

Bend-La Pine Schools
Bend, OR 97703
November 10, 2020

Executive Session at 4:30 p.m.
Regular Meeting at 5:30 p.m.

VIRTUAL MEETING NOTICE

To support Governor Brown's orders for social distancing, the Board of Directors for Bend-La Pine Schools will conduct the November 10, 2020 Executive Session and School Board Meeting virtually. Executive session, held under ORS 192.006(2)(d) and (2)(f) will take place at 4:30 p.m. and is closed to the public. The School Board Meeting will begin at 5:30 p.m. and 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: 120 118 5777

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
- **The Board of Directors will be accepting public comment on the Student Investment Account Grant Agreement as well as general public comment**

Agenda

Call to Order	Chair Douglass
Review of Agenda	Chair Douglass
Review of Written Public Comments Received <i>Student Investment Account Grant Agreement & General Public Comment</i>	Chair Douglass

Consent Agenda

Approval of Minutes – October 13, 2020 & October 27, 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
Resolution 1908 : Cascade Community Development Property Tax Exemption	Chair Douglass

Reports

School Reopening Update	Superintendent Nordquist
Executive Limitation Policy Monitoring Reports: <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	Katie Legace

Action Items

Student Investment Account Grant Agreement Approval	Chair Douglass
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	Melissa Barnes Dholakia

Discussion Items

Superintendent Search Process	Chair Douglass
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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
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Bend-La Pine Schools Board of Directors Meeting Minutes

Meeting Date: October 13, 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

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

Board Members Absent

Julie Craig

Call to Order

The meeting was called to order at 5:30 p.m. by Chair Douglass, roll call followed.

Review of Agenda

Superintendent Nordquist noted that no action to approve the Executive Limitation Updates would take place at the meeting. Chair Douglass read a land acknowledgement statement, prepared by the Deschutes Land Trust and noted the Board is in the process of drafting a land acknowledgement statement, once ready, it will be read aloud at Board meetings.

Public Input

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

- Request and idea of how to make feminine hygiene products available in all middle and high school restrooms: Liam Smyth on behalf of the Design Justice Class at Bend Senior High School.

Consent Agenda

Melissa Barnes Dholakia noted a correction to the September 22 minutes, clarifying that executive limitations were not discussed at that meeting.

Melissa Barnes Dholakia moved to approve the Consent Agenda, with the amended September 22, 2020 minutes. Amy Tatom seconded the motion. Unanimous approval.

Reports

❖ **School Reopening Update**

Chair Douglass invited Superintendent Nordquist to share an update on reopening schools. Nordquist noted the update this evening will be focused on addressing issues and questions that the district is hearing most often. Dr. George Conway, Health Services Director for Deschutes County Health Services spoke about COVID-19 metrics and how they were established, what factors were included in setting the metrics, infection rates in Deschutes County, testing, contact tracing and suggested mitigation practices. Board members discussed and asked questions about school reopening scenarios. Caroline Skidmore expressed her frustration with the fact that bars and gyms, which have significantly higher levels of possible transmission, are open, while schools continue to remain closed. Chair Douglass agreed and encouraged community members to limit or not engage in activities with a high transmission rate. Amy Tatom emphasized the importance of establishing and

maintaining cohorts of students once the district does return to in person instruction. Superintendent Nordquist thanked Dr. Conway and the entire team at Deschutes County Health for their support and partnership, especially over the past several months.

Sean Reinhart spoke about Limited In Person Instruction which small numbers of students are participating in. He shared about needs based assessments, cohorts, staff participation and planning efforts to support student and staff health and safety. Katie Legace shared about strategies to refine and improve Comprehensive Distance Learning, including a possible restructure of teacher office hours and how to better utilize time on Wednesday at the secondary level. She shared about athletics and activities that have been a part of OSAA's Season 1 and how it has been a positive experience for students and staff even with guidelines and restrictions in place.

❖ **Strategic Investment Plan Update**

Superintendent Nordquist reviewed the Strategic Investment Plan that the Board approved in Spring 2020. She shared an update on the grant and funding process including the identification of strategic priorities where the district would invest the funds – the two key purposes being focused on meeting students' behavioral and mental health needs and reducing academic disparities and increasing academic achievement in four funding categories: addressing students' health and safety needs, reducing class size, expanding students' access to well-rounded learning experiences, and increasing instructional time. Nordquist shared the district will be receiving approximately \$4.4 million for the 2020-21 school year, and plans to invest the funds in the following ways: \$1.9 million for class size reduction, \$950,000 for social and emotional support, counseling and student safety and \$1.2 million for expanding students' access.

Nordquist said the updated grant agreement is included in the Board packet and does require future Board approval. The grant agreement will be posted on the district's website, and at the November 10 Board meeting there will be time for public comment and Board action. Nordquist offered to answer any questions. Shimiko Montgomery asked when the amount will increase back to the full funding the district was initially expecting (approximately \$14 million). Nordquist said it will depend on tax collection and will not increase or decrease until the next biennium. Melissa Barnes Dholakia clarified the cycle, this year is one year and then the future will be a two-year cycle. Chair Douglass thanked Nordquist for the update and appreciates the investment focus the district is continuing to pursue.

❖ **Division 22 Assurances Report**

Katie Legace reviewed the Division 22 Assurances for the 2019-20 school year. Legace noted the new timeline and streamlined set of standards that are defined in OAR 581-022-0103. The streamlined standards for 2019-20 reflect the need for flexibility as districts managed distance learning for all during Spring 2020. Legace reviewed the 17 standards and said the district is in compliance and meets all requirements of each standard. Legace also reviewed the timeline and process of reporting and posting Division 22 Assurances and said the district will be completing and submitting the annual assurance form to the Oregon Department of Education by the November 15, 2020 deadline.

❖ **Executive Limitation 7 – Facilities Policy Monitoring Report**

Mike Tiller reviewed the executive summary and policy monitoring report in the Board packet. He shared his compliments and thanks to the classified staff members who have continued to work on maintaining and improving district facilities. Tiller reviewed construction progress and project completion for projects funded by the 2017 Construction Bond. Tiller noted the recommendation to postpone the Sites and Facilities Review process to begin in fall of 2021 due to the need for the committee to actively visit sites and locations around the district as well as wanting to include details of the revised Sustainability Plan in the review process.

Caroline Skidmore thanked Tiller and the district for their efforts to replace and update air filtration filters from MERV 8 to MERV 13. Tiller reviewed how the district's air handling and filtration systems work adding there are thousands of filters being replaced district wide. Melissa Barnes Dholakia shared her thanks and appreciates the thoughtfulness of delaying the Sites and Facilities Review. Chair Douglass also thanked Tiller for the update.

❖ **Financial Update**

Leah Bibeau reviewed the financial update in the board packet and offered to answer questions. There were no questions.

❖ **Policy Update**

Andrea Wilson reviewed the policy update in the board packet and offered to answer questions. There were no questions.

Discussion Items

❖ **Superintendent Search Process**

Chair Douglass shared an update on the Superintendent search process. The Board continues to work with Valerie Pitts from HYA and is excited about the candidates thus far. The next update will include more details about the search / interview committee, timeline, etc.

❖ **Executive Limitation Updates**

Melissa Barnes Dholakia led Board members through a review of Executive Limitations 3, 4, 5 and 8 with key considerations including:

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

Board members and district staff shared thoughts and feedback, which Barnes Dholakia said she will incorporate and bring revised versions of the limitations to the October 27 work session meeting with the goal of adoption at the November 10 Board meeting.

Board Comments

Caroline Skidmore thanked teachers for their continued work and innovation during comprehensive distance learning. She also thanked district leaders who are continuing to manage and think creatively throughout the pandemic to do what is best for students and staff.

Chair Douglass shared she has missed being in schools and seeing students and staff in action. She also appreciates the innovation and the efforts being made to reach out to students and families. Douglass also thanked parents for their partnership in education now, more-so than ever.

Melissa Barnes Dholakia noted the continual change and update to guidelines that impact the district. She shared her appreciation for district leaders who continue to navigate and make plans during incredible uncertainty. She also shared her appreciation, as a parent, for the creative efforts her children's teachers are putting forth to help keep students engaged in learning.

Amy Tatom spoke about pandemic fatigue and the importance of mental health. She noted there are many things that can be done to mitigate risks of infection while still allowing for people to be together in safe, low risk ways. Tatom emphasized it is going to take a community-wide effort to get students back to school and encouraged community members to continue to make healthy and safe choices for the greater good.

Stuart Young appreciates the efforts made to make Limited In Person Instruction a possibility. He thanked Dr. Conway for his time and wisdom, noting that our community holds the key for getting students back to school and we all need to work together to do what's best for our students and schools.

Meeting adjourned at 7:40 p.m.

Recorded by: Andrea Wilson

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

Meeting Date: October 27, 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
Stuart Young
Melissa Barnes Dholakia
Caroline Skidmore (*joined meeting at 5:40 p.m.*)

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.

Update

❖ **School Reopening Update**

Superintendent Nordquist shared an update on schools reopening, and reviewed the most recent metrics for Deschutes County. She noted there has been an increase in COVID-19 cases in Deschutes County and under the current metrics, November 30 would be the earliest dates students could return to some form of in-person instruction. Nordquist shared about possible updates that maybe coming from the state level about revised metrics and updates to the metric timeline, Limited in Person Instruction opportunities, and looks at all elementary grades rather than just K-3. There is still much to be determined and Nordquist noted these potential changes are in draft form and she will continue to keep Board members updated.

The Board asked clarifying questions and discussed metrics and scenarios surrounding the return to in person instruction at various grade levels. Douglass thanked Nordquist for the information and said she is looking forward to the update from the state.

Work Session

❖ **Equity Coalition Update**

Superintendent Nordquist introduced Chris Boyd and Sonya Littledeer-Evans who are working together to lead and facilitate the Equity Coalition. Boyd shared background of the Equity Coalition and the process used to develop the coalition's goals. Boyd noted the district's Excellence & Equity Review that took place in 2019, the Educational Equity policy, JBB-AP, and how both help define the work of the coalition.

Littledeer-Evans, thanked the Board and district for their time and commitment to equity. She shared about coalition's work thus far and the process for selecting community coalition members. She noted the desire to include those who don't typically have social and positional power in the community and the importance of their voices being heard in this work. Building relationships and trust is critical to the work of the coalition and building community engagement.

Boyd said the coalition will have about 20 members; comprised of 4-5 community members, 4-5 parents of students in the district, 4-5 district staff members, and 4-5 students. The coalition is considering current and/or recent graduates from the district as student representatives.

Chair Douglass thanked Boyd and Littledeer-Evans and asked how they foresee the coalition members working with district leadership and the Board. Littledeer-Evans said once the full coalition is together there will be collective discussion and decisions about where members have a desire to invest their time and work. Douglass is excited to partner with the coalition and shared the Board's desire to welcome and include members of the coalition to participate with the Board and work together on governance.

Nordquist noted future work sessions on the Board calendar and suggested those meeting dates could be a great time for the Equity Coalition to share and work together with the Board. Shimiko Montgomery shared her excitement in the progress and future of the work and appreciates the continuum of community engagement that was shared.

❖ **Executive Limitation Review Process**

Melissa Barnes Dholakia highlighted the updates in Executive Limitations 3, 4, 5, 6, 8, 9 and 11 including overlapping themes of: calling out or defining organizational culture, need for translations "other than English," elevation and modeling of civility during trying times, and efforts to intentionally elevate historically underrepresented voices. Barnes Dholakia walked through the individual EL's and noted the following:

- EL 3: the addition of a common plan and protocol to ensure schools work to improve and continue to be a safe place regarding immigration, a goal that aligns with safe and secure campuses in general. Elevating the use of surveys and expectations of annual surveys in alignment with Board Ends was also added.
- EL 4 & EL 5: updated language that helps accomplish the fifth Board End, about internally developing, externally recruiting, and retaining highly qualified diverse staff. Recognition of innovation and risk taking were also added.
- EL 6: updates are related to use of surveys adopted by the district.
- EL 8: updates focus on social emotional learning and cultural and global relevancy in curriculum and classrooms across the district and efforts to align curriculum across all levels.
- EL 9: updates include emphasis on equitable access and connectivity for all; adherence to common expectations and core best practices for students and staff.
- EL 11: no have any significant updates.

Barnes Dholakia said the goal is for the Board to adopt the updated ELs at the November 10 Board meeting. She will send out the drafts for Board members to review and make suggestions. Douglass shared her thanks for the thoughtful, diligent work and reflecting the discussion and desires of the Board in the updated drafts. Shimiko Montgomery suggested highlighting a desire for culturally sensitive schools. Discussion ensued on where this idea may fit best and if it might already be incorporated. Caroline Skidmore suggested specifically calling attention to screen time as part of EL 9. Barnes Dholakia said there will be a full technology review in spring 2021, and would suggest a possible edit to this EL after the technology review process is complete. Stuart Young thanked Barnes Dholakia for her work and looks forward to reviewing

Discussion

❖ **Superintendent Search Update**

Julie Craig shared an update on the search, interview process, and timeline; noting some calendar and procedural changes. Craig, Douglass and Barnes Dholakia will be putting together a semi-finalist interview schedule and questions and will share with Board members and the interview committee once complete. Craig said the semi-finalist interviews will be held virtually and there is still discussion about how to conduct the finalist interview process and considerations of how to possibly have finalist interview in person for a portion of the process.

Craig noted the Board will be meeting with Valerie Pitts, HYA Search Consultant, in executive session after the work session, to review applicant materials and select semi-finalist candidates.

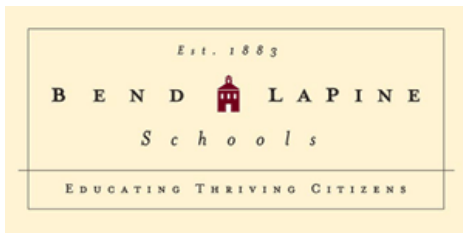
Chair Douglass noted the Board would be meeting in Executive Session at 7:00 p.m.

Douglass recessed the Work Session at 6:48 p.m.

Douglass resumed and adjourned the Work Session Board Meeting at 9:30 p.m.

Recorded by: Andrea Wilson

draft : pending board approval



HUMAN RESOURCES

Education Center

520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

(541) 355-1109 FAX

DATE: November 5, 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 November 10, 2020. All Hires are subject to successful drug testing, background check, and Oregon licensure.

CERTIFIED HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE
Dolce, Michelle	SPED Teacher PS108550TMP	Special Programs	Temporary Par Time .50 FTE	10/12/2020

CERTIFIED RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Russell, Mark	HS SRC Teacher	Summit HS/Special Programs	09/19/1995 – 10/31/2020
Simpson, Steven	MS Counselor	Pacific Crest MS	10/14/2020 – 10/31/2020

CERTIFIED RETIRE/REHIRES

NAME	POSITION	LOCATION	REHIRED/END DATES
Russell, Mark	HS SRC Teacher	Summit HS/Special Programs	11/01/2020 – 06/30/2021

ADMINISTRATIVE HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE
Bojanowski, Scott	Safety Supervisor	Public Information	Regular Full Time	10/19/2020
Brewer, Chad	IT Supervisor Client Services	IT Department	Regular Full Time	10/19/2020
Johnson, Alandra	Communication Supervisor	Public Information	Regular Full Time	10/19/2020
Parker, Tammie	Human Resources Supervisor	Human Resources	Regular Full Time	10/19/2020
Valenti, John "Vince"	IT Supervisor Infrastructure and Security	IT Department	Regular Full Time	10/19/2020



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ADMINISTRATIVE RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Wallskog, Cynthia	Financial Service Manager	Business Office	01/29/1997 – 01/31/2021

ADMINISTRATIVE RETIRE/REHIRES

NAME	POSITION	LOCATION	REHIRED/END DATES
Wallskog, Cynthia	Financial Service Manager	Business Office	02/01/2021 – 04/30/2021



HUMAN RESOURCES

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520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

Fax (541) 355-1109

November 5, 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, Terminations, and Early Retirement and Rehires.

The Human Resources Department recommends approval of the following hires, resignations, terminations, and early retirement and rehires at the School Board meeting on November 10, 2020.

