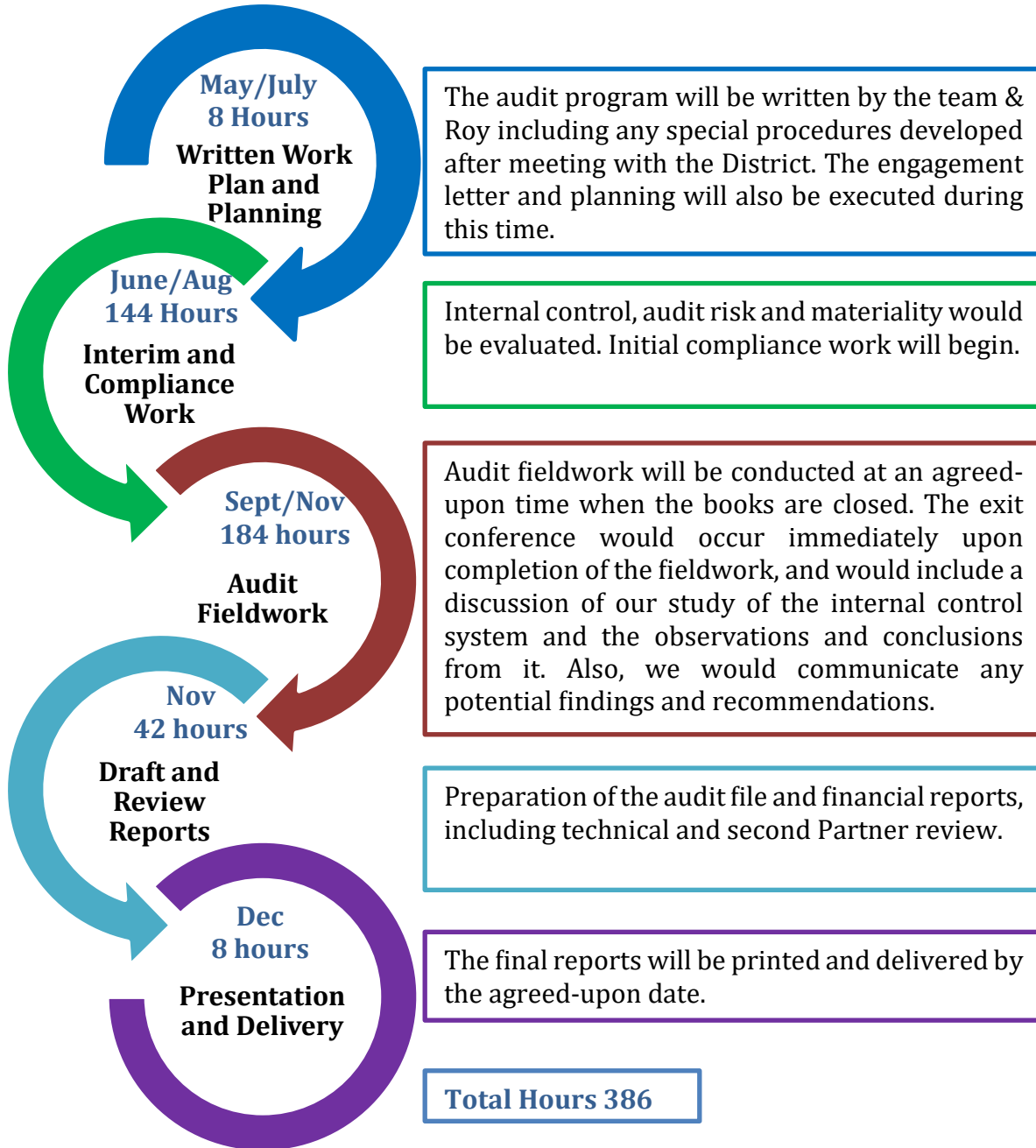
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- Woodburn School District
- Northwest Regional Education Service District
- Reynolds School District
- Gresham-Barlow School District

## Approach to the Engagement

### Timeline for Completing the Engagements

**Note:** These hours are an estimate based upon our experience auditing municipal governments. Since we do not bill by the hour, other than for special projects, we will spend whatever amount of time is necessary to meet professional standards and perform the audit in accordance with the proposal. Below is the timeline for the audit noted in the RFP.



**Approach of Engagement (Continued)**

<u>Estimated Hours by Team Member</u>	
Staff Accountant	142
Team Lead	189
Managers	36
<u>Partner in Charge</u>	<u>19</u>
Total	386

**Note:** With the advent of so much remote work work being done we don't exactly how much work will be necessary to perform onsite.

**Planning**

Annually, our firm develops and updates audit programs for all of our audit clients, specifically tailored for Oregon School Districts. This process involves the firm's Partners, Managers and Senior Associates, and is designed to develop programs that meet all professional standards of the American Institute of Certified Public Accountants and the *Minimum Standards for Audits of Oregon Municipal Corporations*. During this time, the team would contact the District's personnel to discuss areas of emphasis, timing of fieldwork and reporting or other ways our firm can better meet the needs of the District.

To help provide timely audit reports, we normally perform interim work during a mutually agreeable time. We will send an "Audit Itinerary" early in the fiscal year which includes your audit team contact information as well as interim and final audit preparation lists.

**Understanding Corvallis School District Internal Controls**

During interim work, we perform a review of the accounting records in use and conduct an evaluation of internal control as required by generally accepted auditing standards and, when applicable, *Government Auditing Standards*. Our process of gaining an understanding of internal control entails interviewing various accounting staff to develop written walkthrough documents that highlight key controls and control weakness, filling out control checklists, as well as discussions with supervisory staff on areas where controls may be lacking. Any deficiencies encountered in the accounting records or internal control, together with our recommendations, will be discussed with Management at that time. This procedure may permit implementation of corrective action prior to issuance of the audit report and management letter. The work to be performed would include documentation of our understanding of the District's system of internal accounting controls, initial testing of the accounts payable controls and payroll controls, and initial testing of management's reconciliation procedures for higher risk balance sheet accounts such as cash and investments. Our audit procedures will be developed to target risks identified during our risk assessment of all account balances and transaction classes.

For an audit in accordance with the Single Audit Act, we begin our study and evaluation of the internal control system governing the federal financial assistance programs and begin to assess control risk. This is performed using checklists and procedures developed through years of experience and the most current authoritative guidance. We will also thoroughly research the federal grants selected and use all the OMB circulars and compliance supplements for all areas that we test. Samples are taken and tests performed to ensure processing of data in accordance with prescribed policies and procedures and good management practices. All samples will be the product of "random" sampling, and sample sizes are in accordance with GAO's government auditing standards requirements and will be large enough to assess the control risk at the low level. This work is done once we receive issued federal compliance supplements which are expected in late summer but can be as late as October/November which was the case in 2021.

## **Understanding Corvallis School District's Internal Controls (Continued)**

Also, we can document the District's compliance with many of the laws and regulations applicable to a Single Audit such as allowable cost, Davis-Bacon Act and procurement procedures. Any problems encountered during our interim tests will be discussed with Management at the conclusion of our on-site interim fieldwork.

### **Analytical Procedures and Substantive Audit Tests**

In conjunction with the District's personnel, we will schedule a period of time to complete the final work at the District. The audit team would usually consist of two to three accountants. During this time, we will complete our testing of the internal control system and begin substantive testing of the District's accounts.

