

**Bend-La Pine Schools
Bend, OR 97703
October 13, 2020**

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 October 13, 2020 School Board Meeting virtually. Members of the public may watch or listen to the board meeting via the following options:

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

Join by Phone: 408-418-9388 / access code: 120 904 4996

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

Consent Agenda

Approval of Minutes – September 15, 2020 & September 22, 2020 <i>Reference: ORS 192.650 and ORS 332.057</i>	Chair Douglass
Approval of Personnel Recommendations <i>Reference: ORS 332.505</i>	Katie Legace

Reports

School Reopening Update	Superintendent Nordquist
School Investment Plan Update	Superintendent Nordquist
Division 22 Assurances Report	Superintendent Nordquist
Executive Limitation 7 – Facilities Policy Monitoring Report	Mike Tiller
Financial Update	Leah Bibeau
Policy Update	Andrea Wilson

Discussion Items

Superintendent Search Process	Chair Douglass
Approval of Executive Limitation Updates: <ul style="list-style-type: none">▪ EL 3 – Treatment of Students, Parents/Guardians & The Public▪ EL 4 – Treatment of Staff▪ EL 5 – Staff Compensation & Development▪ EL 6 – Staff Evaluation▪ EL 8 – Academic Program▪ EL 9 – Technology	Chair Douglass

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 Board of Directors Meeting Minutes

Meeting Date: September 15, 2020

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

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

Call to Order

The meeting was called to order at 5:32 p.m. by Chair Douglass, roll call followed.

Public Input

Chair Douglass noted the Board received public input in written format and the following comments were read aloud:

- Return to in-person instruction and decision making process of the Board and district: John Hinman
- Reconsider the comprehensive distance learning and in-person/hybrid instruction review period from six weeks to three weeks: Katie Bien
- Request to return to school and in person instruction: Kate Broadman
- Changing the timeline for K-3 return to in-person/hybrid instruction and advocating to continue with the original timeline established by the district: Anonymous Bend-La Pine Schools Teacher
- Written public comment was also submitted by the following community members: Robin Bailey, Drew Bledsoe, Monica Brown, Carol Carson, Chris Cooper, Laura Cooper, Stacy Cox, Nancy Darling, Kristina Emerson, Sarah Graziani, Ryan Gallivan, Cassandra Jones, Robinson Knox, Sarah Lindsey, Christine Maclean, Sheri Massine, Shauna McDonough, Mimi Miller, Jessica Petkun, Kaari & Nick Vaughn, Debbie Wade, Kristin Watson, and Nicoa Wood.

Chair Douglass thanked all community and staff members who have reached out and written to the Board and noted all Board members have read every message. While the Board respects and considers all feedback, Douglass said there is no right answer regarding school reopening, as opinions vary widely on COVID-19 and what is considered a safe environment for in person instruction. Douglass said the Board and district leadership team has spent hundreds of hours to determine how and what is the best way to get students and staff back to school and in person instruction safely. Safety, equity, and guidelines set forth by the Oregon Department of Education and the Oregon Health Authority are at the forefront of return to school decisions, however, this is a dynamic, complex and constantly changing environment the Board and district are working in and trying to make decisions around.

Consent Agenda

Julie Craig moved to approve the Consent Agenda. Amy Tatom seconded the motion. Unanimous approval.

Reports

❖ **School Reopening Update**

Chair Douglass invited Superintendent Nordquist to share an update on reopening schools. Nordquist thanked the Board for their service and asked Katie Legace, Deputy Superintendent, to share an update on the first day of school. Legace shared that yesterday over 4,000 WebEx meetings were hosted by teachers as they welcomed students to the 2020-21 school year in a comprehensive distance learning format. She shared her thanks and appreciation for the tremendous efforts of all district staff members during these unprecedented times.

Superintendent Nordquist shared a report on reopening schools. She noted the new date for students in grades K-3 to return to in person instruction in a balanced hybrid model is now Monday, October 5. The updated plan has been created with student's best interest at heart and also a decision made as Deschutes County has met the metrics for K-3 students to return to in person instruction. She reviewed the metrics set by the Oregon Department of Education and Oregon Health Authority and how Deschutes County has measured in COVID-19 cases over July and August. Nordquist shared her appreciation of staff, students and families for their flexibility and shared transition plans and timelines for K-3 students.

Nordquist reviewed the work that the district has done over the past months from teachers to the district's maintenance team and transportation departments and shared her thanks and appreciation for their efforts to meet and align with the return to school requirements set by ODE and OHA. Board members asked clarifying questions about reopening, limited in person instruction, cleaning standards, staffing, protocol for students and staff with COVID-19-like symptoms, and discussion ensued on the district's reopening efforts. Chair Douglass thanked all for the great discussion and work at the district level. Julie Craig shared her thanks to fellow Board members for their thoughtfulness and leadership during the past six months.

❖ **Executive Limitation 1 – Global Executive Restraint Policy Monitoring Report**

Superintendent Nordquist reviewed the EL 1 policy monitoring report in the board packet and offered to answer questions. There were no questions.

❖ **Executive Limitation 2 – Emergency Superintendent Succession Policy Monitoring Report**

Superintendent Nordquist reviewed the EL 2 policy monitoring report in the board packet and offered to answer questions. There were no questions. Melissa Barnes Dholakia complimented Nordquist on the Cabinet and leadership team she has put together as the search for a new superintendent gets underway.

❖ **2020-21 Enrollment Report**

Brad Henry reviewed current enrollment numbers. Bend-La Pine Online's program is now included at each level, by grade and Henry said the BLPO program's enrollment has increased significantly since the 2019-20 school year. The district's overall enrollment is down by about 1,000 students (in schools and programs) for the 2020-21 school year. He noted the Oregon Youth Challenge Program was projected to have 240 students and currently they have zero enrolled as they have postponed the start of their program due to COVID-19 and many families have chosen to homeschool or attend virtual charter schools which he attributes to the decline in enrollment.