Classified Hiring

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date
Allen, Hannah	PS108301 EA – Behavior Support	Sky View	Reg 7.0 hrs / day	10/26/20
Allred, Mickel	PS108337 EA – Inclusion	Pilot Butte	Reg 7.0 hrs / day	10/28/20
Bents, Johanna	PS108548 EA – Student Instruction	Pine Ridge	Temp 3.75 hrs / day	10/12/20
Castro, Daniel	PS108513 Latino Family Liaison	English as a Second Language	Temp 6.4 hrs / day	11/02/20
Corey, Mark	PS108431 Custodial Crew I	Mountain View	Reg 8.0 hrs / day	10/13/20
Edgren, Emily	PS108337 EA – Inclusion	Ensworth	Reg 6.5 hrs / day	10/12/20
Fierro, Mark	PS108337 EA – Inclusion	Pilot Butte	Reg 7.0 hrs / day	10/15/20
Garcia, Bella	PS108543 EA – Student Instruction	Bear Creek	Reg 5.0 hrs / day	10/28/20
Garcia, Sarah	PS108337 EA – Inclusion	Ensworth	Reg 6.5 hrs / day	10/15/20
Guerra, Tatiana	PS108337 EA – Inclusion	Summit	Reg 7.0 hrs / day	10/19/20
King, David	PS108437 Bus Driver	Transportation	Reg 4.0 hrs/ day	10/21/20
Manley, Clair	PS108337 EA – Inclusion	High Desert	Reg 6.5 hrs / day	10/08/20
Mendoza Nunez, Martin	PS108513 Latino Family Liaison	English as a Second Language	Temp 6.4 hrs / day	10/02/20
Mitchell, Van	PS108437 Bus Driver	Transportation	Reg 4.0 hrs / day	10/13/20
Myrold, Debbie	PS108519 EA – Student Instruction	Silver Rail	Temp 6.0 hrs / day	10/08/20
Mumm, Kayla	PS108337 EA – Inclusion	Summit	Reg 7.0 hrs / day	10/19/20
Payne, Katherine	PS108557	Rosland	Temp 3.5 hrs / day	11/03/20



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	EA – Student Instruction - resigned regular Nutrition Server I position to except this Temporary position.			
Roberts, Hannah	PS108337 EA – Inclusion	R.E. Jewell	Reg 6.5 hrs / day	10/08/20
Sanchez-Millar, Jessica	PS108507 Translator/Interpreter - resigned regular Community Liaison position to except this temporary position.	English as a Second Language	Temp 8.0 hrs / day	10/21/20
Schneider, Jason	PS108515 Business Systems Architect	Business Office	Reg 8.0 hrs / day	10/23/20
Smallwood, Erin	PS108463 EA – Student Instruction	Bear Creek	Temp 3.75 hrs / day	10/20/20
Snyder, Christina	PS108547 EA – Student Instruction	North Star	Temp 3.75 hrs / day	10/13/20
Wade, Nigel	PS108437 Bus Driver	Transportation	Reg 4.0 hrs / day	11/03/20
Whitley, Kelly	PS108338 EA – Inclusion	La Pine	Reg 6.5 hrs / day	10/13/20
Wright, Rebecca	PS108508 EA – Student Instruction	Elk Meadow	Temp 6.5 hrs / day	10/27/20
Wright, Kellie	PS108556 EA – Behavior Support - resigned regular Community Liaison position to except this temporary position.	Rosland	Temp 5.0 hrs / day	11/02/20
Zalewski, Anna	PS108337 EA – Inclusion	W.E. Miller	Reg 6.5 hrs / day	10/15/20

Classified Resignations

Name	Position	Location	Resign Date
Green, Melissa	Nutrition Tech II	North Star	10/15/18 – 10/23/20
Griffiths, Marcia	EA – Inclusion	Special Programs	08/31/09 – 10/13/20
Head, Fabianne	Nutrition Server I	Buckingham	08/27/18 – 10/16/20
Keudell, Edward	Bus Driver	Transportation	02/20/20 – 10/14/20
Oates, Mindy	EA – Student Instruction	Ensworth	10/14/15 – 10/23/20
Vedarathnam, Jacqueline	Bus Driver	Transportation	09/26/18 – 10/13/20 – revised from October 13, 2020 report
Veek, Christopher	Repair Technician	Transportation	03/10/20 – 10/16/20

Classified Terminations

Name	Position	Location	Resign Date
Bowden, Jessica	Nutrition Server I	Mountain View	09/20/19 – 10/17/20
Parrish, Rebecca	Custodial Crew I	Amity Creek/Support Services	11/04/19 – 10/13/20



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Fax (541) 355-1109

Classified Early Retirement – Retire and Rehire

Name	Position	Reason	Rehire Date
Brimacombe, Catherine	Media Manager I	Rehire through 06/30/21	11/01/20 – 06/30/21
King, Lissa	Transportation Specialist	Rehire through 5/28/21	11/01/20 – 05/28/21
Wegner, Deena	Office Manager II	Rehire through 06/30/21	11/01/20 – 06/30/21

Executive Summary
Request for property tax exemption
Brad Henry, Chief Operations and Financial Officer
November 10, 2020

In August, 2020, the City of Bend received a request for property tax exemption for a property located at 655 NE Kearny Ave, Bend Or. The property is a .35 acre parcel with a two-story residential structure owned by Cascade Community Development, an Oregon non-profit organization.

According to the application submitted by the owner, the home, referred to as “Kearney House”, is a 6 bedroom, 7 bath house “built for adults with intellectual and developmental disabilities so that they would be able to live independently”. The entire property is used for this purpose and additional future development is not anticipated at this location. The application is included with this packet.

The Board has approved requests in the past, most recently on May 12, 2020 for the Wishcamper Development Partners affordable housing project. The Kearney House property tax amount subject to this request is just over \$1,700 for this current year. With the K-12 funding formula, this would reduce our funding by about \$50 per year.

Recommendation:

We recommend approval of resolution 1908.

Administrative School District No. 1
Bend-La Pine Schools

RESOLUTION NO. 1908

Property Tax Abatement

WHEREAS, Bend-La Pine Schools has received a request from Cascade Community Development to abate its portion of property taxes for a period of 20 years for affordable housing options for intellectually and developmentally disabled adults, located at 655 NE Kearney Ave., Bend, OR.

WHEREAS, ORS 307.515 – 307.523 permits local taxing authorities to exempt property taxes for qualifying affordable housing projects for a period of 20 years; and

WHEREAS, the request has been reviewed by district staff to verify negligible future financial impacts to the school district;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for Bend-La Pine Schools authorizes property tax exemption for Cascade Community Development affordable housing project, in accordance with ORS 307.515 – 307.523, by adopting the provisions of ORS 307.515 – 307.523.

Moved by: _____

Seconded by: _____

Yes votes: _____

No votes: _____

Dated this _____ day of _____, 2020

Signed:

Chair

Vice Chair

Attest:

Board Secretary

***Cascade Community
Development***

415 NE Norton # 16 Bend, Oregon 97701

Phone 541-410-3273

Email CCD@bendnet.com

March 11, 2020

Bend La Pine School District

RE: Affordable Housing for Disabled Adults

We want to thank the district for its ongoing efforts and support for education in our community, especially as it relates to the developmentally disabled population.

Cascade Community Development is managing 3 properties that serve this population currently, and we continue to partner with Housing Works in their efforts to expand options for housing in low income and special needs housing in Deschutes County.

Our property at 655 NE Kearney is not currently listed as a property tax exempt property. In order to continue offering the tenants at this address the lowest possible rents we are asking for your support in changing this property to Tax Exempt. Without this exempt status we will be forced to raise the rents to cover expenses, thus jeopardizing some people's ability to live independently.

Thank you for your consideration of our request.

Regards,

A handwritten signature in black ink, appearing to read "Rebecca Arnold", written in a cursive style.

Rebecca Arnold
Cascade Community Development Exec. Director

City of Bend



Property Tax Exemption Program for
Low-Income Rental Housing

CITY OF BEND

Applicant name: Cascade Community Development
Company name: Cascade Community Development
Company address: 415 NE NORTON Ave #16 Bend Ore 97701
Phone #: 541-410-3273 Fax #: Email: ccd@bendnet.com
Project name: Kearney House
Project location: 655 NE Kearney Ave Bend, Ore

Are you receiving federal and/or state affordable housing funding for this project?

☒ Yes ☐ No

If so, what agencies are funding your project?

Agency	Funding amount
<u>OHC's Trust</u>	<u>\$396,000</u>
<u>FUND HDGP</u>	<u> </u>

Please attach the following:

1. A copy of the completed funding application for at least one secured funding source, and proof of funding (e.g., award letter or grant contract).
2. A description of:
 - a. The purpose of the project and whether all or a portion of the property is being used for that purpose;
 - b. A description of how tax exemption will benefit project residents; and
 - c. If the property is being held for future development, a description of the plans for development of the property.
3. A legal description of the property for which tax exemption is requested. If only a portion of the property is eligible for tax exemption, please describe the portion of the property for which the exemption is requested, including the number of affordable units.
4. Proof of ownership or interest in the property.
5. A list of secured lienholds with address of the lienholders.
6. A pro forma income statement showing the rent payments (per unit per month) that would be required without the tax exemption **AND** a pro forma income statement showing the rent payments (per unit per month) that will be required with the tax exemption. The rents in the latter income statement must reflect the full value of the tax exemption.
7. A signed City of Bend Certification of Income Levels.

By applying for tax exemption through the City of Bend's Property Tax Exemption Program for Low-Income Rental Housing, the applicant is consenting to inquiries by the City with the applicant's funding sources.

Rebecca S. Omer
Signature of applicant

8-30-2020
Date

Please submit application to the City Manager at 710 NW Wall St, PO Box 431, Bend, OR 97709

KEARNEY HOUSE

Application for Property Tax Exemption

NARRATIVE AND DOCUMENTS

1. A copy of the completed funding application for at least one Secured funding source and proof of funding.

I have included a copy of the award letter dated August 13, 2010 that Cascade Community Development (CCD) was selected to receive the HDGP Grant of \$396,000. Exhibit D and I have also included a Copy of the yearly report I have to send in. Exhibit E

2. A description of:

a. The purpose of the project and whether all or a portion of the property is being used for that purpose.

Kearney House is a 6 Bedroom – 7 Bath House at 655 NE Norton Ave. It was built for Adults with Intellectual and Developmental Disabilities (IDD) so that they would be able to live independently.

The **entire property** is being used for this purpose. Each Tenant has a private Bedroom / Bathroom Suite and personal storage in the large Pantry. There is a large Kitchen, Dining and common Living area for all the tenants to use. Plus two other spaces that are for all the tenants to use for private entertaining with friends or family.

The purpose of building this place was so that Adults could live together but still have their own freedom to live independently & thrive. It allows for each person to schedule assistance for their personal needs in a private setting, yet offers the community of an inclusive atmosphere.

b. A description of how tax exemption will benefit residents:

The Tax exemption will benefit Tenants by allowing CCD to keep the rents as low as possible as all the Tenants are below the 60% of area median incomes. The rents are also all encompassing which includes – Electricity – Wi Fi – TV- Garbage. As required under ORS 307.517 the full value of the property tax exemption will be passed through to all of the Tenants by allowing CCD to keep the rents as low as possible.

The tenants all receive Supplemental Social Security (SSI) and have part time jobs, but these funds don't allow them to afford the usual rents in the Bend area. **Cascade Community**

Development's mission has been to provide Low Cost Housing to the marginalized parts of our population and make it possible for them to thrive as part of the community.

c. If the property is being held for future development, a description of the plans for development of the Property.

The whole lot was utilized for the building of Kearney House.

There are no further plans for any other building on the property.

3. A legal description of the property for which tax exemption is requested.

Assessor Property Description -

CENTER ADDITION OF BEND – Lot PT 5,6, PT 7 Block 46

4. Proof of ownership or interest in the Property

I have included Exhibit A- Deschutes County Assessor

Exhibit B- Deed of Reconveyance

Exhibit C- List of all Recorded items for property

5. A list of secured lien holds with address of the lienholders.

Exhibit B – Deed of Reconveyance states that on February 15, 2011 a loan for \$34,000 was granted to CCD and that loan was paid back in full to the City of Bend in May 2013.

Exhibit C- Shows the date of the Deed of Trust/ Mortgage
3/2/2011

Shows the date of the Deed of Trust/ Reconveyance/ Release/
Satisfaction 5/14/2013

Exhibit C-1 is the Property Tax Statement for July 2019 - July 2020

Exhibit C-2 shows the sales History of the Property and the date
and amount that CCD paid for the Lot \$251.300

Exhibit C-3 is the Deschutes County Property information

Exhibit D – is the letter granting CCD the HDGP grant for \$396,000
Oregon Housing and Community Services – 725 Summer St Suite B
Salem Oregon 97301

Exhibit E- is the yearly form that CCD has to complete for program
Compliance.

Exhibit F – Tenant Roster for Kearney House

Exhibit G- Drawings of Outside and interior of Kearney House

Exhibit H- pages from the original grant paperwork outlining Rent
Affordability and Record keeping

6. A pro forma income statement showing the rent payments (per unit per month) that would be required without the tax exemption AND a pro forma income statement showing the rent

payments (per unit per month) that will be required with the tax exemption. The rents in the latter statement must reflect the full value of the tax exemption.

7. I have also included a copy of the Tenant Roster for K-2 Exhibit F

8. I have also included a copy of the house plans and elevations of the Building. Exhibit G

**9. I have included a Photo of the before House on the Lot.
Pictures of the Finished House and area and also a Picture of the
Tenants of Kearney House.**

**I also included letters of Support for the Project from 2010
From all the entity's in Bend that supported the Project**

City of Bend

**Property Tax Exemption Program for
Low-Income Rental Housing**

Certification of Income Levels

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) The property for which tax exemption is requested is offered for rent, or is held for the purpose of developing low income rental housing.
- (2) If occupied, the income levels of all occupants of the property for which tax exemption is being requested, at the time of this application or within 30 days of the filing of this application, are at or below 60 percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development.
- (3) The required rent payments reflect the full value of the property tax exemption for the duration of the tax exemption period.
- (4) Each year for the duration of the tax exemption period, the undersigned shall supply the City of Bend with a copy of the Certificate of Compliance from each state and/or federal affordable housing funding source listed in this application. Certificates of Compliance must be received by the City within 45 days from the date they are issued by the state or federal agency.

Belvin S. Arnold

Signed

Cascade Community Development

Organization/Company

Exec. Director

Title

8-30-2020

Date

CASCADE COMMUNITY DEVELOPMENT - KEARNEY HOUSE

Impact of Tax Exemption on Rents

CURRENT STATE

Rental Income Fiscal Year 6-30-20	\$30,725.98
Rent per Unit:	
#1	456
#2	445
#3	445
#4	456
#5	445
#6	455
Total Monthly	2702
Average Rent Per Unit	\$450.30
TOTAL INCOME	\$30,725.98
(vacancy affected income)	
Maintenance & Residence Service Expense	\$3,800.77
Management Payroll & Insurance	\$11,579.21
Property & Pers Prop Taxes	\$5,344.98
Utilities	\$7,963.78
	<u>\$28,688.74</u>
Building Resevers @ 10% Gross Income	\$3,072.50
TOTAL EXPENSE FOR PROPERTY	\$31,761.24
Net Income from Property	(- 1,035.26)

FUTURE STATE WITH TAX EXEMPTION

Rental Income Fiscal Year 6-30-21	\$33,864.00
Rent per Unit:	
#1	456
#2	445
#3	445
#4	456
#5	445
#6	455
Total Montly	2702
Average Rent Per Unit	\$470.30
TOTAL INCOME	\$30,725.98
(** no vacancy estimate)	
Maintenance & Resident Service Expense	\$4,180.00
Mangement Payroll & Insurance	\$12,735.00
Utilities	\$8,760.00
	<u>\$25,675.00</u>
Reverve Reimbursements for prior losses	\$1,900.00
Building Reservers @ 10% Gross Income	\$3,072.50
TOTAL EXPENSE FOR PROPERTY	\$30,647.50
Net Income from Property	\$78.48

FUTURE STATE WITH OUT TAX EXEMPTION 2021

Rental Income Fiscal Year 6-30-21	\$37,296.00
Rent Per unit (increase 9.2 % allowed)	
#1	519.7
#2	507.7
#3	507.7
#4	519.7
#5	507.7
#6	519.7
Total Monthly	3082.2
Average Rent Per Unit	\$513.70
TOTAL INCOME	\$36,986.40
(** no vacancy estimate)	
Property & Pers Prop Taxes	\$5,505.30
Maintenance & Resident Service Expense	\$4,180.00
Mangement Payroll & Insurance	\$12,735.00
Utilities	\$8,760.00
	<u>\$31,180.30</u>
Reserve Reimbursement for prior loses	\$1,900.00
Building Reserves @ 10% Gross Income	\$3,699.00
TOTAL EXPENSE FOR PROPERTY	\$36,779.30
Net Income from Property	\$207.10

Rvsd 10.9.20

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Exhibit A

9/19/2020 6:49:02 PM

Account # 105420

Map

Owner

CASCADE COMMUNITY DEVELOPMENT
415 NE NORTON 16
BEND OR 97701

Name

Type

OWNER

Name

CASCADE COMMUNITY DEVELOPMENT

Ownership

Type

OWNER

Own

Pct

100.00

Exhibit B

When recorded mail to:
City of Bend
PO Box 431
Bend, OR 97709

Property Address:
See legal description

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2013-19887

\$53.00



05/14/2013 02:10:26 PM

M-DR Cnt=1 Stn=25 JS
\$10.00 \$11.00 \$16.00 \$10.00 \$6.00

DEED OF RECONVEYANCE

Mary Winters, City of Bend Attorney, trustee for the Deed of Trust described below (Trust Deed), in consideration of full payment and satisfaction of the debt secured by the Trust Deed, conveys, without warranty, all title and interest to the property conferred under the Trust Deed to the person(s) entitled to the title and interest in the property under the Trust Deed. The legal description of the property is:

A parcel of land located in a portion of the Southeast One-Quarter of the Northwest One-Quarter (SE ¼ NW ¼) of Section Thirty-Three (33), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, recorded June 2, 1910 in Cabinet A, Page 14, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

The East Twenty (20.00') feet of Lot Five (5), in Block Forty-Six (46), of the plat of "CENTER ADDITION TO BEND", Deschutes County, Oregon.

