

**Bend-La Pine Schools
Bend, OR 97703
March 9, 2021**

**Executive Session at 5:00 p.m.
Regular Meeting at 5:30 p.m.**

VIRTUAL MEETING NOTICE

To support Governor Brown's orders for social distancing, the Board of Directors for Bend-La Pine Schools will conduct the March 9, 2021 Executive Session and Regular School Board Meeting virtually. Executive Session, held under ORS 192.660(2)(f) & (2)(i) will start at 5:00 p.m. The Regular School Board Meeting will start at 5:30 p.m. Members of the public are invited to watch or listen to the Regular School Board Meeting.

YouTube Live Streaming : <https://bit.ly/BLSboardmeeting>

Join by Phone: 408-418-9388 / access code: 120 610 0936

During the period when meetings are held virtually, the Board of Directors will only accept written public comment. Public comment may be submitted the following ways:

- Email to : school-board@bend.k12.or.us - please clearly label the subject line as "public comment" and include the topic
- Mail to : Bend-La Pine Schools Board of Directors, 520 NW Wall Street, Bend, OR 97703
Mail to : Bend-La Pine Schools Board of Directors, 520 NW Wall Street, Bend, OR 97703

Agenda

Call to Order	Chair Douglass
Review of Agenda	Chair Douglass
Review of Written Public Comments Received	Chair Douglass

Budget Workshop & Report

Budget Workshop	Superintendent Nordquist
Strategic Priorities Update – Equitable School Environments	Sean Reinhart

Consent Agenda

Approval of Minutes – February 9, 2021 <i>Reference: ORS 192.650 and ORS 332.057</i>	Chair Douglass
Approval of Personnel Recommendations <i>Reference: ORS 332.505</i>	Katie Legace, Deputy Superintendent
Approval of Recommendations for Renewal or Non-Renewal: <ul style="list-style-type: none">• Renewal of all listed 1st and 2nd year probationary teachers and administrators• Renewal and granting contract status to all listed 3rd year probationary teachers and administrators• Contract extension for all contract teachers listed• Contract extension for all 2nd year contract administrators• Non-renewal of all temporary teachers, including rehired employees who have retired with PERS	Chair Douglass

Action Items

Land Purchase for Future Elementary School	Mike Tiller
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Reports

Bond Update – Review of 2017 Bond Projects	Brad Henry & Mike Tiller
EL 9 – Technology Policy Monitoring Report	Superintendent Nordquist
Strategic Priorities Update – Equitable School Environments	Sean Reinhart

Board Comments

Adjourn

Bend-La Pine Schools meetings comply with open meeting laws and accessibility requirements. Please contact Bend-La Pine Schools at 541-355-1001 if you need accommodation to participate in the board meeting. Please call at least three days prior to the scheduled meeting date. Thank you.

**Bend-La Pine Schools
Bend, OR 97703
March 9, 2021**

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**Bend-La Pine Schools
Board of Directors Meeting Minutes**

Meeting Date: February 9, 2021

Meeting Location

To support Governor Brown's executive orders for social distancing, the Board of Directors conducted the Board Meeting virtually, through Cisco WebEx. The meeting was also live streamed to the BLS Schoolboard YouTube webpage.

Board Members Present

Melissa Barnes Dholakia
Caroline Skidmore
Amy Tatom
Julie Craig
Stuart Young
Shimiko Montgomery

Board Members Absent

Carrie Douglass

Call to Order

The meeting was called to order by Vice Chair Barnes Dholakia at 6:02 p.m., roll call followed. Barnes Dholakia noted the meeting will be translated simultaneously on the district's Spanish Facebook page.

Review of the Agenda

There were no changes to the agenda.

Public Comment

There was no public comment received.

Consent Agenda

Julie Craig asked for clarification on administrative hires moving from regular to temporary. Superintendent Nordquist explained Kevin Milner and Wendy McCulloch joined the District CDL program as elementary and secondary administrators. Their positions as principal at Buckingham Elementary and High Desert Middle School, respectively, have been filled by the assistant principals on a temporary basis for the remainder of the 2020-21 school year.

Stuart Young moved to approve the Consent Agenda. Amy Tatom seconded the motion. Unanimous approval.

Action Items

❖ **Resolution 1909 : Classified Employee Appreciation Week**

Vice Chair Barnes Dholakia noted March 1-5 is Classified Employee Appreciation week. She shared her thanks to all classified employees in the district and noted the incredible contributions they make on a daily basis. Barnes Dholakia asked Julie Craig to read the resolution out loud.

Caroline Skidmore moved to approve Resolution 1909 : Classified Employee Appreciation Week. Amy Tatom seconded the motion. Unanimous approval.

Vice Chair Barnes Dholakia acknowledged that February is Black History Month and noted the importance and purpose behind recognizing Black History. Barnes Dholakia shared comments on the intentional work and focus of the Board and district to elevate equity and anti-racism across the district.

❖ **Appointment of Budget Committee Member**

Vice Chair Barnes Dholakia said three positions on the Budget Committee expired on June 30, 2020. Tom Bahrman and Sharon Bellusci's terms expired and they have expressed a desire to continue to serve on the Budget Committee, which the Board took action and approved on January 12, 2021. Heidi Slaybaugh's term also expired on June 30, 2020 and Slaybaugh has decided to not continue in her role. The vacancy was advertised and Amy Tatom and Caroline Skidmore served as a sub-committee of the Board to vet, interview and bring forth a recommendation for appointment to the School Board.

Tatom said there were seven applicants and she and Skidmore interviewed three: Shirley Olson, Ned Lutz and Jenn Lynch. Tatom said all three candidates were phenomenal, however, Olson rose to the top with her extensive experience in education and solid financial background and is who she and Skidmore are recommending the Board appoint. Skidmore agreed with Tatom's comments and thanked Slaybaugh for her service on the Budget Committee. **Amy Tatom moved to appoint Shirley Olson to a three year term on the Bend-La Pine Schools Budget Committee. Julie Craig seconded the motion. Unanimous approval.**

Reports

❖ **School Reopening Update**

Superintendent Nordquist shared that approximately 15,600 students returned to school, in-person, over the past two days. She noted, of the 10 largest districts in Oregon, Bend-La Pine Schools is the only one who has students returning to in-person to school. Nordquist expressed her thanks and appreciation to all district staff members for the tremendous efforts to safely welcome students back to school. Skip Offenhauser, Jim Boen and Katie Legace shared celebrations for elementary, middle and high schools across the district.

Superintendent Nordquist reviewed state and county metrics, noting there is a positive downward trend in case counts and encouraged all community members to continue with safe practices to help reduce the spread of COVID-19, which helps keep schools open.

Nordquist shared numbers of how students are currently enrolled across the district: 15,605 students are attending school in-person, 1,377 are enrolled in Bend-La Pine Schools Online (BLPO) and 546 in the District CDL program. Nordquist shared a demographic breakdown of student enrollment: 89% of district students have returned to in-person learning, 92% of students who are served with an IEP have returned to in-person learning, 90% of economically disadvantaged students have returned to in-person learning, and 91% of the district's Hispanic/Latino students have returned to in-person learning. She complimented the efforts of the BLPO and District CDL programs to help serve students who are not ready or unable to return to in-person instruction.

Tami Pike reviewed the district's COVID-19 safety guidance and what happens when a person is diagnosed with COVID-19 and has been at a school site; including notification, isolation, case investigation, contact tracing, close contacts, notification, and quarantine. Pike emphasized the district's top priority is staff and student safety. Board members asked clarifying questions and discussion ensued about return to school safety efforts, cohorts, social distancing efforts in schools, lunch time and where students are eating, transportation, ventilation in schools and on school buses, and HVAC system operation. Stuart Young shared his excitement and complimented district staff members for their expertise and efforts to help bring students back to school safely. He also thanked and encouraged students and community members to continue safe practices as their efforts help keep schools open.

❖ **High Desert Education Service District – Local Service Plan**

Vice Chair Barnes Dholakia introduced Paul Andrews, High Desert ESD Superintendent to share about the Local Service Plan. Andrews introduced Peggy Kinkade and Scott Reynolds, HDESD Board members, representing Bend-La Pine Schools and thanked them both for their leadership and service. Andrews reviewed the 2021-22 LSP, included in the board packet. He reviewed the core services provided, new elements of the LSP, and highlighted the district and ESD's partnership over the past years. Andrews offered to help answer any questions and

thanked Board members for the continued partnership. He asked, if the Board would consider taking action to approve the Local Service Plan as presented.

Julie Craig moved to approve the HDESD Local Service Plan as presented. Stuart Young seconded the motion. Unanimous approval.

Barnes Dholakia thanked Andrews for the presentation and noted a change to the agenda; moving the Strategic Priorities Update to take place next.

❖ **Strategic Priorities Update : Student / Family / Community Voice & Instructional Practices**

Kinsey Martin shared about the work the LEAD Cohort (Leading for Equity and Anti-Racist Dialogue) has been doing and their plans looking forward. The LEAD Cohort is comprised of 25 teachers from across the district, representing all levels. Their goal; over the course of the next two years, includes: 1) recommend standards based resources for colleagues, 2) demonstrate resources and approaches, 3) connect with community partners, 4) design resources for addressing Title VI violations and bullying, and 5) commit to ongoing personal and professional leadership development to promote equity in all classrooms, schools and community spaces.

Martin shared how the LEAD Cohort will be approaching their work including professional development opportunities, book studies, consultant expertise, offering a variety of workshops and continued engagement with community partners. Dawn Roberts, teacher at Sky View Middle School and member of the LEAD Cohort, shared about the work accomplished from October 2020 – January 2021 and gave an example of implementation and resources she has helped support at Sky View. Roberts emphasized the need for support from district leaders and providing staff members a safe space to engage in difficult and meaningful dialogue.

Ami Zepnewski, teacher at Pacific Crest Middle School and member of LEAD Cohort, shared about the work being doing at Pacific Crest and the importance of building community. Zepnewski shared about tentative check-points and future work that is planned for February 2021 – June 2021 which includes implementing lessons with students in classrooms, sharing videos of lessons, developing tools for community member feedback and partnership, continuing the conversation and work of the equity audit, presenting at staff meetings, and continuing book studies.