Henry shared that like-sized districts across the state are all seeing about the same decrease in students as Bend-La Pine Schools. He also reviewed how the decrease in enrollment could potentially impact funding. The district did receive just over \$2 million to help support the purchase of PPE, masks, shields, cleaning supplies, and additional iPads purchased for grades K-2. Chair Douglass shared her concern about the large decline in enrollment and asked if we have asked families why they are leaving and where they are enrolling their students.

Action Items

❖ **Welcoming Week Proclamation**

Melissa Barnes Dholakia acknowledged the City of Bend is currently in Welcoming Week and read the proclamation aloud.

❖ **Superintendent Search Process**

Chair Douglass asked Julie Craig to share an update on the Superintendent search process. Craig shared that HYA has resumed the search from last spring and the job posting is set to close on October 8 with interviews scheduled to take place in November and a decision/announcement to be made in December or January. Discussion ensued on interview logistics and how to consider community involvement in light of COVID-19. Craig will bring a hiring process timeline to the September 22 work session for Board members to review and continue to discuss the search and hiring process.

❖ **OSBA Board of Directors : Position 3 Nomination**

Chair Douglass noted the summary and nomination information in the board packet and asked if there were any nominations for Position 3. No nominations were made.

Board Comments

Chair Douglass shared her thanks to fellow Board members and district leadership as they lead during these difficult times.

Shimiko Montgomery shared her thanks to teachers and staff as they started the school year off in comprehensive distance learning during very uncertain times. She thanked fellow Board members for their participation on various committees in the district and community and appreciates the engagement and leadership of all.

Melissa Barnes Dholakia noted that Welcoming Week is an important part of our community and encouraged all to look at the City of Bend's website to see what other Welcoming Week activities are happening and engage and participate if possible.

Stuart Young submitted the following written comment:

Fortunately, I could see everyone and hear all. No WebEx connection or audio but appreciated all questions, responses and the complex planning by all.

We know this year's school opening is an imperfect science. Safety first balanced with systemic preparation for rapid pivoting, is vital. Rapid pivoting is not our natural DNA. System pivoting is always cumbersome. Thanks to each board member, leadership team and staff person. And a shout out to a terrific community.

Things will get better. Great job all, Stuart

Meeting adjourned at 8:15 p.m.

Recorded by: Andrea Wilson

Bend-La Pine Schools Board of Directors Meeting Work Session Minutes

Meeting Date: September 22, 2020

Meeting Location:

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

Board Members Present

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

Call to Order

The meeting was called to order at 5:32 p.m. by Chair Douglass, roll call followed.

Douglass thanked all for attending, noting that the agenda tonight will be a work session format, adding the Board's intention to hold one business meeting and one work session style meeting each month this year.

Chair Douglass noted that Valerie Pitts with HYA is in attendance and suggested moving the Superintendent Search discussion to right after the reopening update. All Board members agreed.

Update

❖ **School Reopening Update**

Superintendent Nordquist shared an update on schools reopening, reviewing the metrics Deschutes County must meet for K-3 and 4-12 aged students to return to in person instruction. She noted there has been an increase in cases in Deschutes County which is concerning and until there are students physically attending in person, if the county does not meet the metrics, then the three-consecutive week calendar starts over as directed by the Oregon Department of Education. The metric data will be available mid-day on September 28, and the district will update the Board and families as soon as possible regarding the return of K-3 students. The Board asked clarifying questions and discussed metrics and scenarios surrounding the return to in person. Discussion around Bend Parks & Recreation use of facilities, masks and face shields, classroom set up, proximity of staff to students during in person instruction and metrics for when to close schools also took place.

Discussion

❖ **Superintendent Search**

Chair Douglass introduced Valerie Pitts with HYA and shared an update on the recruitment process and proposed timeline for the Superintendent search.

Board members agreed to have Pitts meet with new district administrative staff and new community leaders, reopen the feedback survey and to extend the application deadline to October 15. Board members will meet on October 27 in executive session with Pitts to review candidates. Julie Craig will continue to be the lead for the search and will work to confirm members of the interview committee and details of the process with fellow board members and Pitts.

Work Session

❖ Equity Coalition Formation & Work Discussion

Superintendent Nordquist said Sonya Littledeer-Evans has agreed to be the Equity Coalition facilitator for the next two years and she is currently working with Katie Legace, Chris Boyd, Juan Cuadros and Kinsey Martin to form the full committee. Chair Douglass asked how the Equity Coalition will interact with the board and Nordquist shared the idea of having the coalition join the October work session meeting.

❖ Executive Limitations Review Process & Board Ends Update

Melissa Barnes Dholakia led Board members through objectives around the work of Executive Limitations and Board Ends, and the goals of aligning Board Ends, Executive Limitations and Strategic Priorities. Barnes Dholakia noted key considerations she would like to keep at the forefront:

- What do we seek in terms of an organizational culture?
- What are our systems for empowering student and family voice?
- What are our systems for advancing staff diversity?

The discussion focused on revisions to the Board Ends and the following Executive Limitations:

- EL 3 : Treatment of Students, Parents / Guardians and The Public
- EL 4 : Treatment of Staff
- EL 5 : Staff Compensation & Development
- EL 6 : Academic Programs

Barnes Dholakia reviewed an updated draft of the Board Ends and led a discussion on the key considerations that are reflected in the Ends: Outcomes, Experiences and Adult Actions. She noted how each of the Ends had been revised and updated and discussion ensued on the suggested revisions and proposed measures. Barnes Dholakia will continue to revise the Ends and will follow up with three questions for Board members to consider in regards to Executive Limitation revision.