Once we get a copy of the final general ledger we will perform an initial analytic review that will highlight areas where there may be significant changes from prior years. We will then determine if these changes are reasonable and this will dictate the level of risk and testing to be applied to each area of the audit.

The substantive testing will include independent confirmations where practical and needed, or examination of subsequent activity, when efficient. Our procedures will include testing the reconciliation of the District's property tax receipts with those of the County Treasurer, confirmation of revenues received from the State of Oregon and confirmation of any other significant grants or revenues. Tests of expenditures will include sampling of both accounts payable and payroll cycles to ensure adequate coverage. On certain accounts we will perform detailed analytic work that would entail predicting the ending account balance and comparing that with the actual balances, and then determining if the difference is reasonable. If not, we would perform additional tests on that account. We will also perform detailed substantive tests on all other significant balance sheet and income statement accounts.

If there are any audit adjustments we will discuss this with management and give you our reasoning before we proceed with the adjustment. We won't surprise you with journal entries that are not discussed!

We would complete the grant compliance review during this phase, if necessary. Our program guides will be completed and conclusions documented relating to the assertions implicit in grant compliance and financial reporting.

### **Financial Reporting Review and Analysis**

The reporting phase of the engagement will be initiated in the field and completed in our office after completion of on-site fieldwork. The reporting phase would be handled by the team. This phase of the audit will include completion of our audit files, analysis and comparisons, as well as a detailed review of the financial statements.

## **Financial Reporting Review and Analysis (Continued)**

The review component of the audit includes a review of all workpapers, documents and the financial reports by the team involved in the audit, as well as the compliance manager and manager on the job. At a minimum your audit file and financial statements have three different reviews. The Concurring Partner also performs a technical review of the financial statements and reviews the workpapers for completeness and reviews any important accounting issues, the communication of internal control matters and communication with the governing body, if applicable, and the attorney letter.

## **Use of Corvallis School District Personnel**

This proposal is based on the anticipated cooperation of District's personnel and the assumption that the District's books will be balanced, reconciled and all accruals made. It is also understood that the District will prepare all mutually agreed-upon internal financial schedules, and upload all requested files to our secure Sharefile portal. The schedules we request the District to prepare are no more than those which would be required to prepare a hard, well-documented close of the books at year-end. We request the District prepare all confirmation letters, retrieve documents, answer questions and, of course, prepare the financial statements as early in the audit process as possible so that we can audit the financials.

We do not foresee any anticipated issues with the audit of the District. However, it is possible that issues will arise during the course of the audit. We will keep you up to date of any major audit issues as we become aware of them.

## **Ability and Willingness to Provide Constructive Suggestions**

Due to our extensive experience with Oregon governmental audits, we are able to focus on the critical areas and perform the audit in the most efficient manner possible. We can offer valuable suggestions to the District, as well as compare your procedures with other similar entities. These advantages have kept us in the forefront of municipal auditing in Oregon. As we audit and advise clients, major issues are addressed and solved. We then rely on conversations with client management to address minor issues, and advise upper management and Governing Bodies of our clients when major issues arise.

We are not shy in discussing sensitive topics with any level of management. We never blind-side our clients with un-reviewed management letter comments, and are agreeable to modifying language that does not dilute the message but enhances readers' understanding of the issues.

## **Board of Directors**

Annually in the planning phase we will send a letter to the Board of Directors requesting information on potential audit areas of interest that we should delve into further. We find that this questionnaire is essential in designing our audit tests. For each issue identified in the questionnaire we will gain a better understanding of the issue and address it as part of our audit process. Upon completion of the audited financial report we will send the Board a letter detailing the findings of our audit as well as a description of key audit areas and future accounting and auditing pronouncements.

## Statement of Services

The year-end audit report, which we will prepare, will be addressed to the Board and will include:

- Basic financial statements including footnotes;
- Other financial schedules, including “Supplementary Information” consisting of combining and individual fund financial statements, Schedule of Financial Awards, revenue and expenditure summaries;
- Independent Auditors Report required by Oregon State Regulations;
- Required supplemental information including the Schedule of the Proportionate Share of the Net Pension Liability- Oregon PERS, RHIA and the Schedules of Contributions
- Schedule of Expenditures of Federal Awards (prepared by District)
- Internal Accounting Control Opinions in accordance with Government Auditing Standards and OMB Uniform Guidance.
- Schedule of Findings and Questioned Costs.
- Management letter, if required
- Required communications to Board
- 5 bound copies of the audit report and one electronic copy
- Copies of working final balances adjusting journal entries at conclusion of audit
- Other schedules as needed
- The ODE required SIA Audit procedures

**Audit Fees**

Our not-to-exceed fees for the years ending June 30, 2022, 2023, and 2024 for Forest Grove School District are listed below. The fees are based on the anticipated cooperation of the District's staff, and on the assumption that the books will be closed, balanced and all appropriate accounts reconciled to the detail and that the trial balance will have been prepared and made available to us before we begin our final fieldwork. It also includes the auditing standards in effect for this year, but not changes in standards or potential scope of work changes that might occur in future years. These fees are inclusive of all staff time, all services outlined below and all of our out-of-pocket expenses for travel, and supplies.

Telephone calls and emails from the District seeking advice or assistance are welcomed anytime during the year, and such calls are anticipated as part of the total proposed fee. Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of Pauly, Rogers and Co., P.C. A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the District properly deal with issues as they arise.

Services	For Year Ending June 30, 2022	For Year Ending June 30, 2023	For Year Ending June 30, 2024
Annual Audit	\$32,275		
Financial Statements	\$6,950		
Single Audit	(1) \$3,000		
Total	\$42,225	(2)	(2)

1. This includes one program with an additional \$1,500 for each additional program required to be audited.
2. Future years fees will increase from a floor of 4% to a maximum of 8% per year based on inflation and staffing salary increases plus the costs of implementing any new standards or work required. All fees will be discussed before performing the work.
3. Includes ODE required SIA audit procedures.

**We do not bill by the hour for audits except special projects. So we have not extended the hours by our normal billing rates. We know what it takes to complete an audit and will put in all efforts to complete it professionally without the constraint of being subject to only performing hours in accordance with a budget.**

### **Rates for Additional Professional Services**

Pauly, Rogers and Co., P.C. can provide the District with a variety of services in addition to the annual audit. Special reports, projects or other work undertaken at the client's request is billed at the following hourly rates for 2021: Managing Partner \$200, Partner \$180, Manager \$150, Senior Associate \$140, Associate and Staff Accountant \$120 and Support Staff \$55. At the time of the request, we would estimate the fee to be charged and seek written approval of that fee. Special projects could be unit-priced or receive a reduced fee if they were scheduled at times when we are less busy with audit work.

We are confident you will find our firm has the experience and ability to provide the excellent auditing and advisory services you require. You need a firm that understands how School Districts operate. We are on the leading edge of governmental auditing in the State of Oregon, serving more entities than any other firm. We want to continue to be Corvallis School District's auditors!

Roy R. Rogers, CPA, as signer of this letter, is authorized to make representations and to execute a personal services contract on behalf of the firm. We accept the terms and conditions of this proposal and we are ready to enter into this contract with the District. This proposal is a firm and irrevocable offer for ninety (90) days from the date of submission on February 24, 2022. We may be reached at the address and the telephone number listed on page one (1) of this letter should you have any questions.

Very truly yours,



Roy R. Rogers, Managing Partner  
PAULY, ROGERS AND CO., P.C.