Together with Lots Six (6) and Seven (7), Block Forty-Six (46), of the plat of "CENTER ADDITION TO BEND", Deschutes County, Oregon.

Excepting therefrom the East Twelve (12.00') feet of said Lot Seven (7), in Block Forty-Six (46), of the plat of 'CENTER ADDITION TO BEND', Deschutes County, Oregon.
which said property is not currently used for agricultural, timber or grazing purposes; and is the realty, for the security for the indebtedness herein mentioned:

Trust Deed

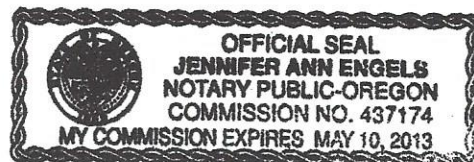
Original Lender: City of Bend
Original Trustor(s): Cascade Community Development
Original Trustee: Mary Winters, City of Bend Attorney
Date of Deed of Trust: February 15, 2011
Original Loan Amount: \$34,000.00

✓ Recorded in Deschutes County, OR on: February 24, 2011, instrument number 2011-07277

BENEFICIARY

City of Bend

Eric King, City Manager



State of Oregon

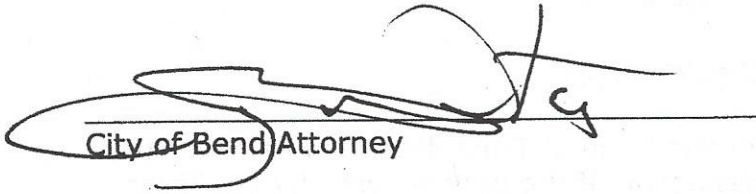
County of Deschutes

This instrument was acknowledged before me on May 1, 2013 by Eric King as City Manager of the City of Bend.

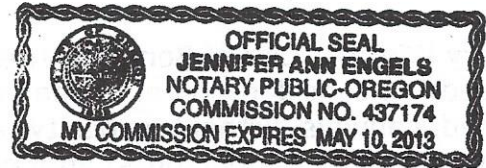
Jennifer Ann Engels
Notary Public - State of Oregon

Deed of Reconveyance

TRUSTEE:
Mary Winters

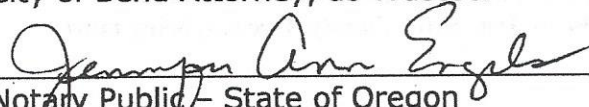


City of Bend Attorney




State of Oregon
County of Deschutes

This instrument was acknowledged before me on May 1, 2013 by Mary Winters,
City of Bend Attorney, as Trustee.



Notary Public - State of Oregon

Exhibit C


2013-019887  **Date Recorded:** 05/14/2013 02:10 PM **Doc Type:** Deed of Trust / Mortgage-Reconveyance / Release / Satisfaction
References: 2011-007277

DIRECT: WINTERS, MARY TRUSTEE **INDIRECT:** CASCADE COMMUNITY DEVELOPMENT

Sub CENTER ADDITION TO BEND Lot 6 Blk 46

Sub CENTER ADDITION TO BEND Lot 7 Blk 46

Sub CENTER ADDITION TO BEND Lot 5 Blk 46

2011-008201  **Date Recorded:** 03/02/2011 02:51 PM **Doc Type:** Deed of Trust / Mortgage

DIRECT: CASCADE COMMUNITY DEVELOPMENT **INDIRECT:** CITY OF BEND

Sub CENTER ADDITION TO BEND Lot 6 Blk 46

Sub CENTER ADDITION TO BEND Lot 7 Blk 46

Sub CENTER ADDITION TO BEND Lot 5 Blk 46

2011-007344  **Date Recorded:** 02/25/2011 09:29 AM **Doc Type:** Covenants Conditions and/or Restrictions

DIRECT: CASCADE COMMUNITY DEVELOPMENT

INDIRECT: CENTER ADDITION


DIRECT: STATE OF OREGON

DIRECT: HOUSING & COMMUNITY SERVICES DEPARTMENT

Sub CENTER ADDITION TO BEND Lot 5 Blk 46

Sub CENTER ADDITION TO BEND Lot 6 Blk 46

Sub CENTER ADDITION TO BEND Lot 7 Blk 46


2007-034458  **Date Recorded:** 06/19/2007 12:47 PM **Doc Type:** Deed

DIRECT: CASCADE COMMUNITY DEVELOPMENT **INDIRECT:** CASCADE COMMUNITY DEVELOPMENT

Sub CENTER ADDITION TO BEND Lot 5 Blk 46

Sub CENTER ADDITION TO BEND Lot 6 Blk 46

Sub CENTER ADDITION TO BEND Lot 7 Blk 46

2007-034456  **Date Recorded:** 06/19/2007 12:47 PM **Doc Type:** Deed

DIRECT: CASCADE COMMUNITY DEVELOPMENT **INDIRECT:** ELFVING, THEODORE S

REAL PROPERTY TAX STATEMENT
JULY 1, 2019 TO JUNE 30, 2020
DESCHUTES COUNTY, OREGON
1300 NW WALL ST STE 203, BEND, OR 97703
dial.deschutes.org

TAX ACCOUNT

105420

105420

CASCADE COMMUNITY DEVELOPMENT
415 NE NORTON #16
BEND, OR 97701

PROPERTY DESCRIPTION

CODE: 1001 MAP: 171233-BD-06300 CLASS: 101

SITUS ADDRESS: 655 NE KEARNEY AVE BEND

LEGAL: CENTER ADDITION 46 PT 5, 6, PT 7

VALUES:	LAST YEAR	THIS YEAR
REAL MARKET (RMV)		
LAND	151,880	191,890
STRUCTURES	698,060	698,060
TOTAL RMV	849,940	889,950
MAXIMUM ASSESSED VALUE	345,020	355,370
TOTAL ASSESSED VALUE	345,020	355,370
VETERAN'S EXEMPTION	0	0
NET TAXABLE:	345,020	355,370
TOTAL PROPERTY TAX:	5,354.62	5,510.29

TAX QUESTIONS (541) 388-6540
ASSESSMENT QUESTIONS (541) 388-6508
dial.deschutes.org

SCHOOL DISTRICT #1 1,673.08
HIGH DESERT ESD 33.87
C O C C 217.88
EDUCATION TOTAL: 1,924.83

DESCHUTES COUNTY 427.87
COUNTY LIBRARY 193.18
COUNTYWIDE LAW ENFORCEMENT 379.32
COUNTY EXTENSION/4H 7.92
9-1-1 127.12
CITY OF BEND 984.59
CITY OF BEND LOCAL OPTION 71.07
BEND JUNIPER RIDGE URBAN RENEWAL 39.30
MURPHY CROSSING URBAN RENEWAL 14.75
BEND METRO PARK & RECREATION 513.08
GENERAL GOVT TOTAL: 2,758.20

CITY OF BEND BOND 56.86
BEND METRO PARK AND REC BOND 53.66
SCHOOL #1 BOND 2007 253.38
SCHOOL #1 BOND 2013 86.67
SCHOOL #1 BOND 2017 337.85
C O C C BOND 38.84
BONDS - OTHER TOTAL: 827.26

FULL PAYMENT

5,344.98

(Includes Discount and any Pre-payments)

Please include this coupon with payment. NO STAPLES, PAPER CLIPS, OR TAPE

Payment is Due November 15, 2019

Please select payment option below:

3% Discount ☐ 5,344.98 **No Additional Payment Due**
2% Discount ☐ 3,600.06 **Next Payment Due: 05/15/20**
Trimester Option ☐ 1,836.77 **Next Payment Due: 02/18/20**

☐ Mailing address
change on back

TAX ACCOUNT

105420

AMOUNT ENCLOSED

\$

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE

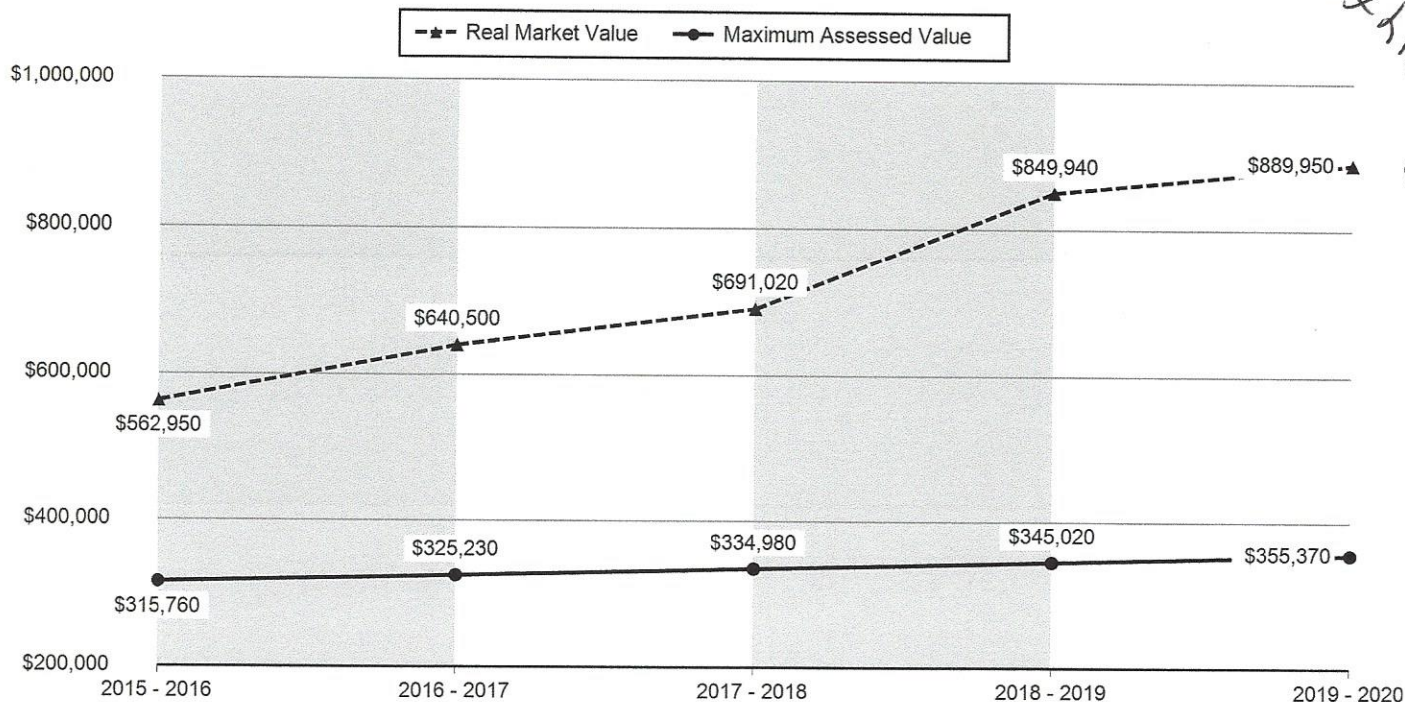
CASCADE COMMUNITY DEVELOPMENT
415 NE NORTON #16
BEND, OR 97701

MAKE PAYMENT TO:

DESCHUTES COUNTY TAX COLLECTOR
OR
PAY ONLINE AT: DESCHUTES.ORG/TAX

09100001054200000183677000036000600005344989

Exhibit
A



Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording Instrument
04/29/2005	FARLEIGH, LANCE D & TAMI S	CASCADE COMMUNITY DEVELOPMENT	\$251,300	33-CONFIRMED SALE	2005-27005
06/03/1998	FARLEIGH, LANCE D	FARLEIGH, LANCE D	\$0	06-GRANTEE IS RELATED/FRIENDS/BUSINESS ASSOCIATES	1998-4970579
05/12/1997	BOESCH, MICHAEL J	FARLEIGH, LANCE D	\$127,000	30-UNCONFIRMED SALE	1997-4472675
01/19/1995	POISSON, LAWRENCE A	BOESCH, MICHAEL J	\$133,900	33-CONFIRMED SALE	1995-3632582
05/25/1992	DUNLEVY JOHN HUGH	POISSON, LAWRENCE A	\$102,000	33-CONFIRMED SALE	1992-2662894
03/19/1991	DUNLEVY JOHN H	DUNLEVY JOHN HUGH	\$3,000	06-GRANTEE IS RELATED/FRIENDS/BUSINESS ASSOCIATES	1991-2310125
06/28/1990		UNKNOWN	\$66,500	33-CONFIRMED SALE	1990-2122069

Service Providers *Please contact districts to confirm.*

Category	Name	Phone	Address
COUNTY SERVICES	DESCHUTES COUNTY	(541) 388-6570	1300 NW WALL ST, BEND, OR 97703
POLICE SERVICES	CITY OF BEND POLICE DEPARTMENT	(541) 322-2960	555 NE 15TH ST, BEND, OR 97701
SCHOOL DISTRICT	BEND - LA PINE SCHOOL DISTRICT	(541) 355-1000	520 NW WALL ST, BEND, OR 97703
ELEMENTARY SCHOOL ATTENDANCE AREA	JUNIPER ELEMENTARY SCHOOL	(541) 355-1800	1300 NE NORTON, BEND, OR 97701
MIDDLE SCHOOL ATTENDANCE AREA	PILOT BUTTE MIDDLE SCHOOL	(541) 355-7400	1501 NE NEFF RD, BEND, OR 97701
HIGH SCHOOL ATTENDANCE AREA	BEND HIGH SCHOOL	(541) 355-3700	230 NE 6TH ST, BEND, OR 97701
EDUCATION SERVICE TAX DISTRICT	HIGH DESERT EDUCATION SERVICE DISTRICT	(541) 693-5600	145 SE SALMON AVE, REDMOND, OR 97756
COLLEGE TAX DISTRICT	CENTRAL OREGON COMMUNITY COLLEGE	(541) 383-7700	2600 NW COLLEGE WAY, BEND, OR 97703
PARK & RECREATION DISTRICT	BEND PARK & RECREATION DISTRICT	(541) 389-7275	799 SW COLUMBIA ST, BEND, OR 97702
LIBRARY DISTRICT	DESCHUTES PUBLIC LIBRARY	(541) 617-7050	601 NW WALL ST, BEND, OR 97703
WATER SERVICE PROVIDER	BEND WATER DEPARTMENT	(541) 317-3000	62975 BOYD ACRES RD, Bend, OR 97701
GARBAGE & RECYCLING SERVICE	BEND GARBAGE & RECYCLING	(541) 382 - 2263	20835 NE MONTANA WAY, BEND, OR 97709



Deschutes County Property Information

Report Date: 2/12/2020 4:53:39 PM

Exhibit
C-3

Disclaimer

The information and maps presented in this report are provided for your convenience. Every reasonable effort has been made to assure the accuracy of the data and associated maps. Deschutes County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Deschutes County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Deschutes County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Deschutes County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder.

Account Summary

Account Information

Mailing Name: CASCADE COMMUNITY DEVELOPMENT
Map and Taxlot: 171233BD06300
Account: 105420
Tax Status: Assessable
Situs Address: 655 NE KEARNEY AVE, BEND, OR 97701

Ownership

Mailing Address:
 CASCADE COMMUNITY DEVELOPMENT
 415 NE NORTON #16
 BEND, OR 97701

Property Taxes

Current Tax Year: \$5,510.29
Tax Code Area: 1001

Valuation

Real Market Values as of Jan. 1, 2019

Land	\$191,890
Structures	\$698,060
Total	\$889,950

Assessment

Subdivision: CENTER ADDITION TO BEND
Lot: PT 5, 6, PT 7
Block: 46
Assessor Acres: 0.35
Property Class: 101 -- RESIDENTIAL

Current Assessed Values:

Maximum Assessed	\$355,370
Assessed Value	\$355,370
Veterans Exemption	

Warnings, Notations, and Special Assessments

Review of digital records maintained by the Deschutes County Assessor's Office, Tax Office, Finance Office, and the Community Development Department indicates that there are no special tax, assessment or property development related notations associated with this account. However, independent verification of the presence of other Deschutes County tax, assessment, development, and additional property related considerations is recommended. Confirmation is commonly provided by title companies, real estate agents, developers, engineering and surveying firms, and other parties who are involved in property transactions or property development. In addition, County departments may be contacted directly to discuss the information.