Chair Douglass thanked Barnes Dholakia for her work and noted the discussion of the Executive Limitations will take place at the October work session meeting.

Meeting adjourned at 8:00 p.m.

Recorded by: Andrea Wilson



HUMAN RESOURCES

Education Center

520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

(541) 355-1109 FAX

DATE: October 7, 2020

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

FROM: Jon Lindsay, 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 October 13, 2020. All Hires are subject to successful drug testing, background check, and Oregon licensure.

CERTIFIED HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE
Allred, Lindsay	Primary Teacher PS108219TMP	La Pine Elementary	Temporary Full Time	10/02/2020
Becker, Mary	Speech and Language Pathologist PS108446TMP	Special Programs	Temporary Part Time .20 FTE (<i>non- contract under .50</i>)	09/22/2020
Bell, Jessica	Science Teacher PS108516TMP	Sky View MS	Temporary Part Time .667 FTE	09/24/2020
Bohlein, Jordan	Language Arts Teacher PS108504TMP	Mountain View HS	Regular Part Time to Temporary Full Time	09/17/2020
Brown, Liam	Social Studies Teacher PS108484	Bend Senior HS	Regular Full Time	10/01/2020
Burch, Alexis	Intermediate Teacher PS108220TMP	Rosland Elementary	Temporary Full Time	10/05/2020
Child, Alexandria	Math Teacher PS108522TMP	Sky View MS	Regular Part Time to Temporary Full Time	09/29/2020
Debler, Rihana	Intermediate Teacher PS108216TMP	Juniper Elementary	Temporary Full Time	09/14/2020
Douglass, Amy	Online PE/Health Bend La Pine Online PS108487TMP	Bend La Pine Online	Regular Part Time to Temporary Full Time	08/31/2020
Gautreaux, Myria	Art Teacher PS108473 <i>Correction to PS# from 9/15/2020 report</i>	Summit HS	Regular Part Time .83 FTE	09/01/2020
Griffiths, Marcia	K-5 Music Teacher PS108509TMP	Bear Creek Elementary	Temporary Full Time	10/12/2020
Foster, Elizabeth	Enrichment Teacher PS108483TMP	La Pine and Rosland Elementary	Temporary Full Time	9/28/2020
Hendrix, Lyndsey	Spanish Teacher PS108476	Pilot Butte MS	Regular Part Time to Regular Full Time	08/31/2020



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Hodges, Matthew	Design/Media Arts PS108474TMP	Pilot Butte MS	Temporary Part Time .50 FTE	09/14/2020
Horton, Brian	Intermediate Teacher PS108216TMP	High Lakes Elementary	Temporary Full Time	09/14/2020
Kraybill, Carey	Bend La Pine Online PS108487TMP	Bend La Pine Online	Regular Part Time to Temporary Full Time	09/23/2020
Minard, Jenna	Intermediate Teacher PS108216TMP	Juniper Elementary	Temporary Full Time	10/05/2020
Murphy, Nicole	Science Teacher PS108475	Pilot Butte MS	Regular Part Time to Regular Full Time	08/31/2020
Rodrigues, Amanda	Health/PE Teacher PS108419	La Pine HS	Regular Part Time .667 FTE	09/07/2020
Teson, Joy	Language Arts Teacher PS108504TMP	Mountain View HS	Temporary Part Time to Temporary Full Time	09/17/2020
Torrence, Amy	Intermediate Teacher PS108216TMP	North Star Elementary	Temporary Full Time	09/16/2020
Tucker, Rebekah	Certified Industrial Engineer Instructor PS108493TMP	Bend Senior HS	Temporary Part Time .167 TMP <i>1st semester only</i>	09/14/2020
Simpson, Steven	Counselor PS108503TMP	Pacific Crest MS	Temporary Part Time .50 FTE	09/17/2020
Williams, Karen	Art Teacher PS108454TMP	Elk Meadow Elementary	Temporary Part Time .10 FTE (<i>non- contract under .50</i>)	09/14/2020

CERTIFIED RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Daggett, Ian "Jake"	ERC Elementary Teacher	Special Programs	12/12/2016 – 09/25/2020
Hutto, Patricia "Cia"	Primary Teacher	La Pine Elementary	08/27/2007 – 09/30/2020
Tash, Catherine	Counselor	High Desert MS	10/28/2002 – 09/30/2020

CERTIFIED RETIRE/REHIRES

NAME	POSITION	LOCATION	REHIRED/END DATES
Tash, Catherine	Counselor	High Desert MS	10/01/2020 – 06/30/2021



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(541) 355-1109 FAX*

ADMINISTRATIVE HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE

ADMINISTRATIVE RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Hansen, Benjamin	Director of IT	IT Department	03/01/2007 – 10/09/2020



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(541) 355-1100

Fax (541) 355-1109

October 8, 2020

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

FROM: Jon Lindsay, Director of Human Resources – Licensed and Classified Staff

RE: Classified Recommended Hires, Resignations, Retirements, Terminations, and Retire-Rehires

The Human Resources Department recommends approval of the following hires, resignations, retirements, terminations, and retire-rehires at the School Board meeting on October 13, 2020.