# Corvallis

SCHOOL DISTRICT

VIII.B. Approve E-Rate Support Contract for Broadband Services



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Drew Hinds, Director of Technology Services  
Meeting Date: March 17, 2022

### **E-Rate Support Contract for Broadband Services**

### **ACTION REQUESTED**

#### Background

The district relies on our intra-district and external networks to transport data to meet the needs of learning and business operations. The current 3-year contract with Comcast Business Communications, LLC for these services will expire June 30, 2022.

The Technology Department has completed a feasibility study for connecting to the City of Corvallis fiber infrastructure as an effective and sustainable avenue to meet this high priority need. While there is strong potential for this collaborative project and support from the City of Corvallis, the results of the study suggest a 2-3 year timeline for planning and implementation.

An E-Rate Form 470 (request for proposal) for broadband services was filed January 12th, 2022 with proposals due February 9th, 2022. Comcast Business Communications, LLC was selected as the most effective vendor for these services. Cost and quality of service was the greatest factor within the selection criteria which aligned with the Federal E-rate procurement guidelines.

The attached 3-year term contract will serve the data transport needs of the district as we work to research, develop and implement a district-wide network.

E-Rate funding is available to support this service at 60% of service cost. It is in the district's best interest financially to leverage this funding opportunity to meet a critical need within the district.

The attached contract must be submitted to USAC (E-rate administration agency) by March 22, 2022.

#### Involvement

Drew Hinds, Director of Technology Services

Cost Impact

Annual Service Cost:	\$188,240.52
E-Rate funding:	\$112,944.31
District Cost	\$75,296.21

ACTION REQUESTED

Authorize staff to purchase broadband services from Comcast Business Communications, LLC to meet the needs of learning and business operations.

MOTION REQUESTED

“I move to authorize staff to purchase broadband services in a three-year contract from Comcast Business Communications, LLC not to exceed an annual contracted service cost of \$189,000.

# E-Rate Services Proposal

Corvallis School District 509J  
**Request for Proposal**

Data Services  
January 18, 2022

Raymond Hill  
Strategic Enterprise Account Executive  
11308 SW 68th Parkway  
Tigard, OR 97223  
360-606-4393  
Raymond\_Hill@comcast.com



# COMCAST BUSINESS

## Transmittal Letter

January 18, 2022

Drew Hinds  
Corvallis School District 509J  
1555 SW 35th St  
Corvallis, OR 97333

Dear Drew Hinds,

Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with Corvallis School District 509J and its representatives. Comcast is pleased to provide this proposal (the "proposal") to Corvallis School District 509J ("Corvallis School District 509J") for services in response to the request for proposal; form 470 application number 220012552 dated January 12th, 2022 with an allowable contract date of February 9th, 2022 for Corvallis School District 509J.

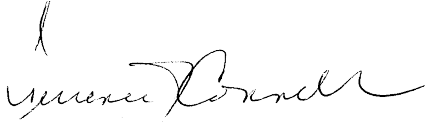
Corvallis School District 509J is responsible for compliance with applicable state and local procurement laws. It is our understanding that Corvallis School District 509J, based on this request for proposal, is not seeking services pursuant to the State Procurement code or under a current cooperative purchasing agreement between Comcast and the State under which Corvallis School District 509J is a qualified buyer.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, Raymond Hill, at 360-606-4393, with any questions, comments, or concerns.

No statement made in the proposal shall be considered a contractual term unless expressly included in the Services Agreement or as agreed upon by the parties as a result of contract negotiations. ***This proposal and the Comcast Services Agreement comply with all USAC guidelines, including the Lowest Corresponding Price rules.*** Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,

**Comcast Business Communications, LLC**



Terrence J. Connell  
Senior Vice President

# COMCAST BUSINESS

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**Comcast Business Communications, LLC**, a Pennsylvania limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries (including, but not limited to, Comcast Cable Communications Management, LLC); together offering services throughout this Network Service Proposal identified as “Comcast”.

# COMCAST BUSINESS

## Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. We bring scalability, reliability, resiliency, and leading-edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep advanced network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Corvallis School District 509J will be able to exchange data at the proposed speeds from each site.

Comcast's proposal offers a flexible solution that is capable of meeting your demands. Other Comcast advantages include:

### Performance

- Performance improvements and managed costs as compared to legacy WAN technologies like T1, Frame Relay, ATM, and private lines

### Resilient, robust enhanced network to support your operations.

- Redundant core network architecture
- A network covering 184,000 fiber route miles

### Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 100Gbps

### Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for advanced, efficient, and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 90 days.

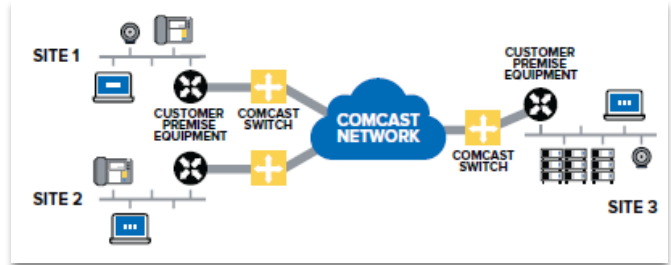
# COMCAST BUSINESS

## Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

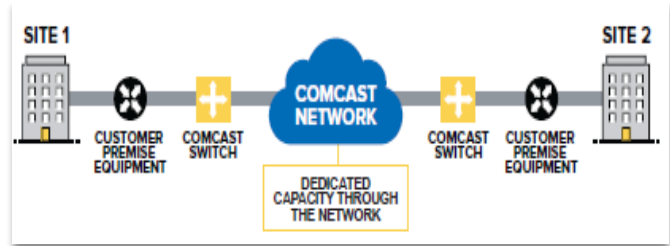
### Comcast Ethernet Network Service

Comcast Ethernet Network Service is a reliable, cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or ATM, offering a flexible and scalable network solution. Perfect for organizations with many locations and high data traffic, Comcast Ethernet Network Service enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN).



### Comcast Ethernet Private Line Service

Comcast Ethernet Private Line Service is a reliable, flexible, high bandwidth alternative to traditional TDM Private Lines, enabling customers to connect their Customer Premises Equipment (CPE) using a low-cost Ethernet interface. Your organization can meet the demand of bandwidth-intensive applications without disrupting your internal customers' needs with flexible, scalable point-to-point configurations delivering high-capacity fiber connections between two sites.



## Proposed Solution

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

## Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

# COMCAST BUSINESS

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering superior flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

## Additional Services Available

### Comcast Business DDoS Mitigation Service

Comcast Business Ethernet Dedicated Internet (EDI) is enabled with threat defense and mitigation functionality to respond to DDoS volumetric and flood attacks.

Comcast Business DDoS Mitigation is a subscription-based network service that proactively detects DDoS attack traffic, alerts the customer when an attack is under way, and initiates mitigation to thwart the attacks. Comcast Business DDoS Mitigation Service provides real-time detection of volumetric and flood attacks such as UDP Floods, Web Flood, and DNS Application Floods.

Comcast Security Operations works closely with the customer to provision the service based on customer and network information, preconfigure countermeasure options and run acceptance tests to enable effective mitigation before service activation. Comcast monitors the customer network traffic for a specified set of IP addresses to be protected. When a DDoS attack is identified, an alert is sent to the customer via email and/or SMS to notify them of the attack.