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
Real Market Value - Land	\$105,710	\$119,250	\$128,070	\$151,880	\$191,890
Real Market Value - Structures	\$457,240	\$521,250	\$562,950	\$698,060	\$698,060
Total Real Market Value	\$562,950	\$640,500	\$691,020	\$849,940	\$889,950
Maximum Assessed Value	\$315,760	\$325,230	\$334,980	\$345,020	\$355,370
Total Assessed Value	\$315,760	\$325,230	\$334,980	\$345,020	\$355,370
Veterans Exemption	\$0	\$0	\$0	\$0	\$0



Oregon

Theodore R. Kulongoski, Governor

Exhibit - D

Housing and Community Services

North Mall Office Building
725 Summer St NE, Suite B
Salem, OR 97301-1266
(503) 986-2000

FAX (503) 986-2020

TTY (503) 986-2100

www.ohcs.oregon.gov



August 13, 2010

John MacInnis
Cascade Community Development
415 NE Norton #16
Bend, OR 97701

RE: 2010 Consolidated Funding Cycle
Kearney 2, #2978

Dear John:

On behalf of Oregon Housing and Community Services, I am pleased to inform you that your project has been selected to receive the following funding reservations:

- \$396,000 of Housing Development Grant Program (HDGP)

The HDGP request which is in excess of \$200,000 from any single program or \$400,000 combined programs will be forwarded to the State Housing Council with a recommendation to approve. The State Housing Council will consider staff recommendations at its August 27, 2010 meeting at 9:00 a.m. The Housing Council meeting will be held at the Department of Transportation, conference room 122. Housing Council meetings are open to the public, and your presence at Council is customary.

The funding reservation is subject to meeting specific requirements. After State Housing Council meets on August 27, 2010, you will receive a Reservation Letter detailing requirements which must be met within specified timeframes. Any questions about this reservation of funds or the Reservation Letter should be directed to your Regional Advisor to the Department (RAD) or Loan Officer.

Expectations Training session for sponsors who receive funding awards is set for:

- Wednesday, September 22, 2010 from 9 a.m. to 1 p.m. The session will be conducted on the internet in a webinar format.

A representative of the sponsor's board, director and housing developer should register. Participation is a mandatory condition of award of funds and training must be completed before the bulk of your resources will be released.

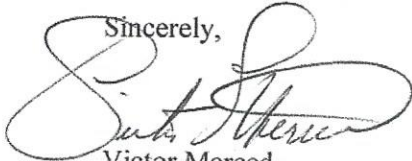


There are two training modules. One will cover expectations during development and the other expectations for the compliance period. Both modules are included at the training. The training should take approximately 4 hours including time for questions and answers.

For further information, contact your RAD. To register for the training session, contact Sarah Dornon at 503-986-2054 or sarah.dornon@hcs.state.or.us.

The Department appreciates your commitment to work in partnership with us to develop affordable housing and provide services to lower-income Oregonians. I congratulate you on your success and look forward to working with you to solve Oregon's affordable housing needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Victor Merced", written over a large, stylized circular flourish.

Victor Merced
Director

C: Deb Price
File

OHCS TRUST FUND/HDGP PROGRAM

OWNER'S CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

All properties that receive more than \$250,000 in Trust Fund/HDGP funding must have the property physically inspected by a 3rd party at least every 3 years and provide a copy of the inspection report to OHCS. Note: this is for all properties that do not have additional funding such as: LIHTC, HOME, Risk Share, Section 8 or RD.

Certification Period: January 1, 2019 through December 31, 2019

Property Name:	Kearney 2
Property Address:	Bend Oregon 97701
City, State and Zip:	Bend Oregon 97701

The undersigned Rebecca S Arnold (Becky) as, or on behalf of Cascade Community Developer (Owner) hereby certifies that:

- ☒ The property is in compliance with the Property Use Agreement(s) and any applicable Amendments to the Property Use Agreement(s), regarding the Commitment to Affordability, Social Service Programs and:
- ☒ Household income for all occupants has been verified and documented per HUD/OHCS requirements.
- ☒ Rent limitations are in compliance with those established with the Trust Fund/HDGP Programs.
- ☒ Recipient has provided timely resident services appropriate to the property population consistent with the approved Resident Services Plan.
- ☒ Each unit in the property is and has been suitable for occupancy, taking into account local health, safety and building codes (or other habitability standards) and the state or local government unit responsible for making building code inspections did not issue a report of a violation for any low-income unit or any building in the property.

☒ Yes ☐ No; if no explain _____

Additionally, all low-income units have been continually occupied, vacant but rent-ready or vacant for redecorating and/or minor repairs for a period of **less than 30 days** throughout the reporting period:

☒ Yes ☐ No; if no explain _____

☒ **3rd Party Physical Inspection Status:** 3rd party inspection not applicable due to: HWS does yearly inspections

Date last inspected by 3rd party (Not OHCS): 12-27-19 (12-27-19)
 Date 3rd party (Not OHCS) inspection planned 12-21 (12-21)

☒ **Attach a copy of the Resident Roster listing all the property residents, their unit numbers and move-in dates.**

There has been a change in the ownership or management of this property: ☐ No ☒ Yes

If yes, please complete the Property Contact Information page detailing the changes in ownership or management of the property.

Please note that failure to complete this certification in its entirety and all other required documents listed above will result in noncompliance with program requirements. In addition, any individual other than an owner or general partner of the property is not permitted to sign this form, unless documentation to support signature authority is attached.

Under penalty of perjury, the undersigned certifies that the information presented within this document, as well as all attachments provided is true and accurate and that the property is in compliance with all applicable laws, rules and regulations for the program funding source.

Print Name: Rebecca S Arnold

Organization: Cascade Community Developm

Title: Exec. Director

Phone: 541-410-3273

Signature: Rebecca S Arnold

Date: 1-27-2020

NOTE: Section 1001 of Title 18 of the U. S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

Trust Fund/HDGP Program (REV 12/2019)



**OREGON HOUSING and
COMMUNITY SERVICES**

725 SUMMER STREET NE, SUITE B | SALEM, OR 97301
503-986-2000 | www.oregon.gov/OHCS

PROPERTY CONTACT INFORMATION

Property Name: Kearney 2

Date: 1/27/2020

Property Address: 655 NE Kearney Ave. Bend Oregon 97701

COMPLETE ALL SECTIONS BELOW; INDICATE IF INFORMATION IS A CHANGE OR NO CHANGE

Management Company	<input type="checkbox"/> Change; Effective Date:	<input type="checkbox"/> No Change
Company:		
Address:		
Director:		
Email:		
Phone:		

Agent Contact	<input type="checkbox"/> Change; Effective Date:	<input checked="" type="checkbox"/> No Change
Name:	Rebecca (Becky) Arnold	
Title:	Exec. Director	
Company:	Cascade Community Development	
Address:	415 NE Norton Ave #16	
Email:	ccd@bendnet.com	
Phone:	541-410-3273	

Site Contact 1	<input type="checkbox"/> Change; Effective Date:	<input checked="" type="checkbox"/> No Change
Name:	Rebecca (Becky) Arnold	
Title:	Exec. Director	
Property:	Cascade Community Development	
Address:	415 NE Norton Ave #16	
Email:	ccd@bendnet.com	
Phone:	541-410-3273	
Lives onsite - if yes, indicate unit #:		

3rd Party Consultant (if applicable)	<input type="checkbox"/> Change; Effective Date:	<input type="checkbox"/> No Change
Name:		
Title:		
Company:		
Address:		
Email:		
Phone:		
Provide date 3 rd party consultant contracted for this property:		



CCPC Contact <input type="checkbox"/> Change; Effective Date:		<input type="checkbox"/> No Change
Name:		
Title:		
Company:		
Address:		
Email:		
Phone:		

Ownership Entity <input type="checkbox"/> Change; Effective Date:		<input checked="" type="checkbox"/> No Change
Limited Partnership or LLC		
Company:	Cascade Community Development	
Tax ID #:	93-1044679	
Director:	Rebecca (Becky) Arnold	
Address:	415 NE Norton Ave #16	
Email:	ccd@bendnet.com	
Phone:	541-410-3273	

Designated Owner <input type="checkbox"/> Change; Effective Date:		<input checked="" type="checkbox"/> No Change
This person has signature authority for the Ownership Entity (i.e. Director, CEO, CFO)		
Name:	Rebecca (Becky) Arnold	
Title:	Exec. Director	
Company:	Cascade Community Development	
Address:	415 NE Norton Ave #16	
Email:	ccd@bendnet.com	
Phone:	541-410-3273	

Additional Owner Contact (if applicable) <input type="checkbox"/> Change; Effective Date:		<input type="checkbox"/> No Change
Person is part of the ownership of the property		
Name:		
Title:		
Company:		
Address:		
Email:		
Phone:		

<i>This Property Contact Information form completed by:</i>	
Name:	Rebecca (Becky) Arnold
Title:	Exec. Director
Company:	Cascade Community Development
Address:	415 NE Norton Ave #16
Email:	ccd@bendnet.com
Phone:	541-410-3273

Signature: Rebecca S Arnold Date: 1-27-2020

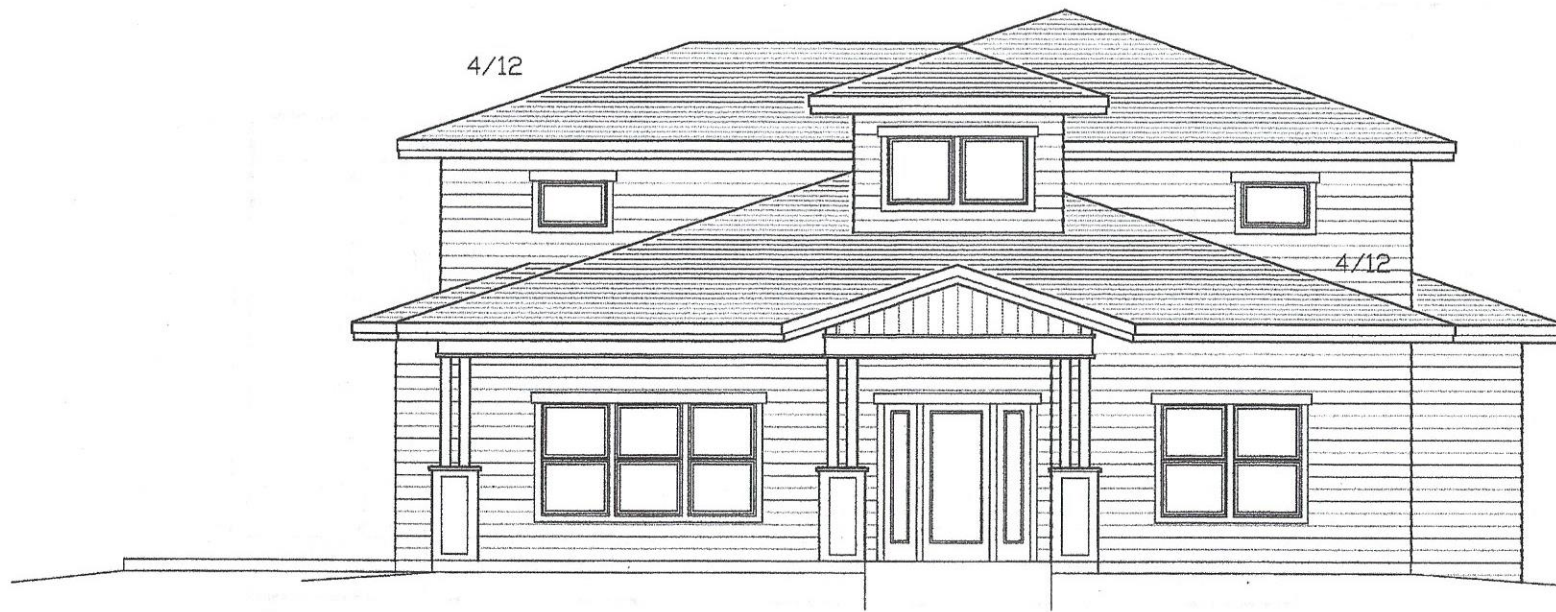


KEARNEY 2 TENANT ROSTER

Funding GHAP

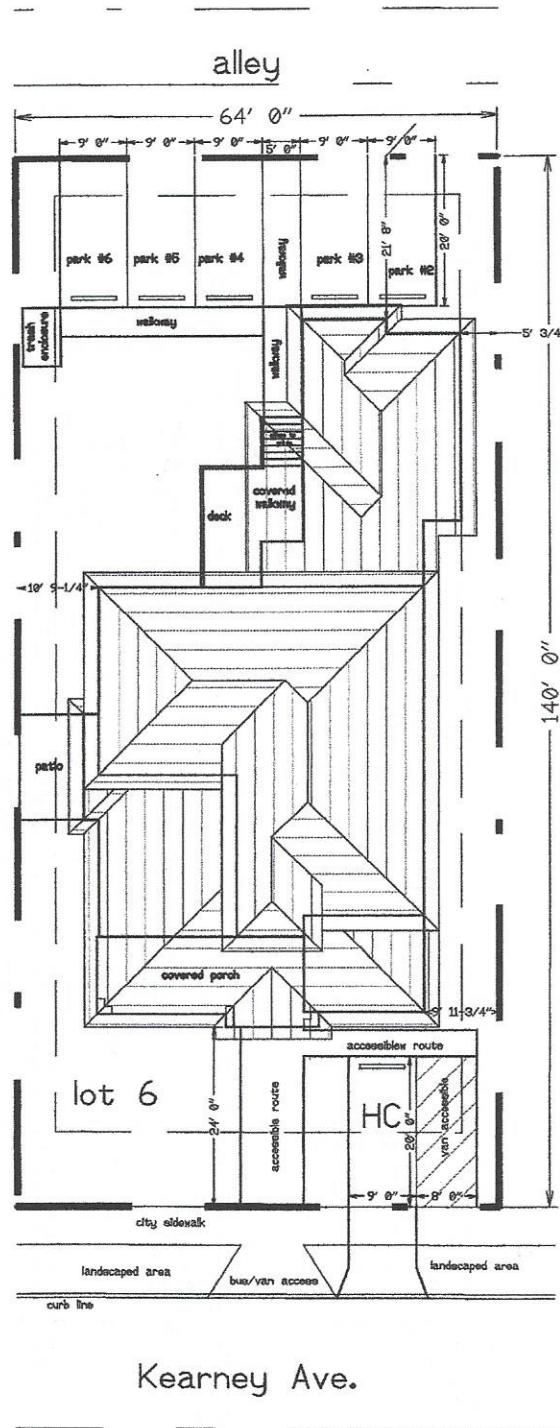
Unit #	Name	Move-in-date
#1	456	6/01/2016
#2	445	12/01/2011
#3	445	12/01/2011
#4	456	8/01/2016
#5	445	12/01/2011
#6	455	3/15/2013

Exhibit
G



front (north) elevation

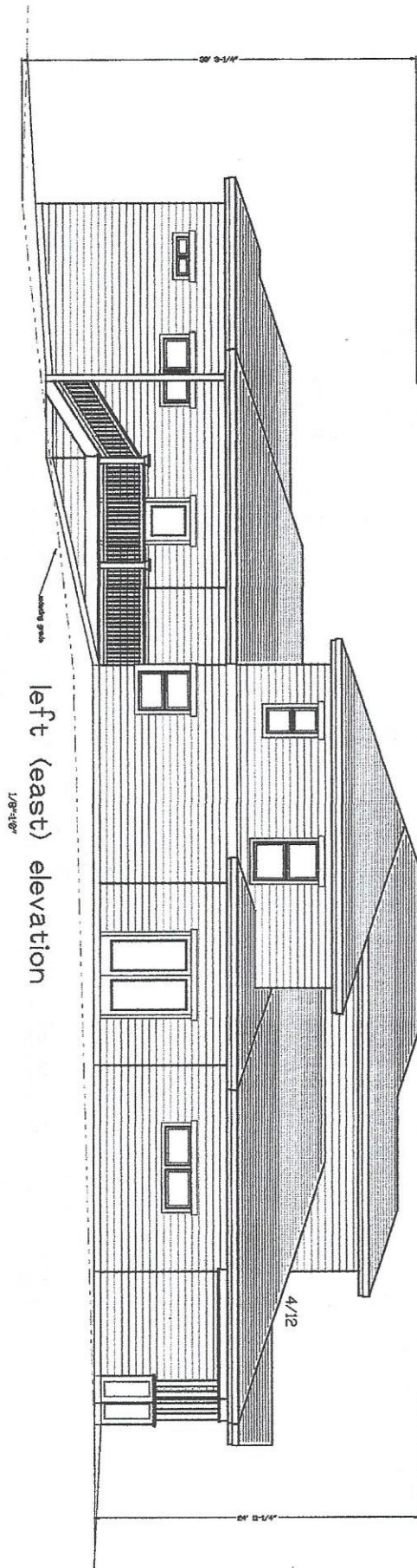
3/16"=1'0"