Classified Hiring

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date
Agenbroad, Briana	PS108458 Office Secretary II	Pacific Crest	Reg 8.0 hrs / day	09/14/20
Bianchi, Nicole	PS108450 EA – Student Instruction	High Lakes	Reg 3.0 hrs / day	10/02/20
Blackburn, Matt	PS108437 Bus Driver	Transportation	Reg 4.0 hrs / day	10/07/20
Blackburn, Molly	PS108500 Consulting Registered Nurse	SPED	Reg 6.4 hrs / day	09/17/20
Chally, Elizabeth (Ashley)	PS108389 Office Secretary II	Highland	Reg 6.0 hrs / day	10/05/20
Chambers, Juli	PS108349 EA – Student Instruction	High Lakes	Reg 5.0 hrs / day	09/17/20
Chapple, Hazel	PS108463 EA – Student Instruction	Bear Creek	Temp 3.75 hrs / day	09/11/20
Ferrante, Nisha	PS108511 Media Manager	Pine Ridge	Temp 7.0 hrs / day – resigned Regular EA position	09/22/20
Garrison, Lorraine	PS108338 EA – Inclusion	La Pine Elementary	Reg 6.5 hrs / day	10/01/20
George, Hillary	PS108502 EA – Student Instruction	Lava Ridge	Temp 3.0 hrs / day	09/17/20
Goslin, Kristi	PS108469 Records Clerk	SPED	Reg 8.0 hrs / day	09/10/20
Goslin, Nathan	PS108520 Custodial Assistant II	Summit	Reg 8.0 hrs / day	09/24/20
Halliwell Templin, Kem	PS108529 Campus Safety and Security Monitor	Skyline	Reg 1 hr / day – added to existing 7.0 to make full-time position	10/01/20



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Hogan, Angela	PS108463 EA – Student Instruction	Bear Creek	Temp 3.5 hrs / day	09/09/20
Katz, Lizzi	PS108330 EA – Student Instruction	Elk Meadow	Reg 5.0 hrs / day	10/02/20
Kostka, Beth	PS108463 EA – Student Instruction	Bear Creek	Temp 3.5 hrs / day	09/09/20
Kramer, Dave	PS108431 Custodial Crew I	Buckingham	Reg 8.0 hrs / day	09/18/20
Larkin, Carter	PS108488 EA – Behavior Support	Pilot Butte	Reg .25 hrs / day – added to existing 7.75 to make full-time position.	09/09/20
Lisle, Stephanie	PS108514 EA – Student Instruction	Ponderosa	Temp 3.0 hrs / day	09/24/20
Mees, Rebecca	PS108337 EA – Inclusion	Juniper	Reg 6.5 hrs / day	09/14/20
O'Connor, Mary	PS108348 EA - ELL	Bend High	Temp 7.0 hrs / day	09/11/20
Perez, Laurie	PS108501 EA – Student Instruction	Lava Ridge	Temp 5.0 hrs / day	09/18/20
Pollard, Asa	PS108527 EA – Student Instruction	Buckingham	Temp 5.0 hrs / day	10/02/20
Roepke, David	PS108449 Custodial Foreman	Ensworth	Reg 8.0 hrs / day	09/08/20
Stafford, Amy	PS108497 Office Secretary II – TLC	Teaching and Learning	Reg 1.6 hrs day = Amy is now a full-time employee.	09/17/20
Vance, Jacqueline	PS108506 EA – Student Instruction	Juniper	Temp 6.0 hrs / day	09/28/20
Villagrana, Leybi	PS108313 ELL – Community Liaison	Bend High	Temp 5.0 hrs / day	09/09/20
Wellman, Lisa	PS108489 EA – Student Instruction	Buckingham	Temp 1.5 hrs / day	09/17/20
Williams, Megan	PS108527 EA – Student Instruction	Buckingham	Temp 1.5 hrs / day	09/28/20



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Classified Resignations

Name	Position	Location	Resign Date
Abbott, Brenda	Nutrition Server I	Bear Creek	12/03/19 – 09/15/20
Barker, Wendy	Nutrition Server I	Juniper	04/02/18 – 09/08/20
Burbank, Nathan	Bus Driver	La Pine Transportation	09/26/19 – 10/02/20
Chapple, Hazel	EA – Student Instruction	Bear Creek	08/28/20 – 09/11/20
Ervin Scott, Elizabeth	EA – Student Instruction (Accepted a Certified position)	Bear Creek	03/02/17 – 08/31/20
Foster, Elizabeth	EA – Inclusion (Accepted a Certified position)	W.E. Miller	08/27/19 – 09/25/20
Gibbon, Stephanie	EA – Inclusion	High Desert	08/29/17 – 10/02/20
Harris, Jenifer	EA – Student Instruction	Buckingham	10/15/10 – 09/14/20
Johnson, Elizabeth	EA – Student Instruction	Elk Meadow	08/27/19 – 08/30/20
Meeuwsen, Kimberly	Bus Monitor	La Pine Transportation	09/30/19 – 09/25/20
Presley, Deana	Transportation Specialist	La Pine Transportation	08/20/07 – 09/30/20
Schwerbel, Lacey	Nutrition Tech II	Silver Rail	10/14/20 – 09/01/20
Smith, Teresa	Curriculum Secretary II	Bend High	06/11/18 – 10/09/20
Vedarathnam, Jacqueline	Bus Driver	Transportation	09/26/18 – 10/16/20

Classified Retirements

Name	Position	Location	Resign Date
Warkentin, Bradley	Custodial Foreman	Highland	08/30/90 – 09/30/20

Classified Terminations

Name	Position	Location	Resign Date
Schoettler, Donald	Bus Driver	Transportation	11/01/19 – 10/07/20

Classified Early Retirement – Retire and Rehire

Name	Position	Reason	Rehire Date
Dobson, Kaye	Accounting Technician	Rehire through 06/30/21	10/01/20 – 06/30/21
Jacquot, Corina	EA – Inclusion	Rehire through 06/30/21	10/01/20 – 06/30/21

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13592

“Student Success Act -Student Investment Account”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Bend-LaPine Administrative SD 1** (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

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

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

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

4.2 Grantee’s Grant Manager is:

Lora Nordquist
Bend-LaPine Administrative SD 1
520 NW Wall St

Bend, OR 97703
lora.nordquist@bend.k12.or.us

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$4,525,320.69 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

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

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

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

SECTION 9: OWNERSHIP

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

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

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

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

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

SECTION 10: CONFIDENTIAL INFORMATION

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

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

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

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

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

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

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

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

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

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

SECTION 19: MISCELLANEOUS

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

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

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

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

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

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: _____
 Name, Title Date

GRANTEE Bend-LaPine Administrative SD 1

By: _____
 Authorized Signature Date

 Printed Name, Title

 Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

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

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are for two purposes:

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

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – PROJECT ACTIVITIES

This Grant Agreement is for the Foundational Year only.