During the mitigation process, Comcast diverts the customer's traffic, including DDoS attack traffic directed at the customer servers, to scrubbing centers distributed across the U.S. to filter and remove malicious traffic matching specific attack vectors. Simultaneously, the clean legitimate traffic is forwarded to the customer's network and servers through the use of a secure tunnel. Comcast Business DDoS Mitigation enables continued uptime of the customer's Internet business services during a DDoS attack.

### DDoS MITIGATION SERVICE OPTIONS

Comcast Business DDoS service options and the accompanying mitigation options are designed for customers' security sensitivities, attack frequency, and time period. Customers are mitigated 24x7x365 in the Comcast Business Security Operations Center.

#### Unlimited Subscription

Your subscription includes an unlimited number of mitigation incidents in a monthly billing cycle. No additional mitigation incident fees will be charged with this subscription level. With this option, there are two choices:

1. Automatic mitigation. SLA: Within 5 minutes
2. On-demand mitigation. SLA: Within 15 minutes

### Managed Router

The Comcast Business Managed Router sits at the customer premises between the LAN and the network. Our router is available over internet circuits and can handle a variety of protocols to help you meet your performance requirements. The router includes a stateful firewall with standard templates or customization capabilities to meet your specific network requirements. Stateful inspection keeps track of each connection in the state table, with three standard capabilities: Disable, Normal and Strict.

### Comcast Business SD-WAN

Comcast Business Software-Defined Wide Area Networking (SD-WAN) leverages our software-defined networking platform to deliver virtual network functions, creating a connectivity service that is highly available, application-oriented, simple to operate and cost-effective. A next generation virtual private network (VPN) over Internet transport, our SD-WAN solution tightly integrates a massively scalable set of virtual network functions for ease of operations and management.

# COMCAST BUSINESS

At the core of Comcast Business SD-WAN are three key capabilities: VPN (securely encapsulating customer data), Internet security and firewall, and dynamic routing functions. It allows distributed enterprise WANs to be centrally configured, managed and pushed out to geographically dispersed locations consistently and cost effectively. SD-WAN reduces dependence on proprietary premises-based equipment and its expensive, labor-intensive management, while offering unprecedented levels of network agility.

Valuable features include application-based routing and local Internet breakout, the ability to support load balancing/failover between Comcast connections and customers' existing networks and the flexibility to support multiple WAN topologies, including any-to-any, hub and spoke and full mesh.

## Comcast Business Voice Services

Comcast Business offers a complete portfolio of voice services supported by one of the largest VoIP networks in the country. The Comcast Business Advanced Voice portfolio, which includes Comcast Business VoiceEdge™ and Comcast Business SIP and PRI Trunking, offers scalable solutions that build efficiency in any business.

# COMCAST BUSINESS

## Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

### Option One: Ethernet Network Service (ENS) and Ethernet Private Line (EPL):

Location and Service	Qty.	Product	Bandwidth	MRC
<b>Comcast Ethernet Network Service (Basic CoS)</b>				
Corvallis School District Admin 1555 SW 35TH ST, Corvallis OR 97333	1	ENS	6,000 Mbps	\$2,036.90
Corvallis HS 1400 NW Buchanan AVE Corvallis OR 97330	1	ENS	2,000 Mbps	\$1,301.34
Crescent Valley HS 4444 NW Highland DR, Corvallis OR 97330	1	ENS	2,000 Mbps	\$1,301.34
Lincoln Elementary 110 SE Alexander Ave, Corvallis OR 97333	1	ENS	1,000 Mbps	\$926.08
Linus Pauling Middle 1111 NW Cleveland Ave, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Garfield Elem - 1205 NW Garfield AVE, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Adams Elem - 1615 SW 35TH ST Corvallis OR 97333	1	ENS	1,000 Mbps	\$926.08
Jefferson Elementary - 1825 NW 27TH ST, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Wilson Elementary - 2710 NW Satinwood ST, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Mountain View Elem - 340 NE Granger AVE, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Hoover Elementary - 3838 NW Walnut BLVD, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Harding Center HS - 510 NW 31ST ST, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
Cheldelin Middle - 987 NE Conifer BLVD, Corvallis OR 97330	1	ENS	1,000 Mbps	\$926.08
<b>Comcast Ethernet Private Line (Basic CoS)</b>				
<b>A Location</b>	<b>Z Location</b>			
Corvallis SD Admin 1555 SW 35TH ST, Corvallis OR 97333	Corvallis SD LBL ESD 905 4TH AVE SE, ALBANY OR 97321		1	EPL 2,000 Mbps \$1,786.33
<b>Total Monthly Recurring Charge (36 Month Term)</b>				<b>\$15,686.71</b>
<b>Total Non-Recurring Charge</b>				<b>\$0</b>

# COMCAST BUSINESS

**Additional Upgrade Option One: Ethernet Network Service (ENS) and Ethernet Private Line (EPL):**

Options	Contract Term	Product	Bandwidth	Qty	Monthly Recurring Charge	Non-Recurring Charge
1	36 Months	ENS	2,000 Mbps	1	\$1,301.34	\$0.00
2	36 Months	ENS	5,000 Mbps	1	\$1,799.11	\$0.00
3	36 Months	ENS	6,000 Mbps	1	\$2,036.90	\$0.00
4	36 Months	ENS	10,000 Mbps	1	\$2,385.00	\$0.00
5	36 Months	EPL	2,000 Mbps	1	\$1,786.33	\$0.00
6	36 Months	EPL	5,000 Mbps	1	\$2,019.22	\$0.00
7	36 Months	EPL	10,000 Mbps	1	\$2,667.10	

**Terms and Conditions**— unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein *complies with USAC rules regarding Lowest Corresponding Price and* is based upon the specific product/service mix and locations outlined in this proposal, is subject to Comcast standard terms and conditions for those products and services and the Comcast E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

## Technical Specifications

### Ethernet Network Service Description

#### Service description

Comcast Ethernet Network Service (ENS) enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS is a reliable, more flexible, scalable, and cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or IP VPNs.

ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps/100Mbps, 1Gbps, 10Gbps and 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments from 1Mbps to 100Gbps.

Comcast's Ethernet Network Service is Certified MEF Compliant.



#### Section 1. Technical specifications

**1.1 Ethernet User-to-Network Interface.** The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100Mbps	100BaseT	1Mbps	25,000
1Gbps	1000BaseT or 1000BaseSX	10Mbps	250,000
		100Mbps	2,500,000
10Gbps	10GBASE-SR or 10GBASE-LR	1Gbps	25,000,000
		10Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

**1.2 Maximum number of UNIs.** The service supports up to 100 UNIs per network. Additional UNIs are considered on an Individual Case Basis (ICB).

**1.3 Class of Service options.** The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HFC) Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

**1.4 CoS identification and marking.** The customer must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

Performance Objective	Class of Service (CoS)		
	Premium	Priority	Basic
Services (< 250 miles)			
Latency (one way)	< 12ms	< 23ms	< 45ms
Latency (Fiber-only, PT1)	7ms	N/A	N/A
Jitter (one way)	< 2ms	< 10ms	< 20ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net and Off-Net Services delivered via Fiber)	> 99.99%	> 99.99%	> 99.99%
Availability (On-Net Services delivered via HFC Network)	N/A	>99.9%	>99.9%
Availability (Off-Net Services delivered via Non-Fiber)	> 99.9%	> 99.9%	> 99.9%

Figure 2: CoS Performance Objectives

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

**1.5 Traffic management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard this traffic. For packets marked with a nonconformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

**1.6 MAC addresses.** Comcast supports up to 250 MAC addresses per UNI and up to 2500 MAC addresses per ENS Domain.

**1.7 Maximum frame size.** Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

**1.8 VLAN Tag preservation.** The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned Customer Premise Equipment (CPE) without coordination with Comcast. Comcast may reserve one VLAN for network management purposes.