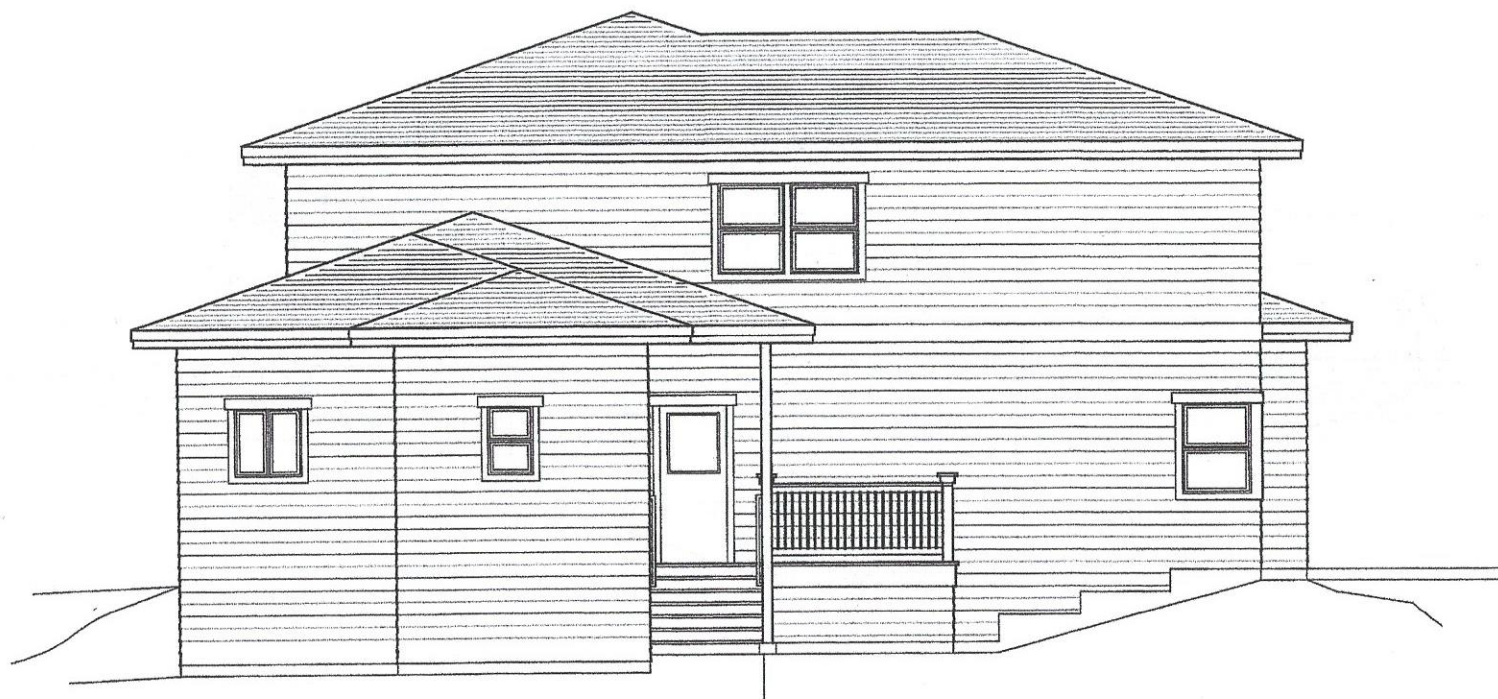


total group home living area: 3,792 sf.
Auxiliary Dwelling Unit: 541 sf.

total living area: 4,333 sf.
covered porch: 218 sf.
deck: 216 sf.
patio: 280 sf.
total: 5,047 sf.

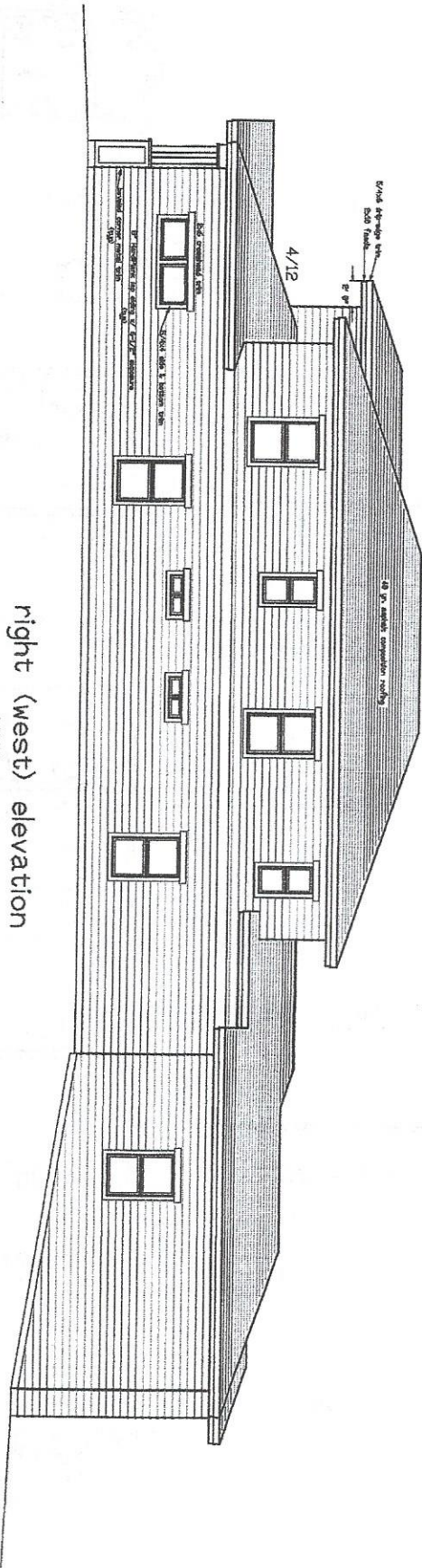
scale" 1"=40'0"
lot size: 8,960 sf.
allowable lot coverage: 35% or 3,136 sf.
structure footprint: 3,123 sf. = 34.8% of lot



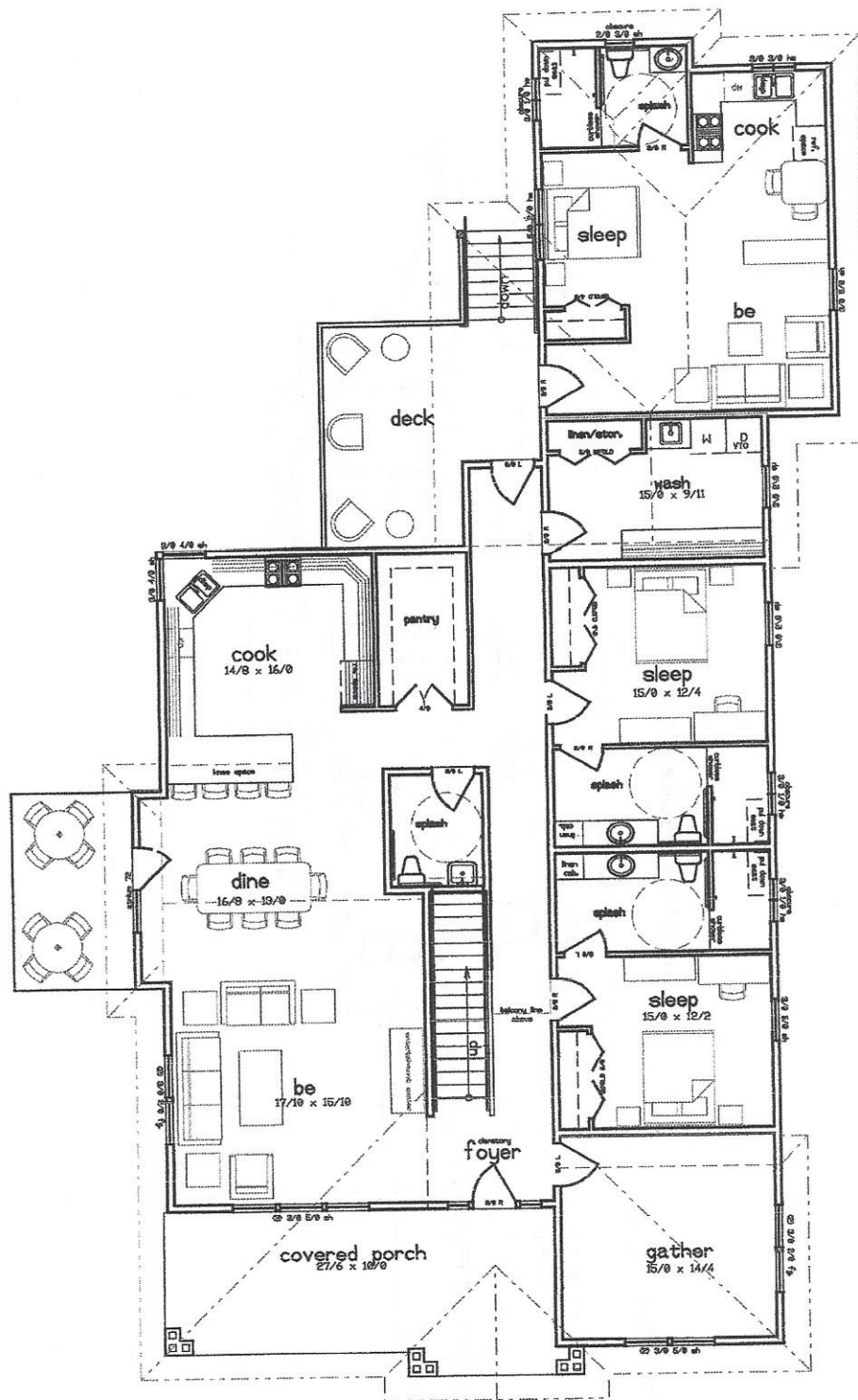


rear (south) elevation

3/16"=1'0"

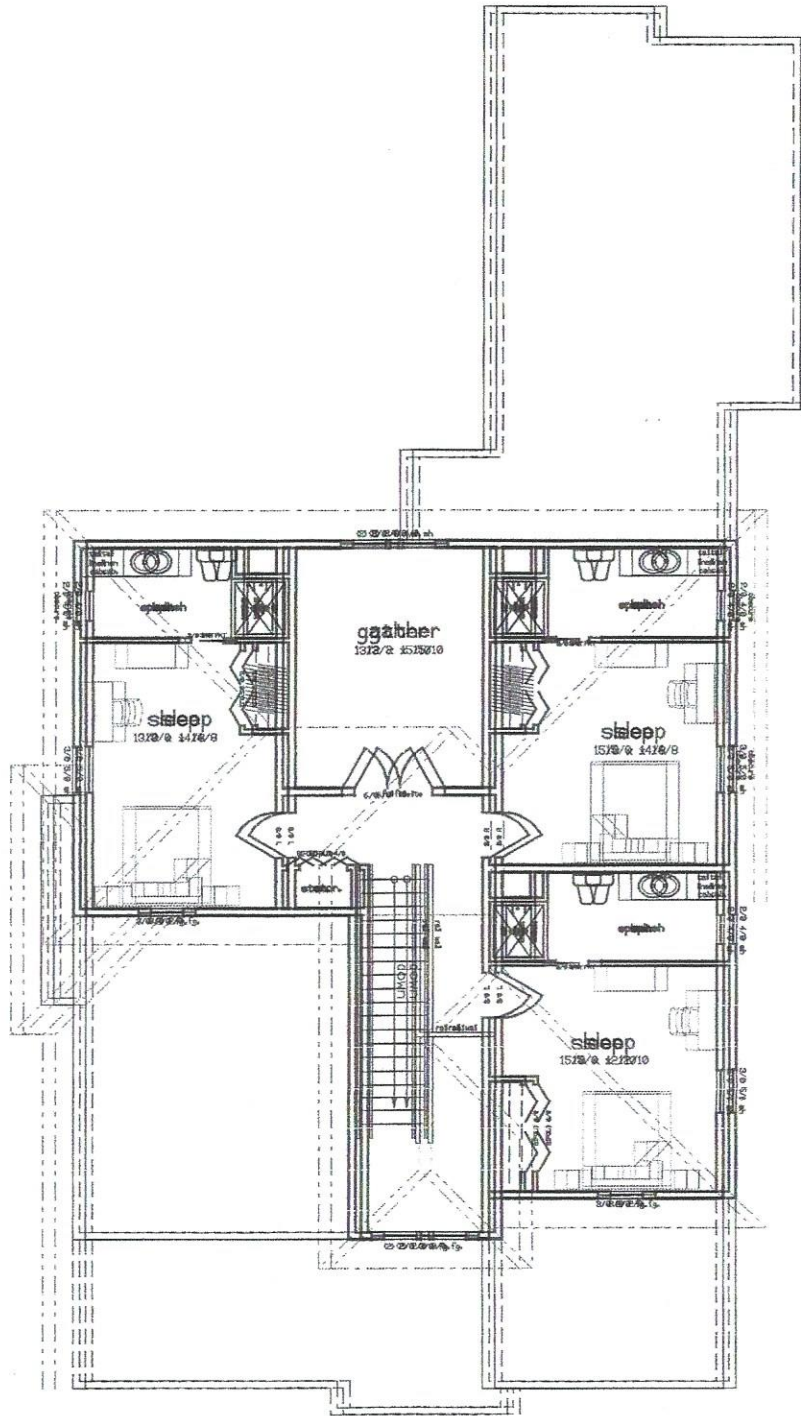


right (west) elevation
1/8"-1/8"



lower floor plan 2384 sf.
1/8"=1'-0"

total group home living area: 3,792 sf.
Auxiliary Dwelling Unit: 541 sf.
total living area: 4,333 sf.
covered porch: 218 sf.
deck: 216 sf.
patio: 280 sf.
total: 5,047 sf.



upper floor plan 1,498 s.f.
1/8"=1'-0"

Exhibit H

3 pages

After Recording Return to:
Housing and Community Services
Attn: Multifamily Housing Section
725 Summer Street, Suite B
Salem, OR 97301-1266

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2011-07344



\$98.00

00771194201100073440110111

02/25/2011 09:29:00 AM

D-CCR Cnt=1 Str=2 TM

\$55.00 \$11.00 \$16.00 \$10.00 \$6.00

SPACE ABOVE FOR RECORDERS USE

HOUSING AND COMMUNITY SERVICES DEPARTMENT
STATE OF OREGON

HOUSING DEVELOPMENT GRANT PROGRAM
GRANT AGREEMENT, DECLARATION OF RESTRICTIVE COVENANTS
AND EQUITABLE SERVITUDES

This Housing Development Grant Program ("HDGP") Grant Agreement, Declaration of Restrictive Covenants and Equitable Servitudes (this "Agreement") is made and entered into this 23 day of February, 2011, by and between, **Cascade Community Development, an Oregon non-profit corporation** (together with its successors and assigns, the "Recipient") and the State of Oregon acting by and through its Housing and Community Services Department (together with its successors and assigns, the "Department").

RECITALS

A. The Recipient has completed and submitted to the Department an application for an award of HDGP funds (the "Application"), which Application is incorporated herein by this reference.

B. The Recipient, by the described Application, has requested an HDGP grant from the Department in the principal amount of **THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000)** (the "Grant") for the purpose of partially reimbursing the construction costs of a **six (6)** unit low-income housing project in Bend, Oregon, more particularly described in Exhibit A hereto, and known as **Kearney II** (the "Project").

C. The Department has conditionally awarded Recipient the requested Grant subject to the terms and conditions of this Agreement, including the terms and conditions of the Application as modified by the Department's conditional HDGP award letter dated **September 10, 2010** (the "Award"), which Award also is incorporated herein by reference.

AGREEMENT

WHEREFORE, for good and sufficient consideration, including the terms and conditions herein, Department and Recipient mutually agree as follows:

PART I: GRANT ISSUANCE.

(a) Subject to the availability of HDGP funds, and conditioned upon the terms and conditions of this Agreement, the Department will make the Grant to Recipient up to the maximum principal amount of **THREE HUNDRED NINETY- SIX THOUSAND DOLLARS (\$396,000)**.

(b) The Department will disburse the Grant to Recipient after satisfaction of Award conditions at its sole discretion and after execution and recording of this Agreement and delivery to the Department of information satisfactory to it that Project work will commence. The Department may disburse the Grant prior to recording of this Agreement, at its sole

Grant Agreement, Declaration of Restrictive Covenants - HDGP

KEARNEY II - 2978

Page 1 of 11

discretion, upon placement of the Agreement in escrow with binding instructions to record this Agreement upon notice to the escrow officer by the Department or upon Recipient's establishment of fee title ownership to the Project.

(c) The Department's Award commitment will expire six (6) months from the date of this Agreement if the Borrower fails to timely satisfy the requirements above in subsection (b) unless the Grant is sooner terminated by the Department. Approval of any extension, and the length of any approved extension, is at the Department's sole discretion.

PART II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT.