Martin thanked Roberts and Zepnewski for sharing and noted there is great work being done across the district as outlined in Executive Limitations 8 and 13. She shared the success and challenges the LEAD Cohort has faced, noting the historical struggle with this type of work in the education profession and setting. She and the LEAD Cohort are hopeful for continued support from district leaders and the School Board in this work.

Shimiko Montgomery thanked Martin and the LEAD Cohort for their work and dedication and asked what support they need to help achieve their goals and what kind of resources would be beneficial to support their work, and what are discussions, trainings, etc. that are decided at the school level versus district-wide. Montgomery also asked what schools don't have a LEAD Cohort member. Martin shared there are several schools that don't have a LEAD Cohort representative, however several of the current cohort members are helping at multiple schools. Martin, Roberts and Zepnewski said additional compensation for extra work of LEAD Cohort members and investing in professional development, and an ongoing clear stance and commitment from the district around this work and support from district leadership are appreciated and essential to the work continuing to move forward.

Nordquist thanked the LEAD Cohort for their work to develop and build capacity in the district. She shared that there were over 100 applications for the initial LEAD Cohort team and it was decided to limit the team to a smaller number in an effort to focus and allow for creation of well-designed plans and resources to then share on a broader scale across the district. Martin thanked the Board for their time and opportunity to share and thanked Roberts and Zepnewski for being part of the cohort and sharing tonight. Barnes Dholakia shared her appreciation and is excited to see the work and changes underway.

❖ **EL 10 – Financial Planning & Administration Policy Monitoring Report**

Brad Henry reviewed the EL 10 policy monitoring executive summary and report in the Board packet. He noted the district received a clean audit and complimented Leah Bibeau and the Business Office team for their work. Henry highlighted priorities for 2020-21 and reviewed the changes to the state's Student Investment Fund and Federal and state dollars received as part of the CARES Act in response to the COVID-19 pandemic. Henry shared the district will be purchasing an electric school bus through the help of grant funds and is excited to see how the first electric school bus does in Central Oregon.

❖ **ESSR Spending Overview**

Brad Henry gave an overview of the Federal and state funds the district has received, known as ESSR funds. To date the district has received \$10.8 million which the district has used to purchase iPads for students in grades K-2 (grades 3-12 already had iPads), purchase and maintain hotspot connections for students, purchase PPE, hire staff, support the District CDL program, and prepare for programs to help support extended school year learning for students. Stuart Young thanked Henry and his team for the clean audit and the excellent, fiscally responsible work they continue to do. Vice Chair Dholakia agreed and thanked Henry for his reports.

❖ **EL 12 – Legally Required Policies Policy Monitoring Report**

Andrea Wilson reviewed the EL 12 policy monitoring executive summary and report in the Board packet and offered to answer any questions.

❖ **Policy Update 2 of 4**

Andrea Wilson reviewed the executive summary and report in the Board packet and noted the recently approved policy ACB-AP: All Students Belong and regulation, ACB-AR: Bias Incident Complaint Procedure which are required as part of Oregon's new Administrative Rule focused on condemning symbols of hate and directs districts to address hate speech. Barnes Dholakia thanked Wilson for the update and appreciates the efforts to maintain compliance.

Board Comments

Julie Craig shared that she went to Juniper Elementary and it was fun to see the students in class and the excitement about returning to school. She appreciated the efforts to support safety protocol and noted that students were doing great. She is looking forward to visiting more schools.

Caroline Skidmore visited Elk Meadow Elementary and was impressed with their efforts to support safety as well. She noted the concerns of teachers and staff members about the learning losses of students. Skidmore agreed with Craig about the positives in that some of the extra amount of structure now in schools may end up being a great way to help with positive student behaviors. Skidmore thanked teachers and staff who are taking the opportunity to teach and celebrate Black History Month and appreciated Barnes Dholakia's acknowledgment at the start of the meeting.

Amy Tatom said she will continue to advocate for safe practices with school reopening and encouraged all to remain diligent in their practices to reduce the spread of COVID-19. She advocated for the district to continue to provide and increase educational choices for families and students who have found success outside of the traditional school model. She would like to see the Board pursue a student board representative and noted Salem-Keiser School District's recent addition of a student representative to their Board. Julie Craig agreed with Tatom and would like to see a student representative serve on the Board and offered to help with the process.

Stuart Young acknowledged the difficult work over the past months and the challenges that lie ahead, and is hopeful that everyone can remember to celebrate the return to school of more than 15,000 students.

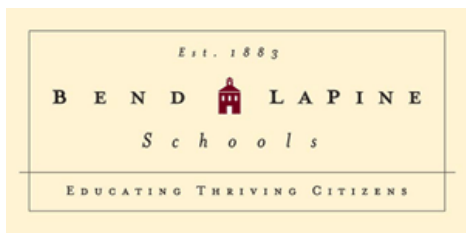
Vice Chair Barnes Dholakia reminded Board members that the Education Foundation is looking for a Board member to serve on their board. She met with the Restorative Justice and Equity group and shared about the community cadre they recently developed and is excited about their continued work in the community. Barnes Dholakia shared that the district hosted a virtual meeting for any community member interested in running for school board and

approximately 15 community members attended. There is another session scheduled for this Friday and the sessions have been recorded and will be posted to the district's website in both English and Spanish. Barnes Dholakia shared that the Board has been working with incoming superintendent, Dr. Steven Cook, and he is beginning to connect with more community and district groups as part of his onboarding efforts. She also commented on how excited she is to see students back in school and appreciates that the district was able to pivot quickly to create and provide a District CDL program for students who are not able to or ready to return to in-person instruction. She thanked the community for continuing with best practices to reduce the spread of COVID-19.

Meeting adjourned at 8:56 p.m.

Recorded by: Andrea Wilson

draft : pending board approval



HUMAN RESOURCES

Education Center

520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

(541) 355-1109 FAX

DATE: March 4, 2021

TO: Lora Nordquist, Superintendent
Board of Directors for Bend-La Pine Schools

FROM: Jon Lindsay, Executive Director of Human Resources

RE: Administrative and Licensed Recommended Hires, Resignations, and Retirees

The Human Resource Department recommends approval of the following hires, resignations and retirees at the school board meeting on March 9, 2021. All Hires are subject to successful drug testing, background check, and Oregon licensure.

CERTIFIED HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE
Bond, Lora	Primary Teacher PS108215TMP	Buckingham Elementary	Temporary Full Time	02/04/2021
Bridges, Christopher	PE Teacher PS108669TMP	Buckingham Elementary	Temporary Full Time	02/08/2021
Brunner, Bret	PE/Health Teacher PS108672TMP	Pilot Butte MS	Temporary Full Time	02/05/2021
Bullock, Robert	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/05/2021
Cole, Mary	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/05/2021
Crabtree, Deidre	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/08/2021
Donohue, Patrick	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/08/2021
Earley, Joseph	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/25/2021
Grubb, Margaret	French Teacher PS108698TMP	Pacific Crest MS	Temporary Part Time .33 FTE – 1.163 Total FTE for 21/22	02/23/2021
Leverich, Angela	DW CDL Teacher PS108678TMP	Bend-Online/CDL Program	Temporary Full Time	02/05/2021
Libby, Nataly	Primary Teacher PS108215TMP	High Lakes Elementary	Temporary Full Time	02/05/2021
Howard, Troy	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/10/2021
Ickes, Sonia	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/09/2021
Intlekofer, Emily	DW CDL Teacher PS108678TMP	Bend-Online/CDL Program	Temporary Full Time	02/05/2021
Jokerst, Kara	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/17/2021



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Mayer, Sierra	DW CDL Teacher PS108678TMP	Bend-Online/CDL Program	Temporary Full Time	02/05/2021
Miles, Jacob	Math Teacher PS108688TMP	Pacific Crest MS	Temporary Full Time	02/17/2021
Price, Pamela	Float DW Teacher PS108624TMP	Teaching and Learning	Temporary Full Time	02/17/2021
Reynolds, Julia	French Teacher PS108708TMP	Pacific Crest MS	Temporary Part Time .167 FTE – 1.167 <i>total for 2021/22</i>	02/23/2021
Rodich, Kelsey	DW CDL Teacher PS108678TMP	Bend-Online/CDL Program	Temporary Full Time	02/05/2021
Romero, Miriam	Dual Immersion Elementary Support Teacher PS108652TMP	ELL Department	Temporary Full Time	02/10/2021
Ruff, Amy	ELL Specialist PS108682TMP	ELL Department	Temporary Full Time	02/12/2021
Yuma, Marieka	ELL Specialist PS108663TMP	ELL Department	Temporary Part Time .60 FTE	02/11/2021

CERTIFIED RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Haggard, Shannon	DW Float Teacher – SLHS Advanced Math	TLC/Skyline HS	02/05/2021 – 02/19/2021
Mooney, Jack	Dean of Students	Skyview MS	08/29/2007 – 06/30/2021
Mooney, Mary	Primary Teacher	Ponderosa Elementary	08/27/2007 – 06/30/2021
Prock, Kathi	Counselor	Mountain View HS	08/15/2002 – 06/30/2021
Sanders, Savanna	Advanced Math Teacher	Bend Senior HS	08/31/2015 – 06/30/2021
Yarborough, Frederick	SED MS Teacher	Special Programs/Tamarack	08/28/2012 – 03/12/2021

ADMINISTRATIVE HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE

ADMINISTRATIVE RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Burley, Linda	Principal	High Lakes Elementary	08/30/1993 – 06/30/2021



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Fax (541) 355-1109

March 4, 2021

TO: Lora Nordquist, Superintendent
Bend-La Pine School Board of Directors

FROM: Jon Lindsay, Executive Director of Human Resources
Paul Dean, Director of Human Resources – Classified Staff
Deon Logan, Director of Human Resources – Recruitment

RE: Classified Recommended Hires, Resignations, Retirements, Early Retirement and Rehires.

The Human Resources Department recommends approval of the following hires, resignations, retirements, early retirement and rehires at the School Board meeting on March 9, 2021.