Subsection 1. Continuous SIA Plan Implementation

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

Subsection 2. Foundational Year SIA Plan Refinement and Extension

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

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

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

SECTION IV – REPORTING REQUIREMENTS

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

Financial Reports

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

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

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

SIA Plan Performance Reporting

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

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

SIA grant monitoring

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

ODE SIA

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

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

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

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

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

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

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

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

EXHIBIT B

COMMON AND CUSTOMIZED FRAMEWORK

BEND-LAPINE ADMINISTRATIVE SD 1

SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

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

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

A. Expect to see

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

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

B. Would like to see

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

C. Would love to see

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

SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)

NA

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

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

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS:

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

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

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

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

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

ODE SIA

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

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

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

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



REPORT: 2019-20 Division 22 Assurances

PRESENTED BY: Superintendent Nordquist

EXECUTIVE SUMMARY:

By November 1 of each year, school district superintendents are to provide a Division 22 Report to their local school board regarding the district's standing with respect to all Standards for Public Elementary and Secondary Schools as set forth in [Oregon Administrative Rules 581-022-2305](#). Previously, districts were to report to their local school board in February. Following the Division 22 Assurances Report, districts are to post the Division 22 Report on their district website by November 1, 2020. Following that report, districts will complete and submit to the Oregon Department of Education (ODE) the annual Elementary and Secondary Schools Assurance Form by November 15, 2020.

On April 16, 2020 the State Board of Education adopted a new administrative rule, [OAR 581-022-0103: State Standards for the 2019-20 School Year](#). This rule established a streamlined set of Division 22 standards in effect for the 2019-20 school year, in recognition of the challenges faced by districts to accommodate for the emergency shift to Distance Learning for All in response to the COVID-19 pandemic. **For the 2019-20 school year, school districts are required to report on the Division 22 standards included in OAR 581-022-0103; any standard not included in this rule has been waived for the 2019-2020 school year.**



REPORT: 2020 Compliance Report for Executive Limitation 7

PRESENTED BY: Mike Tiller, Executive Director of Facilities

EXECUTIVE SUMMARY:

Major Accomplishments from 2019-2020

- The maintenance department continues to make ongoing training for staff a high priority. Confined Spaces, Asbestos, Commercial Blower & Scissor Lift training were completed by staff and Cascade Natural Gas sent a representative to do gas locate training.
- The department continues a cleaning and preventative maintenance program for storm drains across the district.
- To maximize energy and cost savings, the district has completed the following projects: Sky View Middle School exterior LED upgrade & Education Center Exterior LED upgrade. Completed DDC upgrades are: High Lakes, La Pine HS, Ponderosa, Pine Ridge, Summit HS. DDC upgrades in progress are Mt. View, Buckingham, Ensworth, Bear Creek, Cascade and Kingston.
- Maintenance has completed concrete projects throughout the district. Modular installation at Bend High is complete. Security fencing at High Desert MS is complete, WeatherTrak irrigation controls upgrade is complete, storm water infrastructure repairs completed at Buckingham, Miller and Summit. Main line sewer repairs at Pilot Butte and Jewell have been completed. Staff are in progress of converting electric water heaters with high-efficiency gas water heaters at La Pine High and Summit.
- The district continues to adhere to its Healthy and Safe Schools (HASS) Plan, with continued radon testing. Due to school closures from COVID-19, the testing for 2019-2020 was put on hold and will resume with the 2020-2021 school year. Sites remaining are High Desert, Bend High and South County.
- The district has completed, nearly completed and begun multiple bond projects this year: North Star Elementary School (completed); Caldera High School (in its 2nd year of construction); High Desert gym addition and LED retrofit (begun); gym addition and remodel at Juniper (begun); La Pine MS science room renovation (completed); Mt. View ADA improvement and site work (completed); Pilot Butte renovation Phase III (completed); Thompson renovation (begun); secure vestibules districtwide (completed); Brinson Phase III (completed); Distribution Center fire sprinkler system (completed); Bend High Phase I of the Master Plan and the kitchen remodel (begun); Elk Meadow LED upgrade, stage remodel, HVAC controls, fire alarm panel and fans (completed); paving projects at Buckingham, Lava Ridge, Sky View, Ensworth and Pine Ridge (completed); roofing of buildings B & C at Bear Creek (completed); LED retrofit and interior painting at

La Pine Elementary (completed); roofing projects at La Pine HS and Mt. View, and Pilot Butte (completed); roofing projects at Summit HS (phase 1 completed) and Bend High (completed); pavement preservation projects at multiple sites throughout the district (completed).

- Due to school closures from COVID-19, multiple bond and maintenance projects were able to be started sooner than anticipated.