The Recipient represents, warrants and covenants that:

(a) It is a non-profit corporation, duly organized, validly existing, and in good standing under the laws of Oregon and authorized to do business and in good standing in Oregon, and it has the power and authority to transact the business in which it is engaged and to enter into and perform this Agreement;

(b) The making and performance of this Agreement by Recipient has been duly authorized by all necessary action of Recipient; do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Recipient's organizing documents or authorizing statutes; and do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties is bound or affected and does not and will not result in the creation or imposition of any prohibited encumbrance of any nature;

(c) This Agreement, when executed and delivered, shall be a valid and binding obligation of Recipient enforceable in accordance with its terms;

(d) Recipient agrees to fulfill all requirements of this Agreement and HDGP requirements and administrative rules (including as such administrative rules are amended from time to time), including but not limited to any requirements, including funding requirements, set forth in the Award or other reservation letter, to the satisfaction of Department; and

(e) Recipient shall complete the Project no later than **two years** from the date of this Grant Agreement and in accordance with the plans and specifications that have been approved by Department or modifications to those plans and specifications, which modifications must be approved by Department, and in accordance with the terms and conditions of this Agreement.

PART III: ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT.

The Recipient also represents, warrants and covenants that:

(a) Affordability.

(2) Recipient will use Grant funds only for financing of appropriate costs related to construction of **six (6)** income-restricted residential rental units (the "Qualified Units") of the **six (6)** total units in the Project and/or such eligible common areas and other aspects of the Project, consistent with HDGP requirements and administrative rules, as are described in the Application and approved in the Award.

(3) Recipient will ensure that of the **six (6)** Qualified Units in the Project, **six (6)** units will be occupied by very low income persons. "Low income persons" means persons with a household income at or below 80% of the county median income and "very low income persons" mean persons with a household income at or below 50% of

the county median income. County median income levels are published annually by the U.S. Department of Housing and Urban Development ("HUD").

(4) Recipient will maintain the very low income affordability limits required in this Agreement, consistent with HDGP requirements and administrative rules, with respect to occupancy of the Qualified Units continuously for a period of **thirty (30) years** from the date that the Project is certified for occupancy or **February 28, 2040**, whichever is later (the "Affordability Period").

(5) If at any time during the Affordability Period the Project, or any of the Qualified Units, is used in a manner inconsistent with this Agreement, Recipient will repay the Grant to the Department upon thirty (30) days written notice to it by the Department.

(b) Resident Service Programs.

(1) Recipient will file with the Department a Project Resident Services Plan (the "Plan"), consistent with HDGP requirements and administrative rules, satisfactory to the Department when required by the Department. The Department may require periodic revisions to the Plan from the Recipient at the Department's reasonable discretion. The Recipient may propose revisions to the Plan for approval by the Department. All Plan revisions must be approved in writing by the Department prior to becoming effective.

(2) Recipient will provide timely resident services appropriate to the Project population and consistent with the Plan, including as the Plan is revised from time to time.

(3) If the Department determines that the Recipient has failed to provide timely resident services appropriate to the Project population and consistent with the Plan (including as the Plan is revised from time to time) at any time during the Affordability Period, Recipient will repay the Grant to the Department upon thirty (30) days written notice to it by the Department.

(c) Inspections; Maintenance of Records; Reporting.

(1) The Department shall have the right to inspect the Project and to inspect and copy all documents related to the Project throughout the Affordability Period. Recipient will cooperate fully with the Department in any such inspection of the Project or in any inspection and/or copying of Project documents.

(2) The Recipient will maintain all Project documents as required by the Department throughout the Affordability Period and for six (6) years thereafter or as otherwise required by the Department pursuant to this Agreement.

(3) The Recipient will provide reports satisfactory in form and content to the Department with respect to the Recipient's compliance with the terms and conditions of this Agreement as required from time to time by the Department.

(4) If the Department determines that the Recipient has failed to comply with any of the terms of this Part III(c), Recipient will repay the Grant to the Department upon thirty (30) days written notice to it by the Department.

PART IV: COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

(a) Inducement. The Recipient represents and warrants that the issuance to it of the Grant described herein by the Department is an inducement to the Recipient to construct and operate the Project in accordance with this Agreement. In consideration of the issuance of the Grant, the Recipient has entered into this Agreement and has agreed to restrict

710 WALL STREET
P.O. BOX 431
BEND, OR 97709
[541] 388-5505 TEL
[541] 388-5519 FAX
www.ci.bend.or.us

April 13, 2010

Cascade Community Development
415 NE Norton # 16
Bend, OR 97701



KATHIE ECKMAN
Mayor

Attn: John MacInnis

MARK CAPELL
Mayor Pro Tem

RE: Kearney 2 - Bend

JIM CLINTON
City Councilor

CFC Application

JODIE BARRAM
City Councilor

JEFF EAGER
City Councilor

The City of Bend expresses full support for the proposed affordable housing project that is specifically directed to persons having special needs. Cascade Community Development (CCD) has been a long time affordable housing advocate and has provided the City of Bend with innovative and community based projects for several years.

TOM GREENE
City Councilor

ORAN TEATER
City Councilor

The need for special needs housing has been documented in several areas of the City planning efforts. Within the 2009-2014 Consolidated Plan and the Bend 2030 Vision process, affordable housing was considered one of the major needs for the City. In addition, the City Affordable Housing Committee has committed financial assistance to the proposed project.

ERIC KING
City Manager

SONIA ANDREWS
Finance Director

SANDRA L BAXTER
Police Chief

LARRY HUHN
Fire Chief

PATRICIA STELL
City Recorder

The City of Bend considers CCD's application to Housing and Community Services as a positive step in providing needed housing in Bend. In addition to providing added affordable housing to disabled citizens, approval will also benefit the City's continued support for entire disabled community.

Sincerely,

Kathie Eckman
Mayor

“ CENTRAL OREGON TRANSITIONS PLUS”

Independence with Support of Friends, Family and Community

Cascade Community Development
415 NE Norton # 16
Bend, OR 97701

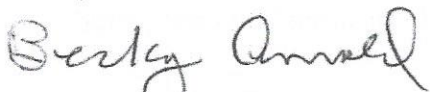
Attn: John MacInnis

RE: Kearney 2 - Bend

Central Oregon Transitions Plus with Pleasure is writing this letter of Support for the Proposed New Project for Cascade Community Development. The support services and commitments from COPT as stated in the CFC application for funding incorporates the service needs required for a successful project.

The “ Kearney 2 Project” will fill a great need in this area for more housing for Adults with Development Disabilities. COTP will help co-ordinate the service component in conjunction with Full Access Brokerage, CORIL and others. In addition, COTP will continue to work with the parents /advocates of the residents to make Kearney 2 as successful a project as is the original Kearney Apartments and the Norton Apartments have been over the past twelve years. The result of “natural” supports provided by “parents and family” will again be an integral part of the support system for Kearney 2.

Sincerely,



Becky Arnold, Board President
Central Oregon Transitions Plus



Creating opportunities for people with developmental disabilities

April 20, 2010

To whom it may concern,

This is a letter of support for the Kearney 2 community living project.

Full Access has seen first hand the success of both Kearney and Norton apartments for people with developmental disabilities to live independently within the community. These apartments have been exemplary models for other similar projects around the state of Oregon.

We believe that the Kearney 2 project will be successful in fulfilling an essential need for more affordable, community living for adults with developmental disabilities who want to live as independently as possible while still accessing various levels of personal care and community living supports.

Full Access provides case management for adults with developmental disabilities that live within their own home and/or in the community and meet the County criteria for being enrolled in our program. By networking with other community organizations, we can provide supports for individuals living in Kearney 2, if enrolled in our program, to enable them to be more successful in their living environment

We look forward to the development of Kearney 2 and the independence it will bring to the lives of people in our community.

Sincerely,

Anna Bergren
Lead Personal Agent
Full Access

Kimberly Sellmann
Program Director
Full Access

<http://fullaccess.org>

1240 Charnelton St
Eugene, OR 97401
Ph: (541) 284-5070
Fax: (541) 284-5067

155 Revere Ave, Ste B
Bend, OR 97701
Ph: (541) 749-2158
Fax: (541) 617-8632

1450 Birch Ave
Cottage Grove, OR 97424
Ph: (541) 767-0696
Fax: (541) 942-9691

212 SW 4th St, Ste 303
Madras, OR 97741
Ph: (541) 350-6675
Fax: (541) 475-3397



NeighborImpact

Critical Needs. Diverse Services. Empowering Change.

April 21, 2010

Cascade Community Development
415 NE Norton # 16
Bend, OR 97701

Attn: John MacInnis

RE: Kearney 2 – Bend - 2010 Consolidated Fund Application

As the Community Action Program agency for Central Oregon, Neighbor Impact has been a strong supporter of affordable housing for all segments of the low-income population. The need for supportive housing for special needs and disabled persons has become more critical during periods of economic stress and the increasing population of the region. The increasing awareness of disabled and homeless individuals has become an increasing issue for the region and any added housing that could even remotely address that issue would be an asset to the community.

The CFC application for the Kearney 2 project by Cascade Community Development (CCD) will fill some of the gap for special needs housing and will contribute positively to the Continuum of Care process that is part of Neighbor Impact's mission. Affordable supportive housing for developmentally disabled (DD) persons provide safe and secure housing and can lessen the probability for emergency services requests on behalf of that population.

Neighbor Impact is aware of the prior work accomplished by CCD and supports its application for CFC funds to continue that work with the Kearney 2 project.

Sincerely,

Holly Hutton
Deputy Director

2303 SW First Street • Redmond, Oregon 97756 • (541) 548-2380
FAX: (541) 548-6013 • E-MAIL: neighborimpact@neighborimpact.org
www.neighborimpact.org

April 21, 2010

Cascade Community Development
415 NE Norton # 16
Bend, OR 97701

Attn: John MacInnis

RE: Kearney 2 Supportive Housing

The Bend Park and Recreation District (BPRD) has numerous programs and services directed to the developmentally disabled population of the Bend area. As part of the Therapeutic Recreation Program, BPRD has provided many recreational and educational opportunities to the residents of the original Kearney and Norton apartments operated by Cascade Community Development. Many of our community wide programs are delivered at the Norton community room for residents and non-residents alike.

We are very pleased to learn that added housing for the DD population is being planned in the Bend community. BPRD will again be eager to assist in the recreational activities of future residents of Kearney 2 and we look forward to working with CCD and the family groups who support the DD community.

Sincerely,

Cascade Community Development
415 NE Norton # 16
Bend, OR 97701

Attn: John MacInnis

RE: Kearney 2 - Bend

Central Oregon Transitions Plus with Pleasure is writing this letter of Support for the Proposed New Project for Cascade Community Development. The support services and commitments from COPT as stated in the CFC application for funding incorporates the service needs required for a successful project.

The "Kearney 2 Project" will fill a great need in this area for more housing for Adults with Development Disabilities. COTP will help co-ordinate the service component in conjunction with Full Access Brokerage, CORIL and others. In addition, COTP will continue to work with the parents /advocates of the residents to make Kearney 2 as successful a project as is the original Kearney Apartments and the Norton Apartments have been over the past twelve years. The result of "natural" supports provided by "parents and family" will again be an integral part of the support system for Kearney 2.

Sincerely,

A handwritten signature in black ink, appearing to read "Becky Arnold". The signature is fluid and cursive, with the first name "Becky" written in a larger, more prominent script than the last name "Arnold".

Becky Arnold, Board President
Central Oregon Transitions Plus









REPORT: 2020 Compliance Report for Executive Limitation 3 – Treatment of Students, Parents / Guardians and the Public

PRESENTED BY: Katie Legace, Deputy Superintendent

EXECUTIVE SUMMARY:

Major Accomplishments from 2019-20

- The district completed a secondary attendance area review and recommendation process by mid-winter, 2020. The opening of a new large high school in southeast Bend in the fall of 2021 is driving this review process, which will create significant changes to the current three high school attendance areas in the Bend area. Middle school attendance areas will also be impacted. The district brought diverse voices and experiences to the community team which brought a recommendation to the Superintendent. Communication regarding new attendance areas over a year in advance has helped families' plan.
- The district completed its first-ever Excellence and Equity Review process in the 2019-20 year. Drawing from student achievement and growth data, a diverse set of 36 focus groups with special attention given to the voices and experiences of underserved students and their families, a survey open to the larger public, and multiple listening mechanisms with staff, the district was informed of areas of need and determine the best use of resources to meet those needs.
- The district submitted a first-ever Strategic Investment Plan in the spring of 2020 that aligns the needs of the district with the resources being provided as a result of the Student Success Act. The plan aligns with direction given by legislation and the Department of Education as we seek to invest new resources wisely to ensure the success of all students

Priorities for 2020-21

- In August, the Board issued an Equity Resolution stating its commitment to ensuring equitable experiences and outcomes for all students and hiring diverse staff representative of our students and community. The district is convening an Equity Coalition, inclusive of district staff and community members representative of historically underserved citizens, to partner in a shared power structure to address equity issues in our district. This team will work to disrupt inequitable practices in our schools and district for the purpose of elevating the learning and experiences of our historically marginalized students.
- The district continues to increase numbers of staff who have participated in training focused on race and equity. As of February, 2020, approximately 40 staff have participated in the week-long Coaching for Educational Equity (CFEE) training and another 145 staff members have participated in a two-day Taking It Up (TIU) training. When it is safe to do so, we have staff on waiting lists to participate in both trainings. We have partnered with the non profit BRYT organization from Massachusetts to lead equity trainings for all administrators and supervisors throughout the 2020-21 school year.
- With the newest comprehensive high school opening fall of 2021, the district will work with human resources, building administrators and school staff to move staff to the school in a way

that ensures the strongest possible teams at each high school. Additionally, we will develop a fair ACR process that aligns with our choice high school process. We will communicate with our community to ensure a transparent process.

- The district continues to refine its communication with multilingual families which includes hiring a fulltime district translator and adopting and training to a new software system for streamlining all translation/interpretation requests. This will ease the efficiency of the translation process, ensuring emergency messages are immediately translated into Spanish. In addition, we continue to run a Spanish-language Facebook page; have increased the number of Spanish-language events, including welcome back nights, curriculum nights, college information nights, and sports sign ups. Some events are on hold due to the COVID pandemic. We look forward to implementing these events when we can do so safely.

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

Executive Limitation 3 – Treatment of Students, Parents / Guardians and the Public
November 10, 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

With respect to interactions with all stakeholders (students, parents/guardians, and the public), the Superintendent shall not cause or allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, disruptive, undignified or in violation of Board policy. Accordingly, the Superintendent shall not:

- 1. Fail to maintain an organizational culture that treats all stakeholders with respect, dignity and courtesy and that includes:**
 - a. Open, honest and effective communication in all written and interpersonal interaction. This includes providing communication in other languages as needed.**
 - b. Respect for others and their opinions.**
 - c. Focus on common organizational goals as expressed in Board policies.**

Evidence of compliance:

The district continually refines its communication with both internal and external stakeholders in ongoing efforts to both effectively hear stakeholders' voices and provide pro-active information.

One continuing challenge is effective communication with the district's linguistically diverse families. A primary focus has been Spanish-language support, because this is the preferred language of the vast majority of our non-English speaking families. In recent school years, the district has refined its emergency translation process, ensuring these messages are immediately translated into Spanish; introduced a Spanish-language Facebook page; and increased the number of Spanish-language events, including welcome back nights, curriculum nights, college information nights, and sports sign ups. Some of these events have been temporarily suspended to our COVID pandemic. Others are being continued remotely.

To support families whose native language is neither English nor Spanish, the district has continued to provide annual training to office staff on communication tools and strategies to support families, including the use of Google Translate. The district has also implemented a new Welcome Center protocol for linguistically diverse families, including comprehensive information about transportation, safety and mental health tools, choice programs/options, etc. Language Department staff have received additional training by community partners on

culturally-responsive communication and family engagement for our Spanish and Chinese speaking community members.

In coordination with the HDESD, the district is implementing a new software system for streamlining all translation/interpretation requests – this software will allow us to collect and analyze data on usage across our system. As part of the roll-out for implementing this new software, all district staff are also being trained on effective and culturally-responsive practices for communicating via an interpreter.

With the newest comprehensive high school opening fall of 2021, the district will work with human resources, building administrators and school staff to move staff to the school. Additionally, we will develop a fair ACR process that aligns with our choice high school process. We will communicate with our community to ensure a transparent process.

2. Fail to establish policies and procedures to ensure organizational compliance with all federal and state laws, including those dealing with any form of illegal discrimination.

Evidence of compliance:

District staff engages consistently with legal counsel in order to stay current around policies, regulations, case law and recommendations, such as those related to promoting discrimination-free environments. In addition, district leaders continue to attend applicable trainings and receive regular updates on legislative and other changes affecting employees' civil rights through the Office of Civil Rights, Oregon School Personnel Association, Confederation of Oregon School Administrators, and the Bureau of Labor and Industries, among other organizations.

All district staff is required to complete annual training each year that provides information and direction around guidelines related to discrimination-free environments.

The district's Title IX coordinator has updated noticing requirements to provide clarity around expectations and reporting processes related specifically to Title IX requirements and provisions. Ongoing training for all district staff on Title IX requirements occurs each school year.