Classified Hiring

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date
Berteau, Shannon	PS108339 EA – Inclusion	Summit	Temp 7.0 hrs / day	02/26/21
Bourque, Karima	PS108649 EA – Student Instruction	Amity Creek	Temp 3.5 hrs / day	02/25/21
Brumitt, Jeremy	PS108431 Custodial Crew I	Mountain View	Reg 8.0 hrs / day	02/09/21
Chamberlain, Tabitha	PS108695 Counseling/Curriculum Secretary II	La Pine High	Reg 8.0 hrs / day	03/01/21
Chisum, Vanessa	PS108615 EA – Student Success	Elk Meadow	Temp 6.5 hrs / day	02/04/21
Collett, Sandra	PS108437 Bus Driver	Transportation	Reg 4.0 hrs / day	02/26/21
Compton, Sarah	PS108661 EA – Student Instruction	Pacific Crest	Temp 6.88 hrs / day	02/16/21
Galvin, Suzanne	PS108697 EA – Student Instruction	Lava Ridge	Temp 5.25 hrs / day	02/26/21
Hanford, Travis	PS108623 Custodial Assistant II	High Desert	Reg 8.0 hrs / day	02/05/21
Hay-Chapman, Jason	PS108659 EA – Student Instruction	Bear Creek	Temp 3.75 hrs / day	02/25/21
Heinrichs, Lisa	PS108636 School Office Secretary I	W.E. Miller	Temp 2.0 hrs / day	02/12/21
Jones, Lauren	PS108615 EA – Student Success	W.E. Miller	Temp 6.5 hrs / day	02/04/21
Knizek, Lea	PS108615 EA – Student Success	Juniper	Temp 6.5 hrs / day	02/23/21
Le, Oanh	PS108629 EA – Student Instruction	La Pine Elementary	Temp 6.5 hrs / day	02/05/21
Machell, Kristin	PS108425 Nutrition Server I	Juniper	Reg 3.0 hrs / day	02/11/21



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Martinez, Ashleigh	PS108615 EA – Student Success	Three Rivers	Temp 7.0 hrs / day	03/01/21
Mason, Debbi	PS108615 EA – Student Success – adding to her existing Certified position	Sky View Middle	Temp 5.5 hrs / day	02/16/21
Miller, Barbara	PS108665 Type 10 Driver	La Pine Transportation	Reg 4.0 hrs / day	02/23/21
Moore, Bethany	PS108662 EA – Student Instruction	Ponderosa	Temp 3.0 hrs / day	02/11/21
Morris, Kristy	PS108616 School Health Assistant	Special Programs	Temp 6.5 hrs / day	02/05/21
Nelson, Jessica	PS108706 EA – Student Instruction	Teaching and Learning (BLPO Program)	Temp 6.5 hrs / day	03/01/21
Palmer, Emilie	PS108615 EA – Student Success	Pine Ridge	Temp 6.5 hrs / day	02/02/21
Powers, Brandon	PS108615 EA – Student Success	Lava Ridge	Temp 6.5 hrs / day	02/04/21
Prosser, Diane	PS108664 Type 10 Driver	Transportation	Reg 4.0 hrs / day	02/19/21
Smallwood, Erin	PS108598 EA – Alternative Education / Academic Support	Summit	Temp 8.0 hrs / day	02/04/21
Rigney, Araceli	PS108687 EA – Student Instruction	Bear Creek	Temp 5.0 hrs / day	02/17/21
Schadwald-Smith, Krystal	PS108339 EA – Inclusion	W.E. Miller	Temp 6.5 hrs / day	02/17/21
Siegrist, Matthew	PS108431 Custodial Crew I	Sky View Middle	Reg 8.0 hrs / day	03/03/21
Sullins, Wallace	PS108650 Bus Monitor	Transportation	Reg 5.0 hrs / day	02/08/21
Tirrill, Debora	PS108660 EA – Student Instruction	Rosland	Temp 3.75 hrs / day	02/22/21
Turbyne, Katrina	PS108615 EA – Student Success	Three Rivers	Temp 7.0 hrs / day	02/04/21
Van Cura, Jerry	PS108617 Building Services Journeyman Electrician	Maintenance	Reg 8.0 hrs / day	02/24/21
Wilson, Neda	PS108616 School Health Assistant	Special Programs	Temp 6.5 hrs / day	02/05/21
Wood, Kylie	PS108615 EA – Student Success	Ponderosa	Temp 6.5 hrs / day	02/12/21
Woods, Whitney	PS108615 EA – Student Success	Silver Rail	Temp 6.5 hrs / day	02/19/21
Wynne, Brittney	PS108437 Bus Driver	Transportation	Reg 4.0 hrs / day	03/01/21



HUMAN RESOURCES

Education Center

520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

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Classified Resignations

Name	Position	Location	Resign Date
Cope, Joseph	Bus Driver	Transportation	04/01/19 – 02/23/21
Gomez, Robert	Custodial Crew I	W.E. Miller	12/02/19 – 03/05/21
Gustafson, Lorri	Safety and Security Monitor	Marshall	04/02/18 – 03/02/21
McCann, Kristina	EA – Inclusion Kristina has resigned her classified EA – Inclusion position to except a Temporary teaching position for Bend-La Pine.	Pilot Butte	01/18/18 – 02/07/21
McMahan, Brian	Printing Services Coordinator – position moving over to the BLAST salary schedule.	Print Shop	07/06/05 – 01/31/21
Nordstog, Tess	Online Student Success Monitor	Skyline High	08/28/18 – 02/26/21
Olson, Susan	EA – Inclusion	R.E. Jewell	09/09/15 – 03/29/21
Patrick, Danielle	Counseling Secretary II and Curriculum Secretary II	La Pine High	08/11/14 – 02/19/21
Perez, Laurie	EA – Student Instruction – resigned Classified position and taking a Certified position.	Lava Ridge	09/21/20 – 02/07/21
Thomas, Sophie	EA – Inclusion	Cascade	10/09/02 – 03/17/21
Zalewski, Anna	EA – Inclusion	W.E. Miller	10/20/20 – 02/24/21

Classified Retirements

Name	Position	Location	Resign Date
Quimby, Jerry	Custodial Crew I	La Pine High	08/28/19 – 03/19/21

Classified Early Retirement – Retire and Rehire

Name	Position	Reason	Rehire Date
Sims, Valerie	EA – Inclusion	Rehire through the updated end date of 03/19/21. Revision from the January 2021 report.	01/10/21 – 03/19/21



ACTION ITEM: Purchase of Land for a Future Elementary School

PRESENTED BY: Mike Tiller, Executive Director of Facilities

EXECUTIVE SUMMARY:

A portion of the 2017 bond is dedicated to the purchase of land for future schools. Since 2018 we have been searching for an appropriate site to build a new school. A site has been identified and we have an agreement to purchase 10 acres for \$2,885,000, subject to Board approval. The land is located off of Eagle Road in the Petrosa subdivision.

The agreement requires Pahlisch Homes to provide to the District 10 acres of land, fully served by roads and utilities (build ready). This property will allow the District to place a future elementary in the Petrosa development, which plans for 1260 new homes.

The purchase agreement is contingent upon Board approval, environmental site assessment reports and geotechnical investigations. The closing date is December 31st, 2021, or sooner if all approvals and due diligence items are complete.

Recommended Motion:

I move to approve the agreement to allow the District to purchase 10 acres in the Petrosa Development for a future elementary school.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into effective on February 9, 2021 (the “**Effective Date**”), by and between Pahlisch Homes at Petrosa Limited Partnership, an Oregon limited partnership (“**Seller**”), whose address is 210 SW Wilson Avenue Suite 100, Bend, Oregon 97702 and Bend-La Pine Administrative School District No. 1 (“**Buyer**”), whose address is 520 NW Wall Street Bend, Oregon 97701.

RECITALS:

- A. Seller owns, or is in contract to purchase real property located in Deschutes County, Oregon legally described or generally depicted on attached Exhibit A (“**Purchased Property**”).
- B. Seller intends to develop the Purchased Property as a master planned mixed-use development, which will include, without limitation, residential housing, general commercial, an elementary school, parks and trails approved by the City of Bend (the “**City**”) in PZ- PZ 19-0515 (the “**Master Plan**”). The City will require Seller to develop certain infrastructure to serve the Purchased Property with roads, water, sewer, and power pursuant to the City of Bend Development Code requirements.
- C. Seller agrees to sell to Buyer a portion of the Purchased Property (together with all rights and appurtenances associated therewith, including any right, title and interest of Seller in and to adjacent public streets, alleys, sidewalks and rights-of-way), consisting of not less than 10.0 net acres fully served (exclusive of road rights-of-way) in Deschutes County, Oregon in the location and parcel configuration consistent with the Master Plan and approved preliminary plat (“**Preliminary Plat**”), depicted on the attached Exhibit B (collectively, the “**Property**”).
- D. Subject to the terms and conditions contained in this Agreement, Buyer desires to purchase the Property from Seller (the “**Transaction**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RECITALS

The recitals are hereby incorporated into this Agreement by reference.

2. SALE OF PROPERTY

2.1 Purchase Price. The purchase price for the Property is) Two Million Eight Hundred Eighty Five Thousand Dollars (\$2,885,000) (the “**Purchase Price**”) Buyer will pay the Purchase Price as follows: (a) within three (3) business days after the School Board Approval (as defined below), Buyer will pay an earnest money deposit in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (“**Earnest Money**”) to Western Title & Escrow Company located at 360 SW Bond Street, Suite 100, Bend, Oregon 97702 (the “**Title Company**”); and (b) Buyer will pay the balance of the Purchase Price at Closing. The Title Company will invest the Earnest Money in a federally-insured interest-bearing deposit account and will maintain the account until the Earnest Money is returned or paid in accordance with this Agreement. Any interest earned on the Earnest Money will be disbursed with the Earnest Money as

provided in this Agreement and credited to the Purchase Price at Closing.

2.2 Reimbursement District. Seller contemplates forming a reimbursement district to recover some costs of infrastructure. Seller shall not seek to include Buyer in any such reimbursement district. This provision shall not merge with the Deed and shall survive Closing.

2.3 System Development Charge (SDC) Credits. Buyer agrees to transfer to Seller any future SDC credits that Buyer obtains from the City of Bend associated with the development of the Property. Buyer does not represent that it is entitled to SDC credits, and this Agreement is not conditioned on any such SDC transfer. Buyer is obligated to transfer any SDC credits specific to the development of the Property.

2.4 Offer to Seller Prior to Transfer. Buyer agrees to offer to sell the Property back to Seller at the same Purchase Price listed herein before transferring the Property to another for the time period Seller is actively developing the Purchased Property, or 15 years from the date of closing, whichever is earlier. This provision shall survive closing.

3. SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

3.1 Authority; Binding Obligation; No Conflicts. Seller has full power and authority to sign and deliver this Agreement and to perform all of Seller's obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement referenced herein, constitute a valid and binding agreement of Seller. Seller's execution, delivery, and performance of this Agreement, and any agreement referenced herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Title to Property. Seller has or will have prior to Closing good title to the Property free and clear of any lien, mortgage, pledge, or security interest. Seller will transfer and convey the Property to Buyer free and clear of any and all Encumbrances except for the Permitted Closing Encumbrances. For purposes of this Agreement, "**Encumbrance(s)**" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, or other encumbrance.

3.3 Compliance with Laws. To the Knowledge of Seller, the Property is in compliance with any and all Legal Requirements. To the Knowledge of Seller, no event has occurred or circumstances exist that may result in Seller and/or the Property's failure to comply with any Legal Requirement. Seller and/or the Property are not subject to any judgment and/or order and there are no actions, judgments, suits, audits, hearings, proceedings, orders, investigations, and/or claims pending or threatened against Seller and/or the Property (or any portion thereof), including, without limitation, any pending or threatened condemnation proceeding, whether at law or in equity, or before or by any governmental department, commission, board, bureau, agency, and/or instrumentality. "**Legal Requirement(s)**" means any and all laws, statutes, ordinances, codes, regulations, orders, rules, covenants, conditions, easements, declarations, leases, liens, and restrictions directly or indirectly affecting or concerning the ownership, use, condition, maintenance, leasing, and/or operation of all or any part of the Property, including, without limitation, all Environmental Laws (as defined below). For purposes of this Section 3, "**Knowledge of Seller**" means the actual knowledge of all of Seller's members, partners, and employees.

3.4 Environmental. Seller shall within ten (10) calendar days deliver to Buyer complete

copies of any and all environmental reports, studies, analyses, surveys, tests, and site assessments relating to the Property in Seller or any member of Seller's possession, all without representations or warranties of any kind or nature whatsoever and also on the express condition that Buyer may not rely on such reports, etc. without obtaining assurances from the preparers (at Buyer's cost and expense). Seller is not a party to any contract, settlement agreement, or other similar arrangement that requires or may require Seller to have any liability or obligation of any kind arising out of any Environmental Law related to the Property. Seller has not received any verbal and/or written notice from any governmental authority or other person regarding any actual, alleged, or potential failure of the Property to comply with any Environmental Law. No action, arbitration, audit, hearing, investigation, litigation, suit, or other proceeding is pending or, to the Knowledge of Seller threatened against Seller or the Property relating to the failure of the Property to comply with any Environmental Law. To the Knowledge of Seller: (a) no Hazardous Substance is present on the Property in violation of any Environmental Law; (b) no Hazardous Substance has been spilled, discharged, and/or otherwise released on or into the Property; and (c) no underground storage tank is present on the Property.

As used in this Agreement, the term "**Environmental Law(s)**" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

3.5 Non-Foreign Person. Seller is not a "foreign person" for purposes of Internal Revenue Code Section 1445.

3.6 Accuracy of Representations and Warranties. None of Seller's representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

4. BUYER'S REPRESENTATIONS AND WARRANTIES

4.1 Buyer Representations and Warranties. Buyer has full power and authority to sign and deliver this Agreement and to perform all of Buyer's obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement contemplated herein, constitute a valid and binding agreement of Buyer, enforceable in accordance with its terms. Except regarding School Board Approval as provided in Section 5.3, Buyer's execution, delivery, and performance of this Agreement, and any agreement contemplated herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 No Brokers or Finders. Buyer has not retained the services of a real estate broker or agent in connection with this Agreement or the Transaction, nor incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the Transaction.

4.3 Accuracy of Representations and Warranties. None of Buyer's representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

5. BUYER'S DUE DILIGENCE, CONDITIONS TO CLOSING, OBLIGATIONS OF SELLER AND BUYER

5.1 Preliminary Title Report. Within ten (10) calendar days after the Effective Date of this Agreement, Seller will order and deliver to Buyer, at Seller's cost and expense, a preliminary title report showing the condition of the title to the Property, together with complete and legible copies of all exceptions listed therein (collectively, the "**Preliminary Commitment**"). Buyer will have no more than thirty (30) calendar days after Buyer's receipt of the Preliminary Commitment within which to give notice in writing to Seller (the "**Notice of Unpermitted Exceptions**") of Buyer's disapproval of any exceptions shown in the Preliminary Commitment. If Buyer fails to provide Seller the Notice of Unpermitted Exceptions within the thirty (30) day period, Seller will provide Buyer a written notice (the "**Title Notice**"). If Buyer fails to respond within ten (10) calendar days of the Title Notice, all exceptions set forth in the Preliminary Commitment will be Permitted Closing Encumbrances (as defined below). If Buyer timely provides Seller the Notice of Unpermitted Exceptions, Seller will notify Buyer in writing (the "**Notice of Response**") within ten (10) calendar days after Seller's receipt of the Notice of Unpermitted Exceptions whether Seller is willing and able to remove the unpermitted exceptions identified in the Notice of Unpermitted Exceptions (as determined by Seller in its sole discretion). If Seller is willing and able to remove such unpermitted exceptions, Seller will do so at or prior to Closing. If Seller is not willing or is unable to remove such unpermitted exceptions, Buyer may, by written notice to Seller (the "**Notice of Decision**") within ten (10) calendar days after Buyer's receipt of the Notice of Response, exercise any of the following rights or remedies: (a) Buyer may terminate this Agreement, in which event the Earnest Money will be returned to Buyer and thereafter neither party will have any further rights, remedies, and/or obligations with respect to the Property, except those intended to survive termination of this Agreement; (b) Buyer may accept the unpermitted exceptions that Seller is unwilling or unable to remove; or (c) Buyer may, with the written consent of Seller (which Seller will not unreasonably withhold), attempt to remove the unpermitted exceptions or any of them at Buyer's sole cost and expense and without a reduction of the Purchase Price, in which event Seller agrees to cooperate with Buyer so long as Seller does not have to incur any costs or expenses or attend any meetings. If Buyer fails to deliver the Notice of Decision to Seller within said ten (10) calendar day period, then Seller shall provide Buyer with a written notice. If Buyer does not provide a written waiver of the unpermitted exceptions within ten (10) days following Seller's notice, Buyer is deemed to have rejected the unpermitted exceptions that Seller did not agree to remove in the Notice of Response and this Agreement will terminate and the Earnest Money will be returned to Buyer.

Within ten (10) calendar days after recording the final plat establishing the Property as a separate legal parcel ("Recording") Seller will update the Preliminary Commitment to include only the Property and deliver a copy to Buyer. In the event that an updated Preliminary Commitment shows any new exceptions, Buyer shall have the right (exercised in its reasonable discretion, provided that Buyer shall have the right to refuse any new exception(s) related in any way to any monetary consideration impacting Buyer in Buyer's sole discretion) to object to any of such new exception(s) (but not to any exceptions that appeared in the original Preliminary Commitment) within thirty (30) calendar days after receipt of the updated Preliminary Commitment, in which event the remaining terms and procedures set forth in the preceding Section shall apply.

The term "**Permitted Closing Encumbrances**" means any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) to which Buyer does not object to within the time period(s) required by this Section 5.1; any unpermitted exceptions appearing in the Notice of Unpermitted Exceptions that Seller does not agree to cure in the Notice of Response; any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) caused by Buyer; and any

matters that would be disclosed on an accurate survey of the Property (unless Buyer obtains an accurate survey of the Property prior to Closing).

5.2 Inspection of Property, Seller's Cooperation, and Environmental Report. Buyer will have ninety (90) calendar days commencing from the Effective Date (the "**Due Diligence Period**") within which to complete an inspection and examination of the Property for the purpose of Buyer's investigation of the Property and decision to consummate the Transaction, at Buyer's sole discretion. This inspection and examination may include, without limitation, an inspection and examination of the following: (a) the Property's physical condition; (b) the presence or absence of any Hazardous Substances; (c) the availability of government permits and approvals; (d) the feasibility of the Property for Buyer's intended purpose; and/or (e) Seller's contracts, governmental authorizations, and any other documentation directly related to the Property and which will run with the Property after the Closing. During the Due Diligence Period and during the term of this Agreement, Buyer is permitted to make inquiries, conduct meetings, and file land use applications with the appropriate governmental agencies regarding the potential development of the Property. If requested by Buyer, Seller agrees to cooperate with Buyer's efforts to obtain entitlements for the Property so long as Seller does not have to incur any costs or expenses. During the Due Diligence Period, Buyer may obtain at Buyer's cost and expense a Level I Environmental Site Assessment ("**Environmental Report**") related to the Property and conduct other studies and/or investigation(s) including, without limitation, geotechnical investigation and sampling. All of the provisions in this Section 5.2 are for Buyer's benefit and may be waived by Buyer at any time in Buyer's sole discretion.

Prior to entry on the Property, Buyer shall provide Seller with evidence that Buyer maintains commercial general liability insurance with limits of loss of at least \$2,000,000 combined single limit for personal injury and property damage, and that Seller is an additional insured on such insurance policy. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all costs, losses, damages, expenses, liabilities, actions, liens or claims (including reasonable attorney's fees at trial and on appeal) arising from or related to entry on the Property by Buyer or any agent, employee, contractor or invitee of Buyer. Buyer also agrees to restore the Property to the condition it was in prior to entry thereon by Buyer or any agent, employee, contractor or invitee of Buyer. Buyer's obligations herein shall survive the Closing or termination of this Agreement.

As used in this Agreement, the term "**Hazardous Substance(s)**" means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

5.3 School Board Approval. As an express condition to Closing, Buyer must have obtained, on terms and conditions satisfactory to Buyer in Buyer's sole and absolute discretion, final School Board approval of this Agreement ("**School Board Approval**"). If Buyer has not obtained School Board Approval prior to expiration of the Due Diligence Period, then this Agreement shall automatically terminate, the Earnest Money shall be refunded, and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement.

5.4 Configuration of Property. The Property will be configured as shown on the Preliminary Plat attached as Exhibit B. If any material change in the configuration of the Property is necessary, Buyer and Seller agree to work together in good faith to determine the revised configuration of the Property, and each sign the agreed upon revised drawing or legal description of the Property and such drawing or legal description shall be added hereto as Exhibit D.