**1.9 Ethernet Service frame disposition.** Different types of Ethernet frames are processed differently by the service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 4 for Comcast's service frame disposition for each service frame type.

Service Frame Type	Service Frame Delivery
Unicast	All frames delivered unconditionally
Multicast	All frames delivered conditionally
Broadcast	All frames delivered conditionally

Figure 4: Service Frame Delivery Disposition

# COMCAST BUSINESS

**1.10 Layer 2 Control Protocol (L2CP) processing.** The service will discard, tunnel across the Comcast network, or peer (process) L2CP service frames at each UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

Destination MAC Address	Layer 2 Control Protocol	L2CP Frame Disposition
01-80-C2-00-00-00	STP, RSTP, MSTP	Discard (All UNIs)
01-80-C2-00-00-01	PAUSE	Discard (All UNIs)
01-80-C2-00-00-02	LACP, LAMP	Discard (All UNIs)
01-80-C2-00-00-02	Link OAM	Peer or Discard (disposition specified per UNI)
01-80-C2-00-00-03	802.1X	Discard (All UNIs)
01-80-C2-00-00-07	E-LMI	Discard (All UNIs)
01-80-C2-00-00-0E	LLDP	Discard (All UNIs)
01-80-C2-00-00-20 through 01-80-C2-00-00-2F	GARP, MRP	Tunnel (All UNIs)

Figure 5: L2CP Frame Disposition

**1.11 Online reporting.** Comcast provides the customer with password-protected access to online reports containing historical network traffic information. Reports may vary based on the customer solution.

## Section 2. Monitoring, technical support and maintenance

**2.1 Network monitoring.** Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

**2.2 Technical support.** Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE not provided by Comcast.

**2.3 Escalation.** Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Comcast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.

**2.4 Maintenance.** Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

## Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

**3.1 Availability.** Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

**3.2 Mean Time to Respond.** Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

**3.3 Mean Time to Restore.** Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

## Section 4. Customer responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

**Customers have the following responsibilities related to the installation, support, and maintenance of the Service.**

**4.1** Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

**4.2** Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

**4.3** Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

**4.4** Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

**4.5** Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

**4.6** Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

**4.7** The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

**4.8** Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

**4.9** Emergency local generator backup service, if applicable.

**4.10** Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

**4.11** Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

**4.12** Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

## Section 5. Definitions

**5.1 Latency.** Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

**5.2 Jitter.** Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

**5.3 Packet Loss.** Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

## Ethernet Private Line Description

### Service description

Comcast Ethernet Private Line (EPL) Service is a reliable, more flexible, higher bandwidth alternative to traditional TDM Private Lines. The service enables customers to connect their Customer Premises Equipment (CPE) using a lower cost Ethernet interface. EPL enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast.



EPL provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps/100Mbps, 1Gbps, 10Gbps and 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 100Gbps.

Comcast's Ethernet Private Line Service is Certified MEF Compliant.

### Section 1. Technical specifications

**1.1 Ethernet User-to-Network Interface.** The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100Mbps	100BaseT	1Mbps	25,000
1Gbps	1000BaseT or 1000BaseSX	10Mbps	250,000
10Gbps	10GBASE-SR or 10GBASE-LR	100Mbps	2,500,000
		1Gbps	25,000,000
100Gbps	100GBASE-LR4	10Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

**1.2 Class of Service Options.** The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic over lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 network miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HFC) Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

Performance Objective	Class of Service (CoS)		
	Premium	Priority	Basic
<b>Services (&lt; 250 miles)</b>			
Latency (one way)	< 12ms	< 23ms	< 45ms
Latency (Fiber-only, PT1)	7ms	N/A	N/A
Jitter (one way)	< 2ms	< 10ms	< 20ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net and Off-Net Services delivered via Fiber)	> 99.99%	> 99.99%	> 99.99%
Availability (On-Net Services delivered via HFC Network)	N/A	>99.9%	>99.9%
Availability (Off-Net Services delivered via Non-Fiber)	> 99.9%	> 99.9%	> 99.9%

Figure 2: CoS Performance Objectives

**1.3 CoS Identification and Marking.** Customers must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

**1.4 Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

**1.5 Maximum Frame Size.** Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

**1.6 VLAN Tag Preservation.** The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned CPE without coordination with Comcast. Comcast may reserve one VLAN for network management purposes.

**1.7 Ethernet Service Frame Disposition.** The service delivers all service frames associated with the EVC unconditionally across the network as specified in Figure 4.

Service Frame Type	Service Frame Delivery
Unicast	All frames delivered unconditionally
Multicast	All frames delivered unconditionally
Broadcast	All frames delivered unconditionally

Figure 4: Service Frame Delivery Disposition

**1.8 Layer 2 Control Protocol (L2CP) Processing.** Certain L2CP frames are discarded at the UNI, tunneled across the Comcast network or peered at (processed by) the UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

# COMCAST BUSINESS

Destination MAC Address	Layer 2 Control Protocol	L2CP Frame Disposition
01-80-C2-00-00-00	STP, RSTP, MSTP	Tunnel (All UNIs)
01-80-C2-00-00-01	PAUSE	Discard (All UNIs)
01-80-C2-00-00-02	LACP, LAMP	Discard (disposition specified per UNI)
01-80-C2-00-00-02	Link OAM	Peer or Discard (disposition specified per UNI)
01-80-C2-00-00-03	802.1X	Tunnel (All UNIs)
01-80-C2-00-00-07	E-LMI	Tunnel (All UNIs)
01-80-C2-00-00-0E	LLDP	Tunnel (All UNIs)
01-80-C2-00-00-20 through 01-80-C2-00-00-2F	GARP, MRP	Tunnel (All UNIs)

Figure 5: L2CP Frame Disposition

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# COMCAST BUSINESS

## Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

### Project Kickoff Meeting

Comcast Business Communications, LLC project management team will conduct a “Customer Implementation Call” to discuss the overall project. Each location will be discussed for accuracy in terms of relay rack space, appropriate power, etc.

### Comcast Service Delivery Major Milestones:

- **Outside and Inside Surveys** – Comcast will conduct outside plant and customer site surveys.
- **Permits & Right of Entry Agreements** – Comcast will obtain required permits and work with property owner to obtain Right of Entry/Access agreements.
- **Service Configurations** – Comcast National Team will implement Network Core Configurations.
- **Outside and Inside Fiber/Coax Construction** – Comcast will complete outside and inside construction.
- **Customer Premise Equipment Installation/Plant Test Date (PTD)** – Comcast will dispatch to the customer’s premise to install CPE, connect CPE to Fiber, and call Comcast Test & Turn-up to complete plant test.
- **Firm Order Commit (FOC)** – Comcast Service will be available to the customer. **FOC is 90 calendar days from customer signature.**

### Comcast Responsibilities:

- Construct all OSP and ISP fiber optic cabling up to the agreed upon locations from the site survey forms and connect locations.
- Call for locates of public utilities in the right of way.
- Restoration of disturbed grounds.
- Assemble, configure and install all Comcast provided network equipment on customer premise.
- Test and verify all appropriate fiber connections.
- Test and verify all appropriate data interfaces/connections and verify throughput.
- Provide 24x7x365 network monitoring.
- Provide contact list information including escalation procedures and NOC information.
- Provide documentation detail services including customer network interface drawings.
- If applicable, provide any additional agreements per site survey document.

Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

**Additional information can be provided upon request.**

# COMCAST BUSINESS

## Company Overview

Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation's largest with over \$103 billion in revenue in 2020. Comcast is one of the nation's leading providers of information, communications and entertainment products and services with over 28.4 million Internet customers, 9.6 million voice customers, 19 million video customers and 2.4 million business customers.

With over 168,000 employees, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 82,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 184,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast's advanced network delivers reliable and scalable services for businesses of any size.

## Diverse Network with National Reach



 <b>Over 1 million</b> Ethernet-enabled buildings	 Capacity that scales up to <b>100 Gbps</b>	 <b>184k</b> fiber route miles	 <b>700+</b> connected data centers	 One of the largest Voice over IP providers in the nation
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Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of one of the largest cable communication companies in the United States and headquartered in Philadelphia. Building upon Comcast and its subsidiaries' reputation as pioneers in developing innovative communications products and services for consumers, Comcast Business is bringing innovative technology and service capabilities to businesses, government, and educational organizations within Comcast Cable markets.

# COMCAST BUSINESS

Comcast Business leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to commercial customers. An advanced network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast Business to deliver superior broadband services to a range of businesses and organizations — small, medium, and large.

Consistent with Comcast Business' strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast Business has made significant investments in its technologies, business, and operating support systems, as well as network professionals. These investments have resulted in scalable services, an advanced network, and superior service levels for those businesses and organizations served in the Comcast Business markets. Also, the extensive footprint of the network allows Comcast Business to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast Business and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast Business visit <http://business.comcast.com/about-us/comcast-business>.

## Diversity, Equity, and Inclusion (DE&I)

At Comcast NBCUniversal, we strive to make every employee feel valued and respected for who they are and the unique contributions they make. We believe that a diverse and inclusive company is a more innovative and successful company, which is why we aim to infuse diversity, equity, and inclusion (DE&I) into all aspects of our culture and our business. For us, DE&I is not a program — it is a central element of our credo and our DNA. Our approach to DE&I is focused on five key pillars: Governance, Workforce, Supplier Diversity, Programming, and Community Impact.

### Supplier Diversity

Comcast NBCUniversal is widely recognized for our robust Supplier Diversity program, and in 2015 we became the first media and technology company inducted into the Billion Dollar Roundtable. We have more than 3,000 minority-owned businesses in our supplier network, including businesses owned by women, people of color, veterans, individuals with disabilities, and LGBTQ individuals. Since 2011, we have spent more than \$22.7 billion with diverse Tier I suppliers, and nearly \$2.9 billion with diverse Tier II suppliers since 2012.

### Community Impact

We have a long history of supporting local communities and organizations wherever we do business. We use our voice, resources, and reach to create positive and substantive change in people's lives in our communities. Every day, we roll up our sleeves, reach out to our neighbors and work hard to make a difference in the communities we serve. We open young people's eyes to possibilities through partnerships with organizations like Big Brothers Big Sisters of America, Boys & Girls Clubs of America, and City Year.

Another example of our involvement in the community includes our Internet Essentials Program, which was launched in 2011 to help bridge the digital divide, offering low-income families affordable high-speed broadband service and partnering with local school districts and nonprofits to provide digital literacy training. To date, Internet Essentials has connected a cumulative total of [more than 10 million Americans](#) to all the opportunities the Internet has to offer – from education and job skills training to healthcare resources.

### Sustainability

We believe in protecting the environment where we live and work, so we have a sustainable planet now and in the future. Across our businesses, we are working to improve our footprint by minimizing our greenhouse gas (GHG) emissions, sourcing more renewable energy, reducing waste, and increasing our energy efficiency, among other efforts.

Additional information regarding Comcast's DE&I, Community Impact, and Sustainability initiatives are available at: <https://corporate.comcast.com/impact>

# COMCAST BUSINESS

## Financial Qualifications

Comcast Business is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast Business receives its funding. As such, Comcast Business is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast Corporation financial statements and earnings press releases posted on the Comcast Corporate web page: <https://www.cmcsa.com/financials/annual-reports>.

## Awards and Honors



Over the years, Comcast Business has been credited with a number of awards for excellence in the services and support we provide. In 2015, Comcast Business received the MEF Enterprise Application of the Year for Education. This award recognizes the most innovative use of Carrier Ethernet (CE) services to meet the requirements of education-related applications. Comcast Business is the first carrier in the world to be MEF CE 2.0 certified, leading the industry and demonstrating our commitment to enterprises.

Additional information regarding Comcast's industry awards is available at <https://business.comcast.com/awards>

## General Information

<b>Legal Name of Business</b>	Comcast Business Communications, LLC (CBC)
<b>Ownership Structure</b>	Limited Liability Corporation and Wholly owned subsidiary of Comcast Corporation
<b>Years in Business</b>	CBC began offering services to small businesses in 2006.
<b>Corporate Officers</b>	Terrence J. Connell, Senior Vice President Shawn Adamson, Vice President Michael D. Maloney, Vice President
<b>Accounting &amp; Disbursements</b>	Michael Salvia, Vice President, Finance
<b>FEIN</b>	23-1709202 (Comcast Cable Communications Management, LLC)
<b>Bank Reference</b>	Wells Fargo 101 North Independence Mall East Philadelphia, PA 19106 JP Morgan Chase Bank, N.A. 14800 Frye Road Fort Worth, TX 76155-2732

# COMCAST BUSINESS

## E-Rate Overview

### Working Knowledge of Federal Universal Service Programs for Schools and Libraries

Comcast is an active partner in the education community and has helped thousands of school districts close the gap between the communication services they have and the advanced network services they need. E-Rate-eligible Ethernet network services can enable the future of education by providing high-speed network access to applications that are hosted elsewhere.

Comcast has a successful record of working with schools and libraries that receive funding under the federal Universal Service Support Mechanism for Schools and Libraries (“E-Rate Program”). Comcast provides E-Rate eligible services through its applicable operating affiliates and subsidiaries identified throughout this Network Services Proposal as “Comcast”. We hereby certify that we are listed as a Telecommunications Service Provider (as the Federal Communications Commission defines that term), eligible to provide Universal Service – supported services under the (E-Rate Program). Comcast certifies that it (a) provides the telecommunication services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-Rate Program as a Telecommunications Services Provider.

### Working Knowledge of USF and CTF Programs

Comcast has working knowledge and a successful record of working with school districts that receive funding under the Federal Universal Service Support Mechanism for Schools and Libraries (“E-Rate Program”) and the California Teleconnect Fund (CTF).

### Agreement of Participation

Comcast agrees to comply with the written request of the Applicant (as defined by USAC), its agency, organization and or consultant administering, E-Rate on the Entity’s behalf. Comcast reserves the right to request a LOA, (Letter of Agency) that such party is authorized to receive information on behalf of the Entity (as defined by USAC).

### Information and Documentation

Comcast agrees to provide requested information and or documentation to the Applicant, its agency, organization and or consultant administering, E-Rate on the Applicants behalf within a commercially reasonable period of time.