The district's Title VI coordinator provides annual training for staff and continues to develop processes and tools to improve reporting and responding to incidents related to race, ethnicity, native language or national origin.

With the recent adoption of the All Students Belong rule by the Oregon Department of Education, our Excellence and Equity team is beginning the process of developing policies and procedures for dealing with bias incidents. We have trained all administrators on the rule and intend to train staff, students and parents in the coming months. Training for administrators will include calibration of the identification and response to Title IV incidents, and will include opportunities to connect this work with our focus on restorative practices, racial awareness, equity work and community partnerships.

3. Use methods of managing information that fail to protect confidential information

Evidence of compliance:

Bend-La Pine Schools' student data and information are considered confidential and are treated as such. Access to systems containing student data is given out on an as-needed basis. The

largest, and most used, system is the Synergy Student Information System. Other systems (Google, etc.) contain student information, as well.

Explicit actions have been taken to protect student information within Bend-La Pine Schools. Examples include the following:

- Communication to staff that student information shall not be transmitted via insecure systems (email, etc.);
- The change of all BLS staff passwords to a 12-character password that must be changed (system enforced) at least every 12 months;
- Creation of a secure sending platform to transmit student information, so email can be avoided;
- Integration of most systems into the district's Active Directory platform, allowing for the management of user identities in one place, automatic access termination across systems, etc.;
- Adherence to [JOA-AP: Directory Information](#); which defines student record request limitations;
- Hardening of IT systems that contain student information, to the degree possible; and
- Thorough review of Apps requested by teachers via a third-party organization to insure privacy levels and management of student data adhere the expectations of Child Online Protection Act (COPA) and the Children's Internet Protection Act (CIPA).

The above, coupled with communication of best practice, diligence and awareness, helps to keep BLS student data and information safe. More detail regarding specific security systems can be found in Executive Limitation 9, Technology.

4. Fail to provide and communicate a process for the timely handling of complaints.

Evidence of compliance:

The district has streamlined and simplified the complaint process by combining a number of processes into two categories:

1. Complaints concerning discrimination, harassment (including sexual harassment), intimidation, bullying, cyberbullying, menacing, hazing, teen dating violence, sexual conduct with a student by a district employee and / or sexual violence ([AC-AP: Non-Discrimination](#) and [AC-AR: Discrimination Complaint Procedure](#)) ; or
2. Complaints concerning district practices, alleged violations of state or federal standards, or complaints against a district employee ([KL-AP: Public Complaints](#), [KLD-AP: Public Complaints about District Personnel](#) and [KL-AR: Public Complaints](#)).

Administrators are trained annually in the use of both complaint forms, where to access, and how to process.

5. Fail to involve stakeholders in advisory capacity regarding district-level matters at the board's direction.

Evidence of compliance:

In conjunction with our commitment to equity, the district is convening an Equity Coalition inclusive of district staff and community members representative of historically underserved citizens to partner in a shared power structure to address equity issues in our district.

The district engages stakeholders on all important issues, including attendance area changes, sites and facilities, school start times, principal hires, and treatment of students, for example. Stakeholder engagement strategies include focus groups, public meetings, surveys, and stakeholder representation on committees.

6. Tolerate any behaviors or actions that hinder the academic performance or the well-being of students.

Evidence of compliance:

The following policies and regulations provide guidelines and provisions for promoting academic performance and well-being of students. Student, staff and public guidelines are noted below:

- [JG-AP](#) : Student Conduct and Discipline
- [EEACC-AP](#) : Student Conduct on School Buses
- [EEACC-AR](#) : Conduct on School Buses
- [JHFF-AP](#) : Reporting Requirements Regarding Sexual Conduct with Students
- [JHFF-AR](#) : Maintaining Appropriate Staff/Student Boundaries
- [KGB-AR](#) : Public Conduct on District Property

Addressing the growing mental health needs of our students remains one of our highest priorities in relation to school safety. Bend-La Pine Schools has a long tradition of implementing evidence-based social and emotional learning (SEL) programs like Positive Behavioral Interventions and Supports (PBIS). Additionally, schools have initiated many local efforts to teach and support SEL within their own learning communities. Now, we are beginning to understand the effects of trauma and adverse childhood experiences on student learning, behavior, and emotional well-being at all grade levels. By adding the trauma lens to our current efforts in PBIS and SEL programs, and doing so in a coherent and aligned K-12 model, Bend-La Pine Schools will be better able to meet the mental health needs of all students. The Culture of Care project is a systematic and process-driven effort to assist schools in adding a school-wide trauma informed lens within existing or emerging multi-tiered systems of support. The aim is not to duplicate existing efforts; it is to provide a framework that existing work and initiatives can plug into. As part of a districtwide “culture of care” project, the culture of care coaches provide ongoing training, coaching, and consultation to administrators and building teams. Bend-La Pine Schools is part of a regional effort to bring trauma-informed care to all schools in the region. The team has secured a large, multi-year grant from the Central Oregon Health Council to support these efforts.

We have contracted with BRYT to work with our high schools teams to implement a comprehensive health support system in our high schools. Staff are being trained in how to provide support students severely impacted by physical or mental health concerns such as concussions, surgery, mental health hospitalization, suicidal ideation and other severe health scenarios that impact a student’s ability to access their education. Teams of staff are working to customize programs that meet the needs of students at their schools.

All schools have staff trained in QPR (identification of and response to suicidal students).

Training on racism continues for staff. We have contract with the BRYT organization to provide equity training for all administrators.

As of February 2020, approximately **40** staff have participated in the week-long Coaching for Educational Equity (CFEE) training and another 145 staff members have participated in a two-day Taking It Up (TIU) training.

In addition to the above, with respect to interactions specifically with students and/or their families, the Superintendent shall not:

1. Fail to develop a comprehensive school safety program and protocols.

Evidence of compliance:

Of all significant district initiatives, school safety has been one of the top priorities. The district has launched, refined, and reviewed safety programs/protocols in numerous areas, including the following:

- SafeOregon Tip Line: The app is on the Ipads of all students, grades 6-12.
- Lines for Life: The district has been educating students and staff about this suicide-prevention method, run by teens who have been trained as listening resources.
- Visitor Management System is in place in all district schools.
- Background Investigation Bureau (BIB): The district has updated to this system for criminal background checks on all employee applicants and volunteers.
- Secure vestibules/fencing: The 2017 bond provided funding for improvements in fencing and the creation of secure vestibules in all schools. However, with heightened concerns about student safety, this work has been expedited. The vestibules are expected to be in place throughout the district by January, 2020.
- STAS (student threat assessment team): The district worked with the Safe Schools Alliance to establish this team and hired Misty Groom as a HDESD employee to lead the process. Her office is located in BLP's Education Center.

In response to our current COVID pandemic, we have implemented a comprehensive plan to provide a safe environment for students and staff which includes:

- Detailed safety plans for every school in the district, including our charter schools
- A safety flow chart outlining the process for addressing safety concerns within each building
- A flow chart showing the process to be followed if a staff member or student demonstrated COVID symptoms or is suspected of or diagnosed with COVID
- The addition of the school nurse as a member of every school's safety team
- Required training in COVID safety for all staff

2. Fail to invite student and parent/guardians evaluation (via survey) of their educational experience.

Evidence of compliance:

In the spring of 2020, the district implemented a survey for staff, students and families focused on Distance Learning. The intention was to learn what worked well and what needed improvement knowing that we could be in remote learning the fall of 2020.

Fall of 2020, schools implemented a short survey with staff, students and families to gauge the effectiveness of Comprehensive Distance Learning. Adjustments for improvement are being made to the schedule.

Winter of 2021 we intend to implement a battery of YouthTruth surveys to measure several factors of student experiences with schools. These will include questions about engagement, academic challenge, relationships, belonging and peer collaboration culture, health and well being, college and career readiness, bullying, distance learning and diversity, equity and inclusion.

All Bend-La Pine Schools' students complete an annual resilience survey, required in all regional schools as part of the Culture of Care Project. The first survey was implemented in the fall of 2019. While the survey includes questions about experiences outside of school, it also includes numerous items that provide insight into their educational experiences, as well. One benefit to this survey is that the data can be disaggregated by school, as well as by students' demographic information.

As school leadership teams work annually to refine and update their school design plans, many use qualitative tools such as student/family surveys, focus groups and student shadowing as valuable data collection tools.

In Fall, 2020, the district conducted a comprehensive Excellence and Equity Review. A significant part of the data collected for this review included both surveys and focus groups of general stakeholders, and targeted focus groups for students and families from underserved populations.

3. Fail to provide options to help meet individual student needs and learning styles, including alternative programs.

Evidence of compliance:

The district continues to prioritize the development of options for our high school students. In the fall of 2018, REALMS High School and Skyline High School opened their doors in shared leased space in Northeast Bend. Under the leadership of principals Roger White and Mike Franklin, respectively, the two schools have developed innovative programs and hired talented staff. The schools welcomed seniors this year, the first graduating class for each school. Families and community members across the district have expressed great enthusiasm for these new options.

The district's high schools have added graduation coaches with High School Success funds. The work of our graduation coaches has two main elements. First, coaches lead multi-tiered systems of support (MTSS) work across their schools. This work places them in a leadership role alongside teachers, counselors, and administrators. The work is a systematic approach that seeks to align adult behaviors and school conditions to reach solutions for every learner. Second, coaches serve as mentors to students who are struggling to stay on track for graduation. Working strategically to build relationships that provide support and mentorship to students is the second critical element of graduation coaching.

To help address the district's need to better serve students with challenging behaviors, we partnered with the HSESD to open up a new alternative program for elementary students with significant social and emotional needs. "The Nest" serves a maximum of 18 students (1/2 day program) that meet tier 4 behavior criteria. Tier 4 behavior interventions require a different environment and programming than the traditional Behavior Resource Center (located at SRES/NSES/LPES). In addition, the district has created two additional behavior coach positions

(for a total of four) and 2.6 FTE of skills trainers to support neighborhood schools in more effectively serving students with different levels of challenging behaviors.

4. Fail to encourage parent/guardian involvement.

Evidence of compliance:

In addition to the stakeholder involvement strategies listed in Section 1, Number 5 of this report, the District has continued to make more effective communication with our Latino families a priority, incorporating Latino Family Nights into the Board of Directors' community linkage meetings. The district also continues to support Juntos, a six-week program for parents to help them learn about post-high school options, advocate for their students' success, and gain skills to track their students' progress in school. Mountain View, Summit, and Bend Senior High Schools host programs, along with High Desert and Pilot Butte Middle Schools. The District has hired four Latino Family Liaisons, with responsibilities across the district to support Latino families in their access to schools, administrators, and teachers. Additionally, we have hired a full time Spanish Interpreter to assist with more timely communication with our Spanish speaking families.

5. Allow fundraising that imposes undue burden on students and their families.

Evidence of compliance:

During the COVID pandemic, we recognize that many families are challenged financially. Additionally, activities have been extremely limited and travel not allowed, reducing the need for funding. In response, we currently do not allow fundraising in our schools.

Policy [KI-AP](#): Public Solicitation in District Facilities, provides safeguards that prevent fundraising by non-school entities or fundraising for non-school activities from being conducted on campus during school hours. It also places significant limits on any outside fundraising contacts with students and staff.

Additions to secondary school athletic budgets have been made in the last several years with a goal of reducing fundraising efforts by schools for necessary equipment, officiating and travel costs.

Fundraising by schools is only to be conducted with approval from the school principal. This provides a principal with the ability to weigh the benefits and burdens of each effort.

Extra-curricular and co-curricular events that offer out-of-state travel opportunities, such as music performances or athletic camps and tournaments, require the superintendent's approval. Costs for such travel activities usually are high, and fundraising is often conducted. The approval process helps provide oversight.

6. Fail to provide timely notice to parents/guardians and students about academic calendar changes.

Evidence of compliance:

Bend-La Pine Schools release annual detailed calendars each spring for all area schools. The most current version of each of these calendars can be found on our [district website](#).

All current calendars are additionally provided in August each year through the *Family Handbook and Calendar* that gets mailed home to all students/families. The most current version can be found on our district website.

7. Fail to ensure that secondary students and their parents/guardians can access frequently updated student assignment and grade information.

Evidence of compliance:

With the move to Comprehensive Distance Learning, our district accelerated our adoption of Canvas as our Learning Management System for 6-12 grade students. We embarked upon an ambitious implementation plan for staff that began in June. We have trained parents and students in the system. All curriculum, lessons and grade information for a course can be accessed in Canvas. Canvas integrates with Synergy so grades can be crosswalked between the systems.

Within Synergy, our student information system, a parent communication feature, ParentVue, allows for real-time access to grades (secondary students only) and attendance data. While the district has not formally collected data on teachers' timeliness in updating grades in Synergy, principals and level supervisors have received little negative feedback from families, which may reflect generally prompt practices among most secondary teachers.

8. Fail to protect students and parents/guardians who have voiced complaints from staff retaliation within the school environment.

Evidence of compliance :

As stated previously, several administrative policies and administrative regulations have been consolidated into [AC-AP](#): Non-Discrimination.

AC-AP: Non-Discrimination clearly states that retaliation is prohibited when the initiation of a complaint in good faith about behavior that might violate the policy shall not adversely affect the the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of an employee complainant. There shall also be no retaliation by the district against any person, who, in good faith, reports, files a complaint, or otherwise participates in an investigation or inquiry involving an alleged violation of this policy.

9. Fail to ensure that all policies and procedures regarding discipline are enforced consistently using reasonable judgement. Policy shall not fail to include:

- a. A means of communicating discipline policy to all students annually;
- b. Prohibition of illegal drugs (including marijuana), alcohol or tobacco products by students and adults on school property and at school-sponsored events;
- c. Prohibition of weapons by students and adults on school property and at school-sponsored events in accordance with GBJ-AR (with exception pursuant to state law).
- d. Consequences that hold students accountable for their behavior while emphasizing reparation, inclusion, and reintegration.

Evidence of compliance:

Policy [JG-AP](#): Student Conduct & Discipline, includes language that addresses a-d as noted above.

Policy [EEACC-AP](#): Student Conduct on School Buses, and aligned regulation [EEACC-AR](#): Conduct on School Buses, include relevant language addressing the context of school-provided transportation.

The district provides a printed version of the [Family Handbook and Calendar](#) to all students/families at the start of each school year, or at the time of enrollment. It is also available on the district website. A section of the *Family Handbook and Calendar* serves as a Rights and Responsibilities Handbook for students and parents/guardians. Within this handbook school violations and disciplinary procedures are reviewed with reference to appropriate policy, regulation and/or procedure.

In addition to the *Family Handbook and Calendar*, schools annually provide parents and students with access to school expectations and guidelines for conduct. Such guidance is provided electronically and often in hard copy form. School staff invest time and instruction focused on school expectations with both start-of-school and mid-year reviews of handbooks, behavior expectations, etc. Ongoing school-wide systems such as PBIS and EBISS embed behavior expectations and corresponding instruction.

We continue to move away from exclusionary discipline practices towards inclusionary practices. We are training all high school and middle school staffs in Restorative Justice which focuses on a trauma informed perspective of behavior. We have implemented systems to better serve all students in their schools rather than the traditional practice of excluding them from their home schools as a response to rule violations. Staff will continue to be trained in best practices including Collaborative Problem Solving. The BRYT team is working specifically with high school teams to develop school based support systems that are trauma informed.

Addendum:

See linked documents above.



REPORT: 2020 Compliance Report for Executive Limitation 4 – Treatment of Staff

PRESENTED BY: Katie Legace, Deputy Superintendent

EXECUTIVE SUMMARY:

Major Accomplishments from 2019-20

- The district continued to prioritize diversifying its workforce through a number of efforts including targeted recruiting notices, explicitly prioritizing the ability to speak a language other than English, continuing to expand investment in a “Grow Your Own” program to increase the number of native Spanish-speaking teachers, communicating growth data to administrators, and explicitly communicating the benefits of and value of hiring employees of color. Recent leadership level hiring is further evidence of emphasis in this area.
- Safety and emergency processes and measures continued to be areas of rapid development. The student tip line usage is a model for our state. Efforts to enhance our drills and practices around emergency preparedness, such as reunification team and training, heightened the district’s readiness to respond in an emergency. Construction of secure vestibules continued on an accelerated timeline. Processes to update and maintain school and work center first aid kits were implemented. Further emergency training and bleed kits were installed in schools.

Additionally, the district focused on creating and sustaining psychologically safe environments for students and staff. Our second full year of work on the Culture of Care brought increased learning and improved practices in working with students navigating trauma.

- The district successfully communicated and problem-solved with employee associations informally and formally to adapt to the many changes to the work environment that have been the result of COVID measures taken in the spring of 2020 and continuing in the fall of 2020.