5.5 Infrastructure Improvements.

5.5.1 Seller will construct, at Seller's cost and expense, the following improvements: roundabout at Butler Market /Eagle Road, and roads, sewer, water, gas, power, and a 4-inch conduit for cable to the Property consistent with the Master Plan, shown on the attached Exhibit C (the "**Infrastructure Improvements**") adequate for a 600-student elementary school. Seller shall provide service stubs at Seller's sole cost to the Property in locations mutually agreed upon by the parties. There shall be a holdback of funds from closing to assure Infrastructure Improvement completion. The obligations contained in this Section and Section 6.5 shall not merge with the Deed and shall survive Closing

5.5.2 Seller shall use Seller's best efforts to complete the Infrastructure Improvements on or before December 31, 2024. The obligations in this Section shall not merge with the Deed and shall survive the Closing.

6. CLOSING

6.1 Closing Date. The closing of the Transaction (the "**Closing**") will take place in escrow at Title Company within sixty (60) calendar days of Recording of the final plat creating the Property; provided that if Closing does not occur on or before December 31, 2021 (the "**Closing Deadline**"), Buyer may terminate this Agreement and receive a refund of its Earnest Money and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement. The exact day of the Closing (the "**Closing Date**") will be determined by Buyer with at least five (5) calendar days' prior written notice to Seller.

6.2 Buyer Obligations. At the Closing, Buyer will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) the amount specified in Section 2.1, subject to adjustment as provided in this Agreement; (b) a buyer's closing statement; and (d) any other documents reasonably required by the Title Company to complete the Closing.

6.3 Seller Obligations. At the Closing, Seller will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) a Statutory Warranty Deed, subject to only the Permitted Closing Encumbrances (the "**Deed**"); (b) a nonforeign affidavit for purposes of Internal Revenue Code § 1445; (c) the appropriate Oregon withholding tax forms; (d) a seller's closing statement; and (e) any other documents reasonably required by the Title Company to complete the Closing. At the Closing, Seller shall deliver exclusive possession of the Property to Buyer.

6.4 Prorations; Closing Costs. Any utilities, rents, real estate taxes and assessments, and other similar expenses with respect to the Property will be prorated between Seller and Buyer as of the Closing Date. The proration will be made at the Closing to the extent possible.

Seller will pay one-half of the any escrow fees and the premium for a standard coverage title insurance policy. Buyer will pay one-half of the any escrow fees, the cost of any survey obtained by Buyer, the premium for extended title insurance coverage and for endorsements to the title insurance policy (if desired by Buyer), and the fee to record the Deed.

6.5 Escrow Holdback. To assure timely completion of the Infrastructure Improvements, \$600,000 of the Purchase Price shall be held by the Title Company in Escrow ("**Holdback**"). The Holdback will be released to Seller upon completion of the Infrastructure Improvements and their acceptance for warranty by the City of Bend ("**Completion**"); provided, however, that if Completion has not occurred on or before December 31, 2024, such Holdback shall be immediately released to Buyer

upon written request by Buyer. Each party shall hold harmless the Title Company for such release of the Holdback. The parties will enter into a Holdback Agreement in a format approved by Seller, Buyer, and the Title Company. The Title Company will invest the Holdback in accordance with Seller's reasonable instructions.

6.6 Title Insurance. Within ten (10) calendar days after the Closing Date, Title Company will furnish Buyer with an ALTA standard form Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer as the fee simple owner of the Property subject only to Title Company's standard preprinted exceptions and the Permitted Closing Encumbrances. Buyer may obtain, at Buyer's cost any extended title insurance coverages or endorsements requested by Buyer.

6.6 Disclosure. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, AT THE CLOSING, BUYER WILL PURCHASE THE PROPERTY SUBJECT TO: (1) ALL LATENT AND PATENT DEFECTS, ERRORS AND OMISSIONS IN THE PROPERTY; (2) ANY FAILURE OF THE PROPERTY OR ANY PART OR PORTION THEREOF TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENT, LAW OR REGULATION; AND/OR (3) ANY FAILURE OF THE PROPERTY OR ANY PART OR PORTION THEREOF TO BE USABLE FOR ANY PRESENT OR EXPECTED USE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER IN SECTION 3, AT THE CLOSING BUYER WILL PURCHASE THE PROPERTY "AS-IS", ON A "WHERE-IS" BASIS, AND "WITH ALL FAULTS."

7. TERMINATION AND DEFAULT

7.1 Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon notice from Buyer to Seller if Closing has not occurred by the Closing Deadline; (b) upon written notice from Buyer to Seller pursuant to the terms of Section 5.1 or 5.2; or (c) automatically pursuant to the terms of Section 5.3. Upon termination pursuant to this Section 7.1, the Earnest Money will be returned to Buyer and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement.

7.2 Seller Default. If Seller breaches and/or otherwise fails to perform any of Seller's obligations contained in this Agreement, time of payment and performance being of the essence, Buyer will have any and all remedies available at law or in equity, including the right of immediate ex parte pre-judgment relief as provided by the Oregon Rules of Civil Procedure (without posting a bond or other surety). Notwithstanding the foregoing, Buyer shall not be entitled to recover from punitive damages. All available remedies are cumulative and may be exercised singularly or concurrently. This provision will not merge into the Deed and will survive the Closing.

7.3 Buyer Default. If Buyer breaches and/or otherwise fails to perform any of Buyer's obligations contained in this Agreement, time of payment and performance being of the essence, Seller will have the right, upon written notice to Buyer, to terminate this Agreement and retain the Earnest Money as liquidated damages and as Seller's sole remedy against Buyer for such breach; provided, however, that this limitation of remedies does not apply to Buyer's indemnity or restoration obligations under Section 5.2.

7.4 Notice of Default. Prior to declaring a party in default under this Agreement, the non-defaulting party will provide the defaulting party ten (10) calendar days' prior written notice (the "**Default Notice**") specifying with reasonable particularity all defaults under this Agreement that the non-defaulting party believes exist. The defaulting party will have the right to cure the alleged defaults within

ten (10) calendar days after receipt of the Default Notice to avoid any breach under this Agreement. Notwithstanding the foregoing to the contrary, the above notice and cure period shall not apply to a party's failure to close on the noticed date of the Closing as determined by Section 6.1.

7.5 Remedies. Seller acknowledges that the remedies available at law for any breach of this Agreement by Seller will, by their nature, be inadequate. Accordingly, Buyer may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without posting a bond or other surety.

7.6 Seller Indemnification. Seller will indemnify, defend, and hold Buyer and Buyer's representatives harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown ("**Claims**"), including, without limitation, reasonable attorney fees and expert fees, resulting from, or arising out of, whether directly or indirectly, the following: (a) Seller's completion of the Infrastructure Improvements whether occurring prior to Closing or after Closing; and (b) Seller's breach and/or failure to perform any Seller representation, warranty, covenant, and/or obligation contained in this Agreement; provided, however, that Seller shall have no indemnification obligation for any Claim arising out of or resulting from Buyer's acts or omissions. The indemnification covenants contained in this Section 7.6 will not merge into the Deed and will survive the Closing.

7.7 Hazardous Waste – Seller Indemnification. Seller releases and will defend, indemnify, and hold Buyer and Buyer's representatives harmless for, from, and against any response, removal, and/or remedial costs and expenses which may be assessed against Buyer and/or Buyer's representatives by federal and/or state governmental authorities as a result of Seller and/or Seller's Representatives activities on the Property involving the use, storage, handling, transportation, treatment, disposal, and/or release of any Hazardous Substances prior to the Closing. This will include, without limitation, all attorney fees, expert fees, and all remedial costs and expenses. The indemnification covenants contained in this Section 7.7 will not merge into the Deed and will survive the Closing. "Seller's Representatives" means each manager, employee, officer, contractor, and/or authorized agent of Sellers.

8. CONDEMNATION

If, prior to the Closing, all or any material portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact in writing. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller. Upon such termination, the Title Company shall return the Earnest Money plus any accrued interest thereon to Buyer and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by condemnation and Buyer shall be deemed to have accepted the Property subject to the taking without reduction in Purchase Price.

9. ADDITIONAL SELLER COVENANTS

Seller covenants to Buyer as follows:

9.1 Restrictions on Transfer and Contracts. Until the Closing or termination of this Agreement, Seller will not Transfer the Property or any interest in the Property without the prior written consent of Buyer, provided Seller may Transfer to an entity owned or controlled by Seller's member

provided that such Transfer shall not relieve Seller of any of its obligations pursuant to this Agreement and/or any related agreements to be entered into at Closing. Until the Closing or termination of this Agreement, Seller will (a) own and use the Property and perform all of Seller's obligations under all contracts included in the Property only in the ordinary course of Seller's business, (b) Seller will not enter into any contracts and/or amend, modify, alter, change, extend, and/or assign any contracts (and/or the terms and/or conditions of such contracts) binding Buyer or the Property following Closing without Buyer's prior written consent, and (c) Seller will perform all of Seller's liabilities and obligations under all contracts to which Seller is a party related to the Property. For purposes of this Section 9.1, "**Transfer**" means (a) any transfer, including, without limitation, any sale, exchange, gift, assignment, Encumbrance, foreclosure of an encumbrance, or attachment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, and (b) any contract involving the lease or use of all or any portion of the Property following Closing. Notwithstanding the foregoing, no Permitted Closing Encumbrance will be deemed a Transfer.

9.2 Seller's Best Efforts. Seller will use Seller's best efforts to effectuate the Transaction and will do all acts and things as may be required to carry out Seller's obligations under this Agreement. Seller will obtain all consents, authorizations, and approvals that Seller is required to obtain to effectuate the Transaction.

9.3 Notification. Until the Closing or termination of this Agreement, Seller will promptly notify Buyer of (a) any material breach by Seller of any representation or warranty in Section 3, (b) the occurrence after the Effective Date of any fact or condition that would cause Seller to breach any representation or warranty in Section 3 if the representation or warranty were made as of the date of the occurrence, (c) any material breach by Seller of any covenant in this Agreement, and/or (d) any event that makes the satisfaction of any condition in Section 5 impossible or unlikely.

9.4 Rights Not Exclusive. Buyer's remedies under this Agreement will not be affected by any investigation that Buyer has completed or conducted or by any knowledge that Buyer has acquired.

10. GENERAL PROVISIONS

10.1 Survival and Time of Essence. All representations and warranties made in this Agreement will survive the Closing of the Transaction for a period of two (2) years and will not merge into the Deed. Time is of the essence with respect to each and every obligation of the parties hereunder.