### Reimbursement Process

Each funding year, applicants are required to notify Comcast of their invoicing mode selection through completion of the Comcast E-Rate Reimbursement Form. Applicants should contact [Erate\\_Funding@cable.comcast.com](mailto:Erate_Funding@cable.comcast.com) to request a copy of this form each year. Applicants who select BEAR Reimbursement are required to file a FCC Form 472 (Billed Entity Applicant Reimbursement (BEAR) Form) providing they have paid in full for the services and are requesting to be directly reimbursed by USAC for the discounted amount. It is the applicant’s responsibility to file a BEAR form online through the Schools and Libraries E-Rate Productivity Center (EPC) system. Billed entities will receive payment directly to their bank account. In order to begin direct BEAR payments, the applicant must have completed an FCC Form 498 to obtain an applicant 498 ID. Applicants who select the SPI Reimbursement method will be invoiced for the non-discounted amount (the applicant’s share of the cost). The applicant is required to pay the non-discounted portion of the cost for services.

## Service Provider Identification Number (SPIN)

SPIN	Service Provider Name	499 Filer
143003990	Comcast Business Communications, LLC	Y
143035551	Comcast IP Phone, LLC	Y
143034516	Comcast Phone, LLC	Y
143013564	Comcast Cable Communications, LLC	N

### FCC Registration Number (FRN)

The Comcast Business Communications, LLC FCC Registration Number, or FRN, is 0004321725.

# COMCAST BUSINESS

## Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

### Network Operations

The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24x7x365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois. Each is staffed to answer any questions, perform changes to existing services and assist with technical troubles. The Customer Care Centers are staffed with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem.

The NOC maintains a dedicated staff of Installers, Engineers (up to Eng4) and NOC technicians who are trained and committed to supporting the demands of our customers. The staff has proficiencies in an array of networks, tools, systems, processes, and technologies. We have dedicated trainers, a process team, metrics analysts, and a QA program. Our team of engineers and technicians have earned industry and specific vendor equipment certifications.

**One-Stop-Shop** – Care for all levels of Business products.

**Planned Maintenance** – Seven-day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBX products.

**Dedicated Project Managers** for accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

**Proactive Monitoring** at the customer premise level allows quick resolution to network issues with fast response times. Comcast will generate a ticket if an alarm has been triggered on our network.

**Enterprise Monitoring** - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

### Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core network. They perform on-site repairs and troubleshooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the “on-site” presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

### Network Security

The Comcast Information Security Policy set defines the rules and processes that protect the information resources of Comcast. This set consists of supporting policies and standards including, but not limited to, Access Control, Business Continuity, Content Protection, Network Security, Physical and Environmental Security, etc. The policies for cybersecurity are reviewed at planned intervals, or if significant changes occur, to ensure their continuing suitability, adequacy, and effectiveness.

# COMCAST BUSINESS

Comcast employs both high-touch and high-tech strategies to protect our systems from attack. We geographically disperse our internet points of presence so that critical applications continue to function in the event of a catastrophe. In addition, all Comcast data centers, operations centers and other key buildings and assets are subject to both physical security checks and related monitoring.

We use the latest cyber security technologies -- from intrusion detection and prevention systems, anti-virus technology, and content controls at web and email gateways, to cryptographic keys, digital certificates, and caching devices. Systems and activities are continuously monitored via 24x7x365 network and security operation centers to prevent, detect, and respond to cybersecurity events.

Every day, our Cyber Security team is tasked with addressing vulnerabilities, applying security patches and managing any significant incidents.

## **Network Management Reporting**

Comcast Business provides customers access to a web-based portal that is a central location where customers can view and manage their Ethernet services. Through the portal, customers can view their Ethernet sites and services including UNI ID, EVC ID, port speed, access type, bandwidth, and Class of Service (CoS). Additionally, customers can view historical performance data including latency, packet loss, jitter, availability, and utilization. Customers are given a secure web login to review the external reporting data at their convenience.

## Comcast Escalation Procedures

### NOC End User Support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24x7x365. Technicians remain on call 7x24 to assist with major problems. The NOC may also dispatch technicians 7x24.

As part of the onboarding process, customers are provided with escalation procedures and contact information. Reported troubles are escalated within Enterprise Technical Support (ETS) to meet the response/restoration objectives described below (Service Level Objectives). Service issues are escalated within Comcast ETS as follows:

- to a **Supervisor** at the end of the applicable objective time interval plus one (1) hour;
- to a **Manager** at the end of the applicable objective time interval plus two (2) hours,
- and to a **Director** at the end of the applicable objective time interval plus four (4) hours.

Customers are welcome to request to speak with a supervisor or manager at any time.

### Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Comcast Core Network Availability	99.99%
Mean Time to Respond Telephonically to Call	15 minutes
Mean Time to Restore Comcast On-Net Equipment	4 hours
Mean Time to Restore Off-Net Equipment	4 hours
Mean Time to Restore On-Net Services	6 hours
Mean Time to Restore Off-Net Services	6 hours

# COMCAST BUSINESS

## Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : ACE Fire Underwriters Ins. Co.	20702	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
<b>INSURED</b> COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103															

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-005525822-27      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G72480922	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 14,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 14,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 14,900,000 GENERAL AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25542964	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEU G27924840 007	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C68917943 (AOS)	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				WLR C68917980 (CA, MA)	12/01/2021	12/01/2022	E.L. EACH ACCIDENT \$ 2,000,000
				SCF C68918066 (WI)	12/01/2021	12/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation			WCU C68918029 (WA)	12/01/2021	12/01/2022	Ea Acc/Dis Employee/Dis Policy \$ 2,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EVIDENCE OF INSURANCE

<b>CERTIFICATE HOLDER</b> COMCAST BUSINESS COMMUNICATIONS, LLC ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---

ACORD 25 (2016/03)

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## References

### **Washington County Cooperative Library Services**

Sylvia Lee  
Library Automation Systems Supervisor  
111 NE Lincoln St, MS 58  
Hillsboro, OR 97124-3036  
503.846.3238 (phone))  
[sylvial@wccls.org](mailto:sylvial@wccls.org)

### **Beaverton School District**

Steve Langford  
Chief Information Officer  
[Steven\\_Langford@beaverton.k12.or.us](mailto:Steven_Langford@beaverton.k12.or.us)

### **Oregon Health & Sciences University**

1515 SW 5<sup>th</sup> Ave  
Suite 900  
Portland, OR 97201  
Don Westlight  
503-494-8311

### **Adventist Medical Center**

10123 SE Market St,  
Portland, OR 97216  
Mike Bickford  
503-257-2500

## Comcast Account Team

### Customer Relationship

Raymond Hill  
Strategic Enterprise Account Executive  
360-606-4393  
Raymond\_Hill@comcast.com

### Technical Matters

Brian Vaerewyck  
Sales Engineer  
503-396-1416  
Brian\_Vaerewyck@cable.comcast.com

### Management

Chris Prekopa  
Director  
720-357-3264  
Chris\_Prekopa@cable.comcast.com

# COMCAST BUSINESS

## Appendix

### Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on [Insert Month] [Insert Day], 20[Insert Year] ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and [Insert Customer's Form 470 Name] ("Customer"), with offices located at [Insert Customer Form 470 Address].