Priorities for 2020-2021

- Due to the COVID-19 pandemic, sites across the district have had to institute new cleaning protocols to meet state and local guidelines. Staff will continue to receive the training and materials necessary to keep our schools and facilities safe.
- The district will continue to complete projects that maximize energy and costs savings, including DDC upgrades at Lava Ridge and LED Upgrades at the Distribution Center and Sky View library, cafeteria, and hallway, and the Education Center. Exterior lighting upgrades are in progress at the Maintenance Facility. Many of these projects are fully funded by ETO and/or SB1149 funds.
- **District will update the sustainability plan during 20-21, with a final updated plan available in the spring of 2021.**
- In preparation for the 2021 convening of the sites and facilities committee, maintenance and facilities staff have met with all school teams and have their list of priorities for renovations and repairs. District will begin planning for Sites and Facilities committee work in spring of 2021. Committee work will begin in fall, 2021.
- The district will continue to prioritize the board of directors' guidelines for processes, as well as responsible management, in its work on multiple 2017 bond construction projects across the district, including construction of the new high school, scheduled for completion in the summer of 2021. Other projects scheduled for completion in January 2021 are Juniper Elementary, High Desert MS and Thompson. Two significant projects, Bear Creek and Jewell cafeteria additions, are in the final phase of design and we anticipate submitting for permits in December 2020. Construction is scheduled to begin in the spring of 2021.

Bend-La Pine Schools
Superintendent Monitoring Report to Board of Directors

Executive Limitation 7 – Facilities
October 13, 2020

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 assure that physical facilities support the accomplishment of Board policies. Accordingly, the Superintendent shall not fail to:

- 1. Take reasonable steps to ensure that facilities are clean, safe and not subject to improper wear and tear or insufficient maintenance.**

Evidence of Compliance:

Each school has custodial staff to ensure safe and clean buildings and each month the building engineer conducts a safety check. An online system allows custodial and office staff to submit work orders to maintenance so building needs can be addressed. Maintenance staff identify and correct building and grounds needs as well as equipment and system upgrades.

The District's Safety Officer assesses our schools through site visits, inquiry and communication with staff. As appropriate, maintenance and safety needs are completed throughout the school year using operating funds. Temporary measures to help further secure school entries have been implemented until permanent fixes are constructed. The maintenance department holds monthly safety meetings and trains staff regularly.

The custodial department continues to utilize innovative methods and equipment to make cleaning the schools more efficient. Summer training helps the custodial crew in use of the methods and equipment for better cleaning of the schools. Custodial dollars are being set aside to help with replacing worn walk-off mats in schools' entrances. Team clean is expanding to more schools and we are adjusting the custodial positions to provide clean schools during the school year and assist with summer cleaning the best way possible.

In 2017, the Oregon State Legislature passed SB 1062, which requires that every school district, ESD, and public charter school develop a Healthy and Safe Schools (HASS) Plan. Per ORS 332.331, Bend-La Pine Schools has developed a HASS Plan for all buildings where staff and students are present. This plan will be updated when new buildings are constructed, acquired, or leased; or if the plan is modified by the district. (See link at the end of this report.)

In the months since the last report, we have changed most of our cleaning protocols to match what is required by ODE/OHA due to the pandemic. In addition, we have added new custodial positions across the District to help with the added cleaning and disinfecting at each site.

2. **Ensure a Sustainability Plan is developed, reviewed, and revised every 5 years or more. The Sustainability Plan shall not fail to:**
 - a. Address facility development, improvement, operation and maintenance
 - b. Identify objective short- and long-term measures for measuring efficacy and achievement of sustainability goals
 - c. Ensure data-collection to enable annual reporting on progress toward goals

Evidence of Compliance:

The district is currently developing a Sustainability Plan. The plan will be completed by spring of 2021 and will help inform the Sites & Facilities Plan.

3. **Refresh the 20-year long -range Facilities Plan every 5 years to address student capacity, site-specific instructional needs, operational and maintenance needs, changing technology, and the Sustainability Plan. The planning shall not fail to include the following:**
 - a. Formation of a Sites & Facilities Committee to carry out the board-developed charge. This committee shall be well-rounded and diverse, with representation reflective of the diversity of the student body and from attendance areas throughout the district. There should be balanced number of staff and non-staff members on the committee.
 - b. Compliance with local, state and federal requirements.
 - c. Consideration of optimal timing of proposed voter construction bond measures.
 - d. Expertise on green building and capital funding projects.

Evidence of Compliance:

The district convenes the Sites and Facilities Committee every five years, with the charge of creating a twenty-year facilities plan. This committee is composed of both school/district staff and community representatives. The work of the committee is divided into two phases. In phase I, district schools create prioritized lists of projects for their sites, and departments such as instructional technology and maintenance create districtwide prioritized lists. From these, the committee will visit each site to review the project and then will create a districtwide prioritized list of projects at our current facilities. The committee will also make recommendations about future capacity needs, based on enrollment projections and other population data.

In phase II, the committee examines funding needs. Staff will estimate the cost of the projects on the prioritized list, with a focus on projects that need to be completed within the next five years. Once complete, staff and committee representatives report the work of the committee to the Board.

Staff began to prepare for the committee work during 2019-20 by meeting with principals and other staff to understand the needs at District sites. Our plan was to begin committee work in the fall of 2020. We have now shifted our work to fall of 2021 to hopefully allow for in-person meetings of the committee, site visits and better alignment with a revised sustainability plan.

4. **Build new facilities without board approval. For new facilities programming, the superintendent shall not fail to ensure the programming and construction team:**
 - a. Invites board member participation for any project which requires architectural services;
 - b. Frames its work using board and district goals;

- c. Research and visit (in person or virtually) facilities which utilize best practices and innovation in education facility design and green building;
- d. Establish an architect and builder RFP process that is approved by the board;
- e. Notify the board when pre-construction drawings and value engineering recommendations are available, and provide a reasonable timeline for board members to review;
- f. Get board approval for change orders which alter the scope and purpose of the planned project (e.g., add or subtract from planned square footage or are in excess of \$300,000). Superintendent shall inform board leadership of any change orders which exceed \$100,000 but are less than \$300,000;
- g. Regularly update the board on construction progress;
- h. Evaluate the quality, value and functionality of projects after completion.