10.2 Attorney Fees. With respect to any dispute arising from or relating to this Agreement (even if such dispute arises after the Closing), or if a suit, action, arbitration, appeal, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

10.3 Binding Effect and Notices. Subject to Section 9.1, this Agreement will be binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the

third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

10.4 Entire Agreement and Severability. This Agreement sets forth the entire understanding of the parties with respect to the Transaction. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Transaction. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

10.5 Governing Law, Venue, and Dispute Resolution. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the parties to this Agreement or the subject matter of this Agreement. Any action or proceeding arising out of this Agreement will be litigated in the circuit court of Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a “**Dispute**”), Buyer and Seller will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be resolved as provided in this Agreement.

10.6 Arbitration. If any claim, dispute, or controversy arising out of or related to this Agreement occurs, the dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of real estate law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred including arbitration fees, attorney fees, expert fees, and all costs and expenses.

10.7 Execution; Counterparts; Time. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing and delivering an original document. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

10.8 Person and Interpretation. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes

the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The word “shall” is mandatory and not optional. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.9 Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.10 Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

10.11 Further Assurances; Assignment; Waiver. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. Neither party may assign or delegate any of the party’s rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may not unreasonably withhold, delay, or condition. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

10.12 Expenses. Except as otherwise provided in this Agreement, each party will bear the party’s own fees, costs, and expenses incurred in connection with the Transaction, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Transaction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and effective as of the Effective Date.

Buyer:

Bend-La Pine Administrative School District No. 1

DocuSigned by:

Brad Henry

53FED8F4-4444-4444-4444-444444444444

By: _____

Its: COO/CFO

Dated: 2/9/2021 | 4:01 PM PST

Seller:

Pahlisch Homes at Petrosa Limited Partnership

By: Pahlisch Homes, Inc., its General Partner

DocuSigned by:

Matt Nelson

05A77191-E6C64E5...

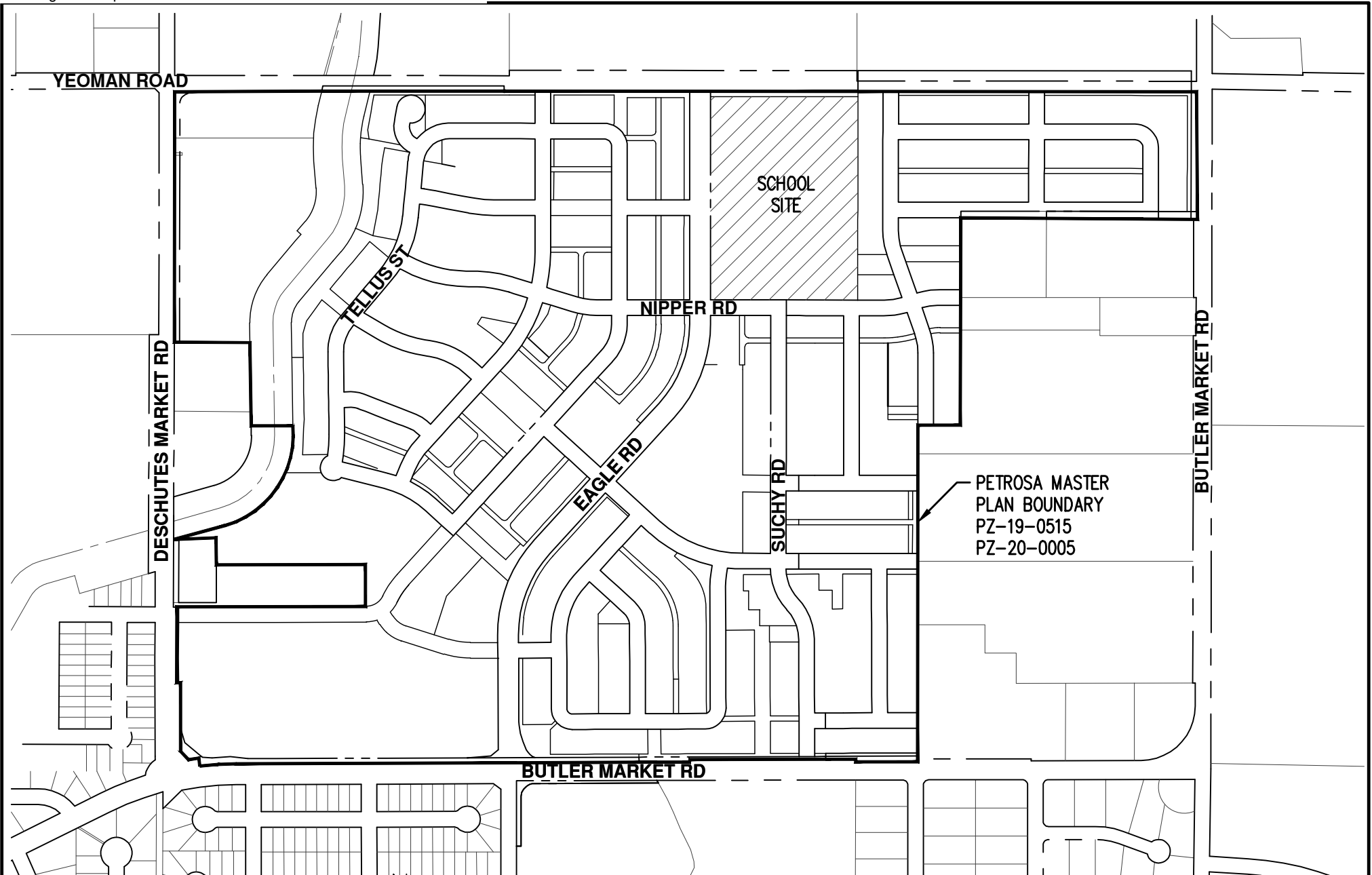
By: Matt Nelson

Its: Chief Executive Officer

Dated: 2/9/2021 | 3:22 PM PST

Exhibit A

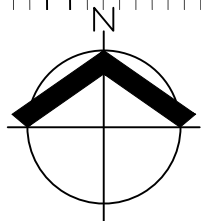
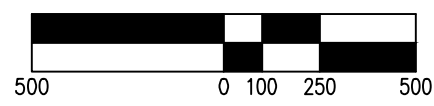
Purchased Property



PETROSA MASTER
PLAN BOUNDARY
PZ-19-0515
PZ-20-0005

DATE: 1/27/2021

SCALE: 1"= 500 FEET



PURCHASED PROPERTY

AKS ENGINEERING & FORESTRY, LLC
2777 NW LOLO DR, STE 150
BEND, OR 97703
541.317.8429 WWW.AKS-ENG.COM



EXHIBIT A
DRWN: CTS
CHKD: BLW
AKS JOB: 6777

Exhibit B

The Property

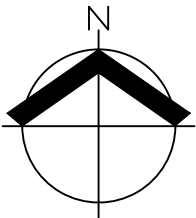
YEOMAN ROAD

EAGLE ROAD

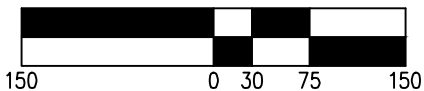
LINDEN STREET

SCHOOL SITE

NIPPER ROAD



SCALE: 1" = 150 FEET



DATE: 1/27/2021

PROPERTY

**EXHIBIT
B**

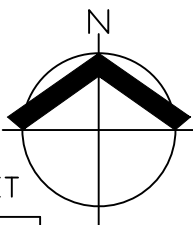
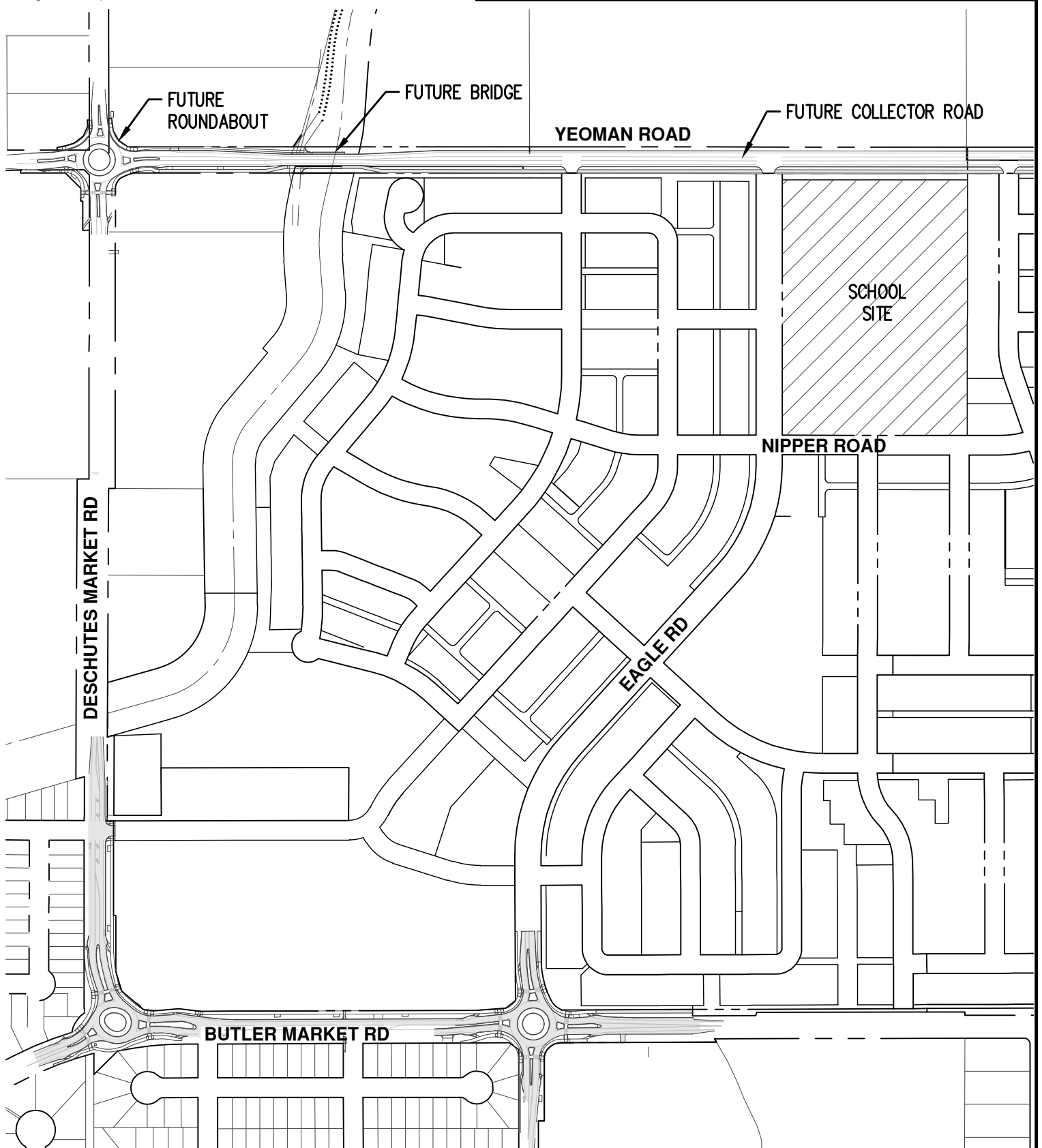
AKS ENGINEERING & FORESTRY, LLC
2777 NW LOLO DR, STE 150
BEND, OR 97703
541.317.8429 ²⁸ WWW.AKS-ENG.COM