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other Service(s) to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) ("PSA(s)"), and any written amendments to the Agreement and executed by both parties, if any ("Amendment(s)"), collectively referred to as the Agreement. In the event of an explicit inconsistency among these documents, precedence will be given in the following order: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at [https://business.comcast.com/privacy-statement\\_new](https://business.comcast.com/privacy-statement_new) (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast: [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Dedicated Internet ("EDI") Service(s) circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Network Service(s) ("ENS") circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Private Line ("EPL") Service(s) circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Virtual Private Line ("EVPL") Service(s) circuit(s).	
Term (Months): [Spell out No.] ([Insert No.])	Agreement Number: [State-FLast-MMDDYY-CM-No./FY22]
Non-Recurring Charges (NRC): \$[Insert NRC]	Monthly Recurring Charges (MRC): \$[Insert MRC]
Custom Installation Charge ("CIC"): \$[Insert CIC] (Amortized at \$[Insert Amortized Price - if applicable] per month for the initial Service Term)	
Number of Service Location(s): [Spell out No.] ([Insert No.])	Estimated Service Commencement Date: On or after July 1, 2022
Notes / Comments: 1. E-Rate funding, if applicable, to be sought solely by Customer. 2. The Service(s) specified herein shall be provided by Comcast Business Communications, LLC. The Comcast Business Communications, LLC SPIN No. is 143003990. <b>EDI, EPL, EVPL, ENS</b> 3. The Service(s) specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516. <b>INTRASTATE ONLY</b>	
Salesperson: [Insert Name]	Telephone Number: [Insert Phone Number]
Sales Director: [Insert Name]	Telephone Number: [Insert Phone Number]
Customer Contact: [Insert Customer Name]	Telephone Number: [Insert Phone Number]

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

#### [Insert Customer Name] Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

# COMCAST BUSINESS

## COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS FOR E-RATE ("General Terms and Conditions")

### ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

**Agreement:** Collectively, these General Terms and Conditions, the Service Agreement (E-Rate) Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The entity named on the Service Agreement (E-Rate) Cover Page.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

**Network:** The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

**Product Specific Attachment(s) or PSA(s):** The additional terms and conditions applicable to each of the Services.

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Each Statement of Work shall be considered a Sales Order.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Location(s):** The Customer location(s) where Comcast provides the Services.

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

**Website:** The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

### ARTICLE 2. DELIVERY OF SERVICE

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast, at which time it will become binding, subject to an engineering review. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation

# COMCAST BUSINESS

fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("IRR") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Sales Order or SOW upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

**2.4 Equipment.**

**A. Comcast Equipment.** Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other

casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

**2.5 Network; Intellectual Property; IP Addresses.**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents,

# COMCAST BUSINESS

suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

C. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

**License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment.

## **ARTICLE 3. BILLING AND PAYMENT**

### **a. Charges; Changes to MRC; Taxes.**

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice

requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

### **3.2 Payment Terms: Disputes.**

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

**3.3 Credit Approval and Deposits.** Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to

# COMCAST BUSINESS

enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

**3.4 E-Rate Funding.** Comcast makes no representations, guarantees or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly acknowledges and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or prorate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the

beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

## **ARTICLE 4. TERM & TERMINATION**

**4.1 Sales Order Term.** Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term of the Agreement, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The term of the Agreement commences on the Effective Date and continues for the time set forth on the Service Agreement (E-Rate) Cover Page.

**4.2 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

**4.3 Termination for Cause.** If either party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s). Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

**4.4 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW

# COMCAST BUSINESS

does not waive any other rights or remedies that it may have under this Agreement.

## **ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

### **5.1 Limitation of Liability.**

A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO: (1) CONTENT OR DATA RECEIVED OR DISTRIBUTED BY CUSTOMER OR ITS USERS THROUGH THE SERVICES; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS, OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; (3) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION

OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

5.3 **Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

## **ARTICLE 6. INDEMNIFICATION**

6.1 **Comcast's Indemnification Obligations.** Subject to Sections 5.1(B), 5.1(C), and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of

# COMCAST BUSINESS

Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

## **6.2 Customer's Indemnification Obligations.**

Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

## **6.3 Indemnification Procedures.**

To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

### **7.1 Disclosure and Use.**

All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or

disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

### **7.2 Publicity.**

Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

### **7.3 Remedies.**

Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

## **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

### **8.1 Prohibited Uses; Comcast Policies.**

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section

# COMCAST BUSINESS

4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

**8.2 Privacy Policy.** Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

## **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1 Force Majeure.** Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2 Assignment or Transfer.** Customer shall not assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

**9.3 Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal\_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

### **9.4 Amendments; Changes to the Agreement.**

**A.** The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify

the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Customer purchase order, or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect.

**B.** The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**9.6 Entire Understanding; Construction; Survival; Headings; No Waiver.** The Agreement supersedes all prior agreement between the parties with respect to its subject

matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

**9.7 Choice of Law; Compliance with Laws.** The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**9.8 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.



# Corvallis

SCHOOL DISTRICT

February 22, 2022

Raymond Hill  
Comcast Business Communications, LLC  
11308 SW 68th Parkway  
Tigard OR, 97223

Subject: Contract for Service

Dear Raymond Hill:

This letter will confirm our decision to purchase products/services from your company as specified in the Request for Proposal (RFP) COR-FY2022-C1-LF at the cost specified in Corvallis School District 509J RFP Formal Response (004). The time period that this contract will remain in place will coincide with E-rate rules for Funding Year 2022 and be for a period of 3 years. [Two] one-year extensions may be exercised at the discretion of the district.

Service Start Date: 7/1/2022  
Service End Date: 6/30/2025  
End Date if all Extensions are Utilized: 6/30/2027

The procurement of these product(s)/service(s) will be dependent upon the following conditions:

1. Final approval of next year's fiscal budget;
2. Award of associated E-rate funding.
3. USAC Service Provider Invoicing (SPI)

Additional products and services may be purchased that will not be eligible for reimbursement from USAC at the district's discretion.

To accept the terms of this agreement, please sign below and return a copy as soon as possible. Signature form both the applicant and Services Provider will constitute a binding agreement between the parties. Modifications to this agreement will be made through addenda to this document, and agreed upon by both parties.

**Applicant**

**Service Provider**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# Corvallis

SCHOOL DISTRICT

- IX. BOARD MEMBER COMMENTS (8:10 p.m.)\*
- X. ADJOURNMENT (8:30 p.m.)\*

\*All times are approximate.

*Note: The Chair of the Board may alter the order of business as they deem proper and necessary.*



# Corvallis

## SCHOOL DISTRICT

Agendas – Agendas and supporting materials are available online at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829> a few days before each School Board meeting. For more information, please contact Kim Nelson at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. E-mail may be sent to [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us) and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

### Public Comment –

Guidelines are at: <https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/>

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

### Grievance Process - ORS 192.705

Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us) or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. Additional information is available on the district website.

<b>SCHOOL BOARD MEMBERS</b>			
Judah Largent	541-231-8415	Terese Jones, Co-Vice Chair	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Chris Hawkins	541-602-2045	Luhui Whitebear, Chair	541-714.3305
Bernie Wang	541-704-7298		

<b>EXECUTIVE STAFF MEMBERS</b>	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent / Human Resources Director	541-766-4857
Lauren Wolfe, Finance Director	541-757-5874
Byron Bethards, Student Growth & Experience Director	541-757-5470
Kim Patten, Operations Director	541-757-3849
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841