Evidence of Compliance:

With the passage of the 2017 construction bond, the district began the process of building both a new elementary school and a new high school. The design process for the new high school was particularly extensive, since the district had not constructed a high school since 2000. A large team, including district and school-level staff, as well as two school board members, actively participated in the process, visiting schools in three states and virtually reviewing designs from around the world.

For all projects in the 2017 bond, the district has followed the guidelines outlined in Executive Limitation 7. The board of directors contracted with Plan B, a consultant firm, to review the district processes and action steps in the construction of the new high school and the extensive remodeling work at Pilot Butte Middle School. Plan B's review was extremely positive, citing much of our work as examples of best practices.

The District did not start construction of new facilities during the months since the last report.

5. **Recommend (to the board for approval) land acquisition or sale of surplus real property that includes consideration of growth patterns, comparative costs, market timing, current budget demands, construction and transportation factors, and community impact.**

Evidence of Compliance:

With the passage of the 2017 construction bond, the district has acquired property for both the new elementary school and the new high school, with additional space available at the high school site for a future middle school.

There was no new land acquisition or sale of surplus real property during the months since the last report.

6. **Develop a plan for public use of district buildings and grounds that includes:**
 - a. Clear, consistent, and equitable levels of access for potential users;
 - b. An equitable and reasonable fee structure which at a minimum, covers any costs of use (e.g., additional maintenance, custodial or repairs) incurred by the district;
 - c. Clear user expectations;
 - d. Consequences for public users who misuse or damage district facilities and property;
 - e. Protection of student safety, student function and academic program needs.

Evidence of Compliance:

The district has a long history of thousands of hours of community use of our facilities. This includes both indoor and outdoor use. Though the primary purpose of our facilities is to meet the educational needs of our students and staff, we welcome community usage of many of our facilities when they

are not in use during the instructional day. [KGA-AR](#), which was last updated in 2017, is the district administrative regulation covering our facility use program.

The largest single user of our facilities is Bend Metro Park and Recreation District (BPRD), with whom we have an intergovernmental agreement defining this usage and responsibilities. We also have a long-standing relationship with Bend Little League (BLL), who uses the majority of our fields in the spring. BLL uses their own resources to maintain the fields during the season. BLL serves approximately 1,200 youths in the community each year. These two groups serve a large portion of our students and, as a result, are provided scheduling priority.

Every effort is made to accommodate a wide variety of user groups with the limited facilities available. The District uses a four-tier fee schedule that was updated in March, 2018, which covers all costs of community usage. We require each user to have proof of liability insurance and sign a user agreement to ensure the district's expectations are met. The agreement describes the consequences of misuse or damage to district property due to a group's usage.

Use of District facilities was not allowed during many of the months since the last report due to the pandemic. The use that was allowed since the last report was provided to a few of our community partners serving our students.

- 7. Develop and adhere to a formal Naming of School Facilities Process which includes bringing all name recommendations to the school board for final approval. This includes naming of new schools or support services facilities, naming of part of a school campus or building (e.g., a library, athletic field, gymnasium or auditorium), or for changing the name of an existing facility. It also includes naming sponsorships, which require board approval.**

Evidence of Compliance:

The district did not name any new facilities in the months since the last report.



Business Office
520 NW Wall Street
Bend, OR 97703

October 6, 2020

To: Mrs. Lora Nordquist, Superintendent

From: Leah Bibeau, Finance Director

RE: Q1 Financial update for FY2020-21

Mrs. Nordquist,

This is the 1st Quarter financial update for the FY 20-21. The financial information is based on actual data through September 30, 2020 with projections to June 30, 2021, the end of the fiscal year. For the 1st quarter where financial trends are difficult to discern many of the projections reflect the adopted budget.

The estimated beginning fund balance in the 1st quarter financial statements is \$14,587,482 about \$2.6 million more than the adopted budget amount of \$11,975,729. This positive variance will cover the loss of revenue to the less than projected enrollment as noted below. The preparation of the FY2019-20 Comprehensive Annual Financial Report is in process and SGA, the district's auditors are scheduled to begin their field work on October 19, 2020. I do not expect the audit will result in any material changes to the FY2019-20 financial statements and the estimated FY2020-21 beginning fund balance.

Enrollment at October 1, 2020 was 1,302 below projection and 1,060 less than enrollment on October 1, 2019. The projected total formula revenue was decreased by \$2.2 million to \$92,678,285 to reflect the decrease in enrollment as well as a decrease due to other state-wide factors. There were no other significant adjustments made to the projected revenues in the 1st quarter financial report. All revenues will be monitored and adjusted as required during FY2020-21.

The projected expenditures in the 1st quarter financial report reflect the adopted budget amount. At this time, we are unaware of any significant expenditures which will materially affect the financial statements, however it is too early to accurately predict any variances to adopted budget expenditures. It is worth noting, that due to the late hiring cycle due to COVID, the district is still working through processing all the staff changes for the year. Therefore, it is particularly difficult for the encumbrance process to accurately calculate the various payroll amounts for the year. The 2nd quarter financial statements should have a more accurate projection for salaries.

The 2017 & 2019 Bonds – Investment of Proceeds report for September 30, 2020 is included. The District had about \$76 million invested in United States Treasuries. The continued decrease in Yield is a result of continued reductions in interest rates by the Federal Reserve Board.

If you have any questions or would like additional information please let me know.