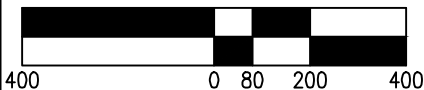
DRWN: CTS
CHKD: BLW
AKS JOB:
6777

Exhibit C

Infrastructure Improvements



SCALE: 1" = 400 FEET



DATE: 1/27/2021

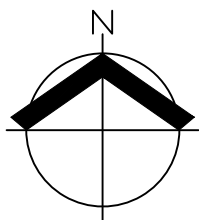
**INFRASTRUCTURE IMPROVEMENTS
ROADS**

AKS ENGINEERING & FORESTRY, LLC
2777 NW LOLO DR, STE 150
BEND, OR 97703
541.317.8429 ³⁰ WWW.AKS-ENG.COM



EXHIBIT
C-1

DRWN: CTS
CHKD: BLW
AKS JOB:
6777



150 0 30 75 150

AKS

DRWN: CTS
CHKD: BLW
AKS JOB: 6777



REPORT: 2020 Compliance Report for EL 9: Technology

PRESENTED BY: Skip Offenhauser & Juan Cuadros

EXECUTIVE SUMMARY:

Major Accomplishments from 2019-20

❖ *Instructional Technology*

- The instructional technology team continued to rapidly build resources and support teachers in Comprehensive Distance Learning. Needs were acute across the system as iPads were deployed to all K-2 students in addition to 3-12th grades. The teachers of our youngest students needed extensive help learning tools to create and deliver instruction while also managing family communication. We were able to quickly hire two additional staff to help with this work.
- Over the summer months, the Instructional Technology team also led more than 800 secondary (6-12th) grade teachers as they participated in an online course, “Growing with Canvas.” They supported these same teachers as they built out their classes on the Canvas platform, in preparation for this to be the single system used across our secondary schools starting in September. Canvas support continues to be a large part of the work that our secondary instructional team supports.
- Our team has been called on to support more digital curricula and systems than ever before this year. This support includes not only initial testing and implementation, but the creation and distribution of resources during launch and continued problem solving with regard to functionality. A few examples of the platforms our team works with frequently include the following:
 1. WebEx- We are the primary resource for user-facing questions and support, system-wide. Our team works with both our teachers and WebEx technicians frequently to diagnose and provide solutions to the challenges that staff and students encounter.
 2. Dreambox Learning, a digital math program, which was expanded from grades 3-5 to grades K-8 in all elementary schools.
 3. Lexia Core 5, a reading skills platform, continues to be used and supported for all K-5 students.
 4. SeeSaw is a communication and learning management system used by all of our K-2 teachers and students.
 5. Google Classroom is the learning management system used by all of our 3-5 teachers and students.
 6. Apple Classroom allows teachers to view student iPad screens on their own device, which allows for learning support while maintaining appropriate social distancing in a classroom. This platform is an important tool for hybrid instruction as students are back in classrooms, and is used and supported K-12.
 7. In addition to the services listed above, this year the Instructional Technology Team has supported the launch and continues to support and troubleshoot use of more than 60 other digital curricula and systems
- Instructional Technology continues to add and refine content on a blog and website for teacher use.
 1. In addition to frequent content updates, the Instructional Technology Team has created 42 blog posts on this site since the start of the school year. That’s almost 2 each instructional week!
 2. On average, 75+ discreet users access our site on a school day

- Sora is the digital district library. Instructional Technology also supports this resource. Usage continues to grow, with more digital checkouts in the last 9 months than ever before.
- The Bend-La Pine Online program has also grown this year.

In grades K-5: During the 2019-20 school year our full-time online elementary program served between 50 and 60 students. To date for 2020-21 we have served more than 850 students in the full-time online elementary program, with current enrollments at about 670 students. Five additional staff were hired to support this need. In addition to supporting the students and families on their caseload, each BLPO elementary teacher also offers several options for students to connect with others and engage in group activities each week. Online elementary students come to read alouds, sharing groups, and attend clubs with topics ranging from Legos to Creative Writing, Comedy, Sign Language, Cooking and more. Any BLPO elementary student can attend offerings from any of our teachers. We even have students who are no longer enrolled in the program ask if they can continue attending some of these sessions. Participation averages about 20 students per session, with our largest club (Lego Creations) attracting more than 60 students some weeks.

In grades 6-12: To date, our staff have served more than 2600 students in more than 11,500 courses for an average of 4.4 courses per student. When we compare this to the same time period during the previous year, Bend-La Pine Online served just over 2400 students in 6200 courses, for an average of 2.5 classes per student. This comparison demonstrates that, at the secondary level, the number of students accessing our program has only increased by about 200. However, more students are using the online program for more of their coursework than ever before. To meet the support needs of these additional courses and students, we were able to add 2.5 staff to our secondary team.

❖ *Information Technology*

- The District implemented a third-party phishing assessment, training and education system as well as began the use of multi-factor authentication as a means to strengthen security across all systems.
- We provided more digital access to students through distribution of “hotspots” across the District
- With funds from our 2017 construction bond, IT performed additional work on school physical access control projects and related systems, as well as expanded site-based cameras.
- IT continued to enforce its purchasing policy, prohibiting the purchase of non-secure network devices.
- The District upgraded the financial and HR system and continued to assess daily systems for process improvements
- IT continued infrastructure work to improve our network as well as work in classrooms across the District to support classroom instruction

Priorities for 2021-22

❖ *Instructional Technology*

- Increase Digital Responsibility (replace term Digital Citizenship) awareness and instruction support, K-12.
- Increase bilingual digital resources for students and families, including online school resources.
- Focus on leadership PD and structures that enhance learning with instructional technology.
- Coordinate help desk support staffing for instructional tech scheduled to answer calls from staff, families and students.
- Increased usage of digital platforms that are intended for learning such as Discovery Education, Newsela, World Book Online and other paid databases.

❖ *Information Technology*

- Continue phishing assessment, training and education for all staff and finish the multi-factor authentication roll-out to all staff as a means to strengthen security across all systems
- Plan, test and implement the next upgrade of our business and HR software as well as expand other systems as a way to provide efficiencies in both departments and across the District

- We will continue to prioritize information security policies, practice, audits, technical solutions and mitigations.
- Working with Facilities, assist in bringing online Caldera High School!

Bend-La Pine Schools
Superintendent Monitoring Report to Board of Directors: March, 2021

Executive Limitation 9 – Technology

Background/Discussion

The School Board has created a set of policies that are used to help govern Bend-La Pine Schools. Each year, District staff will report to the Board regarding one group of these policies, the Executive Limitations. These reports are designed to provide the School Board with information regarding how the Superintendent is meeting the criteria established within the adopted Executive Limitations.

Monitoring Report

The Superintendent shall not fail to establish and maintain a visionary, secure, and equitable technology environment that promotes the best teaching and learning for our students consistent with the Board Ends and Policies.

Accordingly, the Superintendent shall not fail to:

- 1. Provide equitable access to hardware and software technology, as well as connectivity to the greatest degree possible, throughout the district.**

Evidence of Compliance:

It is a priority in Bend-La Pine Schools that staff and students are provided equitable access to technology and equitable online access. According to studies, teachers who have difficulty getting access to high quality devices, software, and connectivity for students when needed are much less likely to plan and implement classroom and remote activities that include digital communication, digital collaboration, digital creativity, and critical thinking.

To ensure a high level of support for staff and students, each school has an identified Tier 1 support person, and site techs are evenly distributed throughout the district. This ensures tech support to teachers and students can be provided in a timely manner. Beginning in the fall of 2020, we also added “First Responders” at each secondary school in the district. Each site has 2-4 of these staff, who receive additional hourly compensation to be the “go to” for digital systems support at their site, including Canvas, WebEx, and Digital Curriculum. District staff meet with these team weekly to support their work.

In the spring of 2020, the district had to quickly convert to a remote learning environment. While Bend-La Pine Schools was far better prepared than most districts in Oregon to support remote learning, we had students and families without Internet access and K-2 students without Ipads. In the spring, the district was able to provide hotspots to all families who requested them, and we continue to support this access. In the fall, we distributed Ipads to all K-2 students. It is our commitment to maintain access and devices for all students. All students returning to Bend-La Pine Schools for the fall of 2021 will keep their devices over the summer in order to provide equitable access to summer learning and enrichment opportunities. The Bend-La Pine Online Program has seen a significant increase in enrollment this year. To support this growth the program was allocated additional certified staff to support students and families. Even before

the disruption to in-person learning created by the pandemic, more students than ever have been taking advantage of online class offerings for both original credit and credit recovery classes, both during the school year and over the summer. In the years to come, it is our goal to become less reliant on outside vendors (Such as Fuel Ed/K12) to provide core content, and instead start to build out classes using Bend-La Pine adopted curricula and teachers to support our students. The knowledge and skills gained by both our teachers and support staff during the pandemic will facilitate this process.

Access to assistive technology has also increased. Through our partnership with the High Desert ESD, we have been able to provide improved assistive technology options for students requiring such accommodations.