Bend-La Pine Schools
Statement of Revenues and Expenditures
For the Period Ended September 30, 2020 with Year-End Projections
General Fund - Operations Sub-fund
FY 2020-21

	Adopted Budget	May 2020	Budget Variance
Resources:			
Beginning fund balance	11,975,729	14,587,482	2,611,753
Revenue			
Formula revenue:			
Tax revenue	88,772,000	88,772,000	-
State school fund	94,912,390	92,678,285	(2,234,105)
Common school fund	1,824,124	1,818,387	(5,737)
County school fund	390,000	390,000	-
Total formula revenue	185,898,514	183,658,672	(2,239,842)
Earnings on investments	450,000	450,000	-
Local sources - other	1,963,500	1,963,500	-
Intermediate sources	2,000,000	2,000,000	-
State non-formula resources	1,010,000	1,010,000	-
Federal non-formula resources	210,000	210,000	-
Total revenues	191,532,014	189,292,172	(2,239,842)
Total resources	203,507,743	203,879,654	371,911
Expenditures:			
Salaries, payroll costs and benefits:			
Certified	64,092,966	64,092,966	-
Classified	24,230,765	24,230,765	-
Administrators and supervisors	8,772,169	8,772,169	-
All other salaries	2,234,831	2,234,831	-
Total salaries	99,330,731	99,330,731	-
Payroll costs & benefits	57,661,378	57,661,378	-
Total salaries, payroll costs and benefits	156,992,109	156,992,109	-
Other operating costs			
Utilities & purchased services	20,891,247	20,891,247	-
Supplies, texts, tools	6,689,134	6,689,134	-
Equipment	1,577,440	1,577,440	-
Dues, fees and liability insurance	1,222,350	1,222,350	-
PERS UAL Lump Sum Pmt to PERS	1,000,000	1,000,000	-
Transfers	4,960,075	4,960,075	-
Total other operating costs	36,340,246	36,340,246	-
Total expenditures	193,332,355	193,332,355	-
Excess of revenues over expenditures	10,175,388	10,547,299	371,911
Fund balance, ending	10,175,388	10,547,299	371,911
As budgeted			
Contingency	500,000	500,000	
Fund balance	9,675,388	10,047,299	
Fund balance, ending	10,175,388	10,547,299	
Fund Balance as a percent of resources			
Contingency	0.2%	0.2%	
Fund Balance	4.8%	4.9%	
Total reserve	5.0%	5.2%	

2017 & 2019 Bonds - Investment of Proceeds

September 30, 2020

Distribution by Maturity

Maturity	Number	Market Value	Percent of Holdings	Average Yield to Maturity
1 month - 12 months	9	75,991,949	100%	0.1%

Distribution by S&P Rating

S&P Rating	Number	Market Value	Average Yield to Maturity
AA+	9	75,991,949	0.1%

Distribution by Moody's Rating

Moody Rating	Number	Market Value	Average Yield to Maturity
Aaa	9	75,991,949	0.1%

Issuer	Market Value	% Assets	Yield
United States Treasuries Notes	75,991,949	100.0%	1.7%



REPORT: Administrative Policy & Regulation Quarterly Report (1 of 4)

PRESENTED BY: Andrea Wilson

EXECUTIVE SUMMARY:

In 2018, the district implemented a quarterly reporting system to the Board to help meet the goal of better communication about new administrative policies and regulations and updates to existing administrative policies and regulations.

The following report provides a summary of new, revised and retired administrative policies and regulations for the dates of July 2020 – September 2020. Also noted are any forms that coincide with a policy or regulation. The district continues to evaluate which policies, regulations and/or forms would be most critical for families and students who speak a foreign language. While nearly all translation is done in Spanish, it should also be noted that the district is beginning to translate some documents into Vietnamese and Mandarin.

Administrative Policy & Regulation

2020-21 Quarterly Report (1 of 4)

July 2020 – September 2020

NEW

Title	Summary
EBC / EBCA-AP : Emergency Procedures & Disaster Plans	New policy makes reference to our Emergency Operations Plan which was completed in June 2020 and meets requirements set by the State Board of Education.
GBEB-AP : Communicable Diseases – Staff	Previously, GBEB and JHCC were combined. Per OSBA recommendation, the two have been separated. The policy aligns with OAR 333-019-1000 in which the Oregon Health Authority added COVID-19 to the restrictable disease list and established criteria for returning staff to school. The update also aligns and meet the requirements of the district's ODE Operational Blueprint Management Plan.
JHCC-AP : Communicable Diseases – Students	Previously, JHCC and GBEB were combined. Per OSBA recommendation, the two have been separated. The policy aligns with OAR 333-019-1000 in which the Oregon Health Authority added COVID-19 to the restrictable disease list and established criteria for returning students to school. The update also aligns and meet the requirements of the district's ODE Operational Blueprint Management Plan.

REVISED

Title	Summary
GBEB / JHCC-AR : Communicable Diseases	Required updates per OAR 581-022-2220 have been made which address the updates established by the Oregon Health Authority on COVID-19.
IGBHAB-AR : Choice Option Schools & Programs	Updated to include provision for the 2020-21 school year that a student's spot in a Choice Option Program will be held for the full school year if a student is actively enrolled with Bend-La Pine Online.
JEA-AR : Compulsory Attendance	Updates include a new section "Exemptions from Compulsory School Attendance." Exemptions are required per SB 802 and SB 905 (2019) and reflect information for students of military families and in foster care or other legal guardianship arrangements.
JC-AR : Attendance Areas & In-District Transfers	Updated to include provision for the 2020-21 school year that a student's Attendance Area Change Request approval will be held for the full school year if a student is actively enrolled with Bend-La Pine Online.

RETIRED

Title	Summary
GBEB / JHCC-AP: Communicable Diseases	Separated into two policies; one for staff and one for students. See above.