In addition, the district has expanded offerings in computer science, with offerings now available at all school levels: During the 2020-21 school year, Bend-La Pine is participating in the [SCRIPT CSforALL](#) initiative. This NSF funded work is intended to help districts nationwide identify ways to expand access, address equity, and build sustainable k-12 computer science offerings in their schools. This ten member team has now completed their training and is meeting regularly to set goals, plan and provide professional development with the intent of expanding access to computer science for students. In addition, the district continues to expanded offerings in computer science, with offerings now available at all school levels.

The district has created computer science [guiding principles](#), [scope and sequence](#), as well as guidebooks for both [elementary](#) and [middle school](#).

- Elementary computer science teachers primarily integrate lessons into other core subjects using the ipad based on activities from [Code.org](#), [Scratch](#), and [Tynker](#), for example. Some schools such as Buckingham and Juniper have formal curriculum and activities available to students. All recommended elementary computer science activities are iPad compatible.
- Juniper is using code.org. The staff has gone through the 6.5 hour training that Code.org provides for free. Here is a [link](#) to scope, sequence, and lesson plans.
- Computer science classes have been established at every district middle school, supported by a district instructional technology coach.
Computer Science is available at some of our campuses that have robust CTE programs, especially Mt. View and Summit and Bend Tech. As our middle school programs continue to expand, it is our hope that our capacity at high school will grow at a complementary level.

2. Establish and support adherence to common expectations for use of technology by staff and students, which promote responsibility and a safe and positive learning environment.

Evidence of Compliance:

Engaging students in 21st Century learning requires educating them on responsible behavior when using technology: proper care of their device, legal use of content, establishment of an online presence, online safety, and cyberbullying prevention. To address the responsibility, Bend-La Pine Schools has created the following practices and resources:

- Apps requested by teachers are [reviewed thoroughly via a third-party organization](#) to insure privacy levels and management of student data adhere the expectations of Child Online Protection Act (COPA) and the Children's Internet Protection Act (CIPA).
- A robust mobile device management system (MDM) is utilized that allows for the standard setup and configuration of iPads.
- Access to the App store is managed via the MDM. All students download approved Apps via Self Serve. No students are allowed to download apps directly from the App Store.
- [The district has expanded digital citizenship lessons for each grade level that utilize Common Sense Media material.](#)
- [The district has also developed a website and posters communicating proper device usage and troubleshooting tips for students.](#)
- On a yearly basis, students and parents are required to read and sign the Bend-La Pine School's [Acceptable use Policy \(AUP\)](#). Doing so addresses the requirements of the Child Online Protection Act (COPA) and the Children's Internet Protection Act (CIPA).
- [Home access to the Internet occurs via a VPN connection](#) to insure student Internet usage is always filtered.
- The district has activated the iPad screen time feature to inform students and parents about weekly screen time statistics.

3. **Establish and support the implementation of standards of practice for instructional technology for staff.**

Evidence of Compliance:

Schools that support 21st Century learning have leaders who regularly engage teachers in observations, class visits, and discussions about best practices for teaching with technology. Technology use for teaching and learning continues to be very strong and continues to be a topic at department and grade-level meetings.

Again, the challenges of remote learning in a pandemic have also created opportunities for professional learning and systems development to create and maintain common expectations. The district has adopted Canvas as our secondary learning management system, and Google Classroom and Seesaw at the elementary level. Instructional coaches and building experts have worked to create Canvas courses, with common templates and standards-based approaches. Teachers have gained skills in the use of Webex and powerful and engaging digital tools such as Lexia, Dreambox, MyOn, Newsela, Discovery Streaming and more. They have also learned to use the instantaneous data from these tools to target small group learning to the skills that specific students need, and build asynchronous learning experiences tailored to the specific needs and interests of their classes.

4. **Ensure that the technology resources of the district are coordinated and managed for long-term sustainability.**

Evidence of Compliance:

Bend-La Pine Schools owns and makes use of substantial technology resources. Examples include the following:

Hardware

- Servers
- Storage
- Client Computers
- Mobile Devices
- Networking Hardware
- Wireless

Services

- Data Lines (Leased fiber optics)
- Telecommunications (Phone services)
- Internet Connections
- Other Services (Email, video conferencing, etc.)

Software

- Operating Systems
- Office Suites
- Database Software
- Networking Services

Bend-La Pine IT utilizes various processes and purchasing vehicles to ensure that the most appropriate technical resources are scoped and defined, and that most favorable pricing is obtained. Care is also given to adhere to purchasing guidelines and regulations.

During the evaluation and negotiation phases, useful life of technical resources is established. As part of the purchase, BLS often negotiates long-term maintenance upfront, ensuring the best possible price for hardware and software maintenance. BLS often pre-purchases maintenance and support for the life of the asset, if possible. This allows us to clearly define the “sunset” date of the technology resources, plan for future replacement or retirement, and avoid unknown fees or repairs. It also limits recurring fees for support that can complicate budgets and hamper planning and resourcing for future needs.

All IT services undergo regular rigorous review to ensure that performance agreements are met and that the service is adequate and appropriate. If needed, contracts are set up or terminated based on need and changing market conditions.

Most of the purchases of services, and some hardware, must meet federal guidelines for the eRate program. BLS IT works closely with identified eRate experts to maximize value in this program and follow the complex processes and required submissions of documentation.

By focusing on both current and future needs, and dovetailing with a technology lifecycle model, Bend-La Pine can ensure that all technology resources, assets, and IP are managed and protected long-term; that assets are appropriately scoped and obtained; that staff and student needs are met; that a firm foundation exists for future needs; and that district financial resources used to purchase technology resources are optimized

5. Ensure that all student data and information is protected.

Evidence of Compliance:

Bend-La Pine student data and information are considered confidential, and are treated as such. Access to systems containing student data is given out on a needs basis. The largest, and most used, system is the Synergy Student Information System. Other minor systems (Google, etc.) contain some student information, as well.

Explicit actions have been taken to protect student information within Bend-La Pine Schools:

- Communicating that student information shall not be transmitted via insecure systems (email, etc.)
- The implementation of industry standard best practices for staff and student password security requirements.
- The creation and promotion of a secure sending platform to transmit student information, so email can be avoided.
- The integration of most systems into the district's Active Directory platform, allowing for the management of user identities in one place, automatic access termination across systems, etc.
- Adherence to [JOA-AP: Directory Information](#), which defines student record request limitations.
- The hardening of IT systems that contain student information, to the degree possible.
- The review of Apps requested by teachers via a third-party organization to insure privacy levels and management of student data adhering to the expectations of Child Online Protection Act (COPA) and the Children's Internet Protection Act (CIPA).
- All district student password change.
- Plans to remove Synergy and other sensitive services from the public internet.
- Implementation of VPN on all district devices.

The above, coupled with communication of best practice, diligence and awareness, helps to keep BLS student data and information safe.

6. Protect the digital and information assets of the district, including intellectual property.

Evidence of Compliance:

Bend-La Pine Schools employs physical and non-physical means to ensure that information assets are protected. Much of this revolves around following best practice and industry guidelines for preparedness, disaster recovery, and business continuity. Some of the specific methods or tools include the following:

- Employing a best-in-class data backup system, used to back up critical data.
- Installing, configuring and maintaining an industry leading firewall, intrusion detection and intrusion prevention system.
- Utilizing an effective spam/virus filter.
- Performing monthly PCI compliance scans on customer-facing financial systems.
- Installing appropriate and cost-effective redundancy.
- Maintaining an off-site backup and recovery location (disaster recovery site).
- Enforcing district-wide password policies.
- Heavily leveraging virtualization, to limit reliance on individual physical servers and limit downtime when servers or drives fail.
- 100% utilizing of “dark fiber,” which is much more secure and controllable, and provides some limited ring topologies.
- Continuing the rollout of card lock access and cameras in data closets at all sites.
- Completing the new district server location, providing increased security and reliability, generator back-up, fire suppression, etc.
- Partnering with HR and the business office to evaluate and develop proactive education for staff related to good digital security practice.
- Including IT practices and processes in the district comprehensive financial audit.
- Enhancing data center integrity and security and limiting access to key personnel only.
- Third party phishing assessment, training and other cyber security education.
- Upcoming implementation of two-factor authentication on external systems.

Intellectual property is protected by ensuring that clear ownership exists for Bend-La Pine developed solutions, systems and software, and that lines between personal and Bend-La Pine work exist. All developed solutions are shared internally, providing visibility, and code is stored appropriately. IT will continue to review the feasibility of employee agreements as necessary.

Bend-La Pine continuously monitors and evaluates IT security threats and our preparedness. Our ongoing activities in this domain are dynamic and increasing, with ongoing planning and resources allocated to information asset protection.

Bend-La Pine Schools has expanded or extended the above systems to include the following:

- An updated and expanded backup and recovery system.
- An expanded file storage system with no mechanical disks.
- Initiation of additional generator capability for district level IT assets.
- Evaluation of generator capability at school sites.
- Active and ongoing security evaluations of the district business system.
- Wiring of IT data rooms and closets district-wide for secure access and cameras.
- Initiation of limiting access to IT closets at sites to authorized personnel only, including changing of physical locks.
- Email server filtering and blocking of suspicious number patterns (credit card numbers, social security numbers, bank account information, etc.).
- Engagement of a third party to assist with the creation of staff IT safety and security training materials (phishing, etc.)
- Implementation of active vulnerability scanning platform – systems, servers and clients (internal and external).
- Additional tuning of security technologies and protections.

- Partnerships and engagements with other organizations and private parties, focused on proactively addressing and enhancing information security.
- Continual changes to network architectures to improve security and reduce vulnerability.
- Implementation of counter-measures for external attacks.
- Evaluation of multi-factor authentication.
- Cessation of the use and purchase of wireless input peripherals (e.g. keyboards, mice, trackpads, etc.) district-wide.
- Evaluation of data encryption technologies.
- Security reviews of IT systems and applications.
- Physical security reviews.
- Communication of information security concerns with top level leadership of business partners.
- Streamlining of inconsistent process, to avoid confusion, increase efficiency and improve standardization.
- IT staff information security training and certification efforts.
- Emphasis on creating a culture of responsibility and focus on security and awareness.

7. Ensure a Digital Review Process is conducted every five years, to ensure technology implementation and practices reflect the innovation in a rapidly evolving sector and research-based and developmentally appropriate best practices in K-12 education.

Evidence of Compliance:

The district will regularly review digital systems and curricula in order to assure their continued relevance and functionality. This will include online school materials, apps, digital citizenship curricula and web resources.