Priorities for 2020-21

- The district will continue to learn and innovate around diversifying its workforce to increase the number of employees of color and the number of employees who speak languages other than English at all levels of the organization. Additionally, the district will work to retain employees from diverse backgrounds by creating affinity spaces and safe environments for employees to discuss challenges and opportunities for improved practices in the district. The hiring of a director for retention and recruitment is a major step to support this effort.
- The district will complete the construction of secure vestibules in schools in 2020. The district will continue to review and refine best practices in areas of safety and preparedness in ways that increase the capacity of staff to respond and meet the needs of students.
- The district will continue to work as partners with employee associations as our community navigates the rapidly shifting COVID landscape, including a focus on safe environments for students and staff.

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

Executive Limitation 4 – Treatment of Staff

November 10, 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

With respect to the treatment of staff, the Superintendent shall not cause or allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, disruptive, or in violation of Board policy. Accordingly, the Superintendent shall not:

- 1. Fail to make reasonable background inquiries or checks prior to hiring any paid personnel or utilizing school volunteers.**

Evidence of compliance:

The district has updated to the Background Investigation Bureau (BIB) system for criminal background checks on all employee applicants and volunteers. In addition, numerous policies are in place to comply with this EL and state laws:

[GCDA/GDDA-AR](#): Criminal Records Check / Fingerprinting, details criminal records and/or fingerprinting check requirements for employees, volunteers, student teachers and contract employees. Language includes discussion of timing, fees and termination resulting from records review results.

[CCB-AR](#): Administrative Hiring, details the steps required to check references and make site visits when engaged in hiring an administrator.

[KCA-AP](#): Volunteers in Schools, and [KCA-AR](#): School Volunteers / Criminal History Records Check, align to provide relevant guidance regarding background checks for volunteers.

- 2. Fail to use a well-defined system to recruit and select the most highly qualified and best-suited candidates for employment.**

Evidence of compliance:

The district helps to organize and participates in the annual Central Oregon Teacher Job Fair. That event continues to yield results in bringing numbers of talented educators to the region for individual interviews and contacts with our administrators. A strategically selected team from the district has attended a large job fair for educators in Portland with a focus on identifying teachers and specialists working in hard-to-fill areas and/or who are fluent in multiple languages.

The district continues to increase the level of investment in its Grow Your Own program that mitigates costs in a manner that allows the employee to pay the district back over three years for teacher pre-service programming. To be eligible, candidates must currently be district employees, seeking a license to teach or serve in another licensed position in an area or in a capacity that is deemed as hard to fill by Human Resources leadership.

The district holds Classified Employee Job Fairs once or twice each year. Those who attend are able to apply on site. Positions are filled in areas such as transportation, nutrition and custodial services as a result of these fairs. These fairs and other recruiting effort have helped increase the hiring of bus drivers that are sorely needed.

It remains a district priority to recruit and retain staff who represent the diversity of our student population.

Below are relevant policies and regulations that outline and provide guidance in the recruiting and hiring processes:

- [GCCA-AR](#): Announcement of Job Vacancies
- [GCCC-AR](#): Screening Applicants
- [GBA-AP](#): Equal Employment opportunity
- [GCCD-AR](#): Interviewing Candidates
- [GCI/GDI-AR](#): Notice of Employment
- [GCCE-AR](#): Assignment
- [GCCB-AR](#): Application of Employment
- [GBED-AR](#): Pre-Employment Medical Exam/Drug Testing
- [GC-AR](#): Conditions of Employment
- [GCA-AR](#): License Requirements - Staff
- [GCDA/GDDA-AR](#): Criminal Records Check/Fingerprinting
- [CCB-AR](#): Administrative Hiring

3. Operate without written personnel policies which:

- a. Provide for effective handling of complaints.**
- b. Protect against sexual harassment, retaliation, and a hostile environment.**
- c. Protect against illegal discrimination.**

Evidence of compliance:

An updated set of policies, seeking to streamline and simplify current policies, were created by legal counsel and sent for third party review. Training for administrators now includes those new policies and procedures. This set of policies includes each of the above-mentioned personnel policy topics. Below are relevant policies and regulations that provide guidance related to complaints and associated processes:

- [AC-AP](#): Non-Discrimination Policy
- [AC-AR](#): Discrimination Complaint/Grievance Procedure
- [IGBBE-AP](#): Complaints Regarding Talented and Gifted Program
- [KL-AP](#): Public Complaints
- [KL-AR](#): Public Complaints
- [KLD-AP](#): Public Complaints About District Personnel
- [JBAA/GBNA-AP](#): Sexual Harassment

- [JBAA/GBNA-AR](#): Sexual Harassment Complaints
- [JBA/GBN-AP](#): Harassment/Intimidation/Bullying/Cyberbullying
- [JBA/GBN-AR](#): Harassment/Intimidation/Bullying/Cyberbullying

4. Fail to prepare staff to deal with emergency situations.

Evidence of compliance:

Planning for updating all first aid kits in schools was completed and processes for regular restocking have been put in place. Similarly, bleed kits and connected training have been implemented, increasing a school's ability to respond to certain emergency situations.

Additional supervision has implemented near exterior doors during high traffic times in schools throughout the district. Active and passive supervision efforts have been increased.

Implementation of statewide tip lines have been helpful in identifying students who need support. Our SROs and administrators have been recognized as being a model district in the usage, notification, training and responses to those tip lines.

Safety drill protocols and schedules have been emphasized throughout the district, as staff is becoming increasingly vigilant in preparedness measures, in part brought on by the reported stories of school campus violence so prevalent around the nation.

Below are relevant policies and regulations that provide guidance in preparing staff for emergency situations:

- [EBBC-AR](#): Life-Sustaining Emergency Care
- [EBCD-AR](#): Emergency Closures
- [EBCB-AR](#): Emergency Drills
- [EBA-AR](#): Emergencies
- [EBBA-AR](#): First Aid
- [EBC/EBCA-AR](#): Communications Regarding Serious Incident
- [KN-AR](#): Relations with Law Enforcement Agencies

5. Fail to protect confidential information as required by law.

Evidence of compliance:

Student education record access is often an issue for discussion and decision during cases involving custody disputes, technology usage, and third-party information searches. Our staff continually reviews FERPA guidelines in the course of making decisions to protect student information as appropriate.

Staff and volunteer information continues to be closely guarded as is evidenced by decisions made regarding information search requests, technology usage and other.

Below are relevant policies and regulations that provide guidance regarding the confidentiality of a variety of information:

- [JO-AP](#): Education Records
- [JO-AR](#): Education Records Management
- [IGBAB-AP](#): Records of Students with Disabilities
- [IGBAB-AR](#): Records of Students with Disabilities

- [JNA-AR](#): Retention of Student Education Records, Grade Reports, Diploma
- [JOA-AP](#): Directory Information
- [JOB-AP](#): Personally Identifiable Information
- [EHAC-AR](#): Electronic Storage & Publishing on Web & Other Communication Media
- [GBLA-AR](#): Disclosure of Information
- [EHA-E-AR](#): Use of Online Services & Collaborative Tools
- [KBC-AR](#): Media Relations
- [JRC-AR](#): Student Record Subpoena (Subpoena Duces Tecum)
- [JO-AR](#): Education Records Management
- [GBL-AR](#): Personnel Records
- [KBA-AR](#): Public Records & Public Records Request Form
- [KAB-AR](#): Parental Rights (Survey of Students)
- [EHAD-AR](#): District Web Services Guidelines
- [EHA-AR](#): Appropriate Uses of Technology

6. **Fail to establish policies and procedures to assure an organizational culture that aligns with the following values:**
- Open, honest and effective communication in all written and interpersonal interactions.**
 - Focus on common organizational goals as expressed in Ends Policies established by the Board.**
 - Commitment to the integrity and the positive image of the district, its leaders and staff.**
 - Recognition of outstanding work.**

Evidence of compliance:

Efforts to coordinate long-term strategic communications and to ensure timely “in-the-moment” communications continue to yield a high level of transparency throughout the district. Communications regarding the study of school start times, board community linkage meetings, and issue response communications are examples of that work.

Data related to the metrics established as the Board Ends shared and discussed internally, and publicly with the Board of Directors. Those ends continue to serve as clear indicators of the vision of moving from the impoverished view of education termed as “Student A” to the rich vision for student success in Bend-La Pine Schools known widely as “Student B.”

Below are relevant policies and regulations that provide guidance on matters of organizational culture as noted above in a-d:

- [KBC-AR](#): Media Relations
- [IFCA/CFA-AR](#): School Site Councils
- [Governance Policy](#): Purpose, Mission and Goals
- [Executive Limitation 8](#): Academic Program
- [Executive Limitation 4](#): Treatment of Staff
- [Executive Limitation 3](#): Treatment of Students, Parents/Guardians & the Public
- [CBC-AP](#): Evaluation of the Superintendent
- [CCG-AP](#): Administrative Evaluation
- [CCG-AR](#): Evaluation of Management Team

As a team of students, staff, parents, and community members, we are dedicated to all students' success.

- Spotlight on Success awards are presented each month by the Superintendent at regular monthly School Board meetings. The awards recognize business and community partners, volunteers, students, and staff, for their outstanding work and contributions to our school district and community.
- Each year the Bend-La Pine Schools honors staff members for their exceptional work and commitment to students as Excellence in Education award winners. A public event is held to honor all winners, with families and friends in attendance.

7. Fail to honor the terms of negotiated agreements with staff.

Evidence of compliance:

Both the district's classified and certified collective bargaining agreements (CBA's) spell out detailed grievance procedures to address any perceived failures on the part of the district to honor the CBA's. The low number of grievances filed reflects the positive and professional relationships between the district and the organizations.

8. Fail to invite board member participation in contract negotiations with all employee groups.

Evidence of compliance:

Members of the board are routinely invited to participate in both classified and certified contract negotiations, in accordance with the terms and agreements regarding full contract negotiation schedules and timelines.

Addendum:

See linked documents above.



REPORT: 2020 Compliance Report for Executive Limitation 5 – Staff Compensation & Development

PRESENTED BY: Katie Legace, Deputy Superintendent

EXECUTIVE SUMMARY:

Major Accomplishments from 2019-20

- The district continues to see a growing number of teachers begin and complete the process to gain National Board Certification. Once certified, teachers receive a financial stipend that is attractive and motivating for teachers. Currently, the district has 38 NBCT's, five of which are of color. The 38 make up approximately 11-13% of the total number of Oregon's NBCT's. These highly reflective and skilled teachers help to promote a culture of reflective practice throughout the district. 12 additional candidates have fully submitted and are awaiting scores in December 2020, and 16 teachers are in NBCT process.
- The district invested significant funding to offset the costs of classified employees seeking to earn teacher licensure for hard-to-fill teaching positions. Racial and ethnic diversity are primary considerations in the selection process determining which employees will receive financial assistance as they earn their license in an accredited university program. This effort is part of the ongoing "Grow Your Own" effort.
- The district successfully hired two district level administrators who are racially diverse leaders. This modeling of hiring to better reflect the diversity in our community was an intentional effort aimed at diversifying leadership in the district, which is a strategy that supports an ability to hire teachers and other staff members who are people of color or who bring other diverse perspectives.
- The district designed and implemented professional development systems and tools for teachers as a shift to "Distance Learning for All" was made in the spring of the 19-20 school year due to COVID 19 measures. The efforts to learn from those first months of teaching and learning in an online format informed further improvements made to systems and professional development for teachers in the summer of 2020 in preparation for the fall of the 20-21 school year, which began similarly as Comprehensive Distance Learning.

Priorities for 2020-21

- The district will continue to lead the state of Oregon in innovatively supporting and developing teachers' pursuit of National Board Certification. Chief among the support efforts are a cadre approach that provides real time support from certified teachers, collaborative peer connections, and direct task completion and submission coaching. A financial stipend of \$2500 is also provided annually to teachers who are currently National Board Certified.
- The district is committing more funding and pursuing a significant state level grant to further fuel the efforts of our Grow Your Own program. This increased level of funding will allow the district to hire a Director of Recruitment and Retention in the Human Resources department who will have demonstrated an ability to implement systems and build relationships that will further increase the district's ability to hire for diversity to better mirror the diversity in our community.

As a part of this GYO effort, the district will begin to plan for a student pipeline that will expose and begin to prepare high school students for careers in teaching, with an emphasis on racially diverse students and students of color.

- The district will continue partnership with organizations to provide robust professional learning for administrators on racism, diversity, equity and inclusion; for middle and high school teams on restorative practices; and for school teams at all levels on effective instructional practices.
- Led by Kinsey Martin, a group of approximately 25 certified staff is participating in the LEAD cohort training. This team of teacher leaders will help staff at all levels improve instructional practices and classroom cultures to elevate the learning of all students and to provide safe spaces for students and staff to grow in their understanding of racism, bias, and discrimination.

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

Executive Limitation 5 – Staff Compensation & Development

November 10, 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

With respect to employment compensation and benefits for employees, the Superintendent shall not fail to employ the highest quality staff at the most reasonable costs to the district, nor jeopardize the fiscal integrity or public image of the district. Accordingly, the Superintendent shall not:

1. Change his or her own compensation or benefits.

Evidence of compliance:

Any compensation adjustments are made at the direction of the board of directors in accordance with the superintendent's contract provisions and related processes.

2. Promise or imply employment, to any person, in a manner that is outside of the district's established process, bargaining agreements, or statutory requirements.

Evidence of compliance:

The superintendent adheres to district policies and processes in all employment matters. To ensure compliance and reflect the commitment to collective leadership, the superintendent consults with district leaders when hiring administrators and updates the board of directors before such hiring.

3. Create obligations over a longer term than revenues can reasonably be projected.

Evidence of compliance:

The superintendent has supported the chief financial officer in making changes in the budgeting process and budget communication tools to bring greater depth and transparency to the district budget's decision-making processes.

4. Independently negotiate contractual agreements with employees or fail to develop and implement salary schedules and pay plans for employees.

Evidence of compliance:

The district honors salary and wage schedules included in contractual provisions. Contractual elements that allow for discretion in matters of compensation are considered by a team of district administrators who inform and advise the superintendent.

5. Fail to develop and implement compensation and professional development plans to internally develop, externally recruit, and then retain highly qualified staff in alignment with

Board Ends, with the goal of diversity in staff demographics that reflects our local student population as well as our nation and world.

The district continues to strategize and implement ways in which to diversify its teacher, leader and staff workforce teams. Investing resources, continuing to train hiring administrators and teams, developing teacher licensure pipelines that emphasize hiring teachers who are racially diverse as part of a “Grow Your Own” system, and modeling hiring for diversity at the district administrator levels are all important components of this work.

The district continues to provide robust professional development offerings for our team members, both during the school year and in the summer, typically in August. These offerings are often led wholly or in part by Bend-La Pine teachers, who receive both recognition and compensation for their roles as teacher leaders. While some staff limit their participation to single-day trainings, more opportunities for in-depth, recursive staff learning are being provided, especially in literacy and SEL practices.

Bend-La Pine Schools continues to lead the state in its focus on National Board Certification for teachers. This effort is subsidized by both district funds and funds from outside sources such as the Oregon Education Association. Unlike many districts in the state, the district provides a substantial annual stipend for all National Board-Certified staff. This has attracted teachers who are already board-certified to leave their districts and join the Bend-La Pine team.



REPORT: 2020 Compliance Report for Executive Limitation 6 – Staff Evaluation

PRESENTED BY: Katie Legace, Deputy Superintendent

EXECUTIVE SUMMARY:

Major Accomplishments from 2019-20

- The district implemented a new evaluation rubric for classified employees that better aligns with the evaluations of teachers and school leaders, and provides a tool conducive to more robust and focused growth conversations and processes.
- The district continued to emphasize the importance of teacher observations and, in consultation with the BEA, implemented and reflected upon changes in the numbers of observations with positive feedback regarding these changes. This effort is reflective of the ongoing open dialogue around evaluation processes and procedures in which the district and employee groups are engaged.

Priorities for 2020-21

- The district will continue implementing the new elements of the classified evaluation system. As classified employees are evaluated every two years, this 20-21 year will be the first year that many classified employees will engage in the process since the changes that were made in collaboration with classified employee leadership.
- The district is making significant changes to the evaluation process and tools in response to state-level guidance for teacher evaluations during the COVID pandemic. Due to the largely online nature of teaching and learning, evaluations will not be scored numerically during the 2020-21 school year, but will focus on growth on a focused set of standards that are considered high leverage in a Comprehensive Distance Learning and/or Hybrid Learning context. In addition, a team of certified staff and administrators are working together to create “focus standards” for staff observation and evaluation in a distance learning or hybrid learning environment.
- The district will continue to develop and implement ways to elevate student voice in ongoing efforts to listen to students about their educational experiences. This will be done with voluntary classroom level assessments, school- and district-level Excellence and Equity Review ongoing listening and learning, an annual Youth Truth survey, and continued student survey work connected to the district’s Culture of Care efforts.

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

Executive Limitation 6 – Staff Evaluation
November 10, 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

With respect to employment compensation and benefits for employees, the Superintendent shall not fail to develop an evaluation system, which is in compliance with Oregon laws, and measures employee performance in terms of achieving the Board Ends policies. Accordingly the Superintendent shall not:

- 1. Fail to develop and administer an evaluation system for all employees that links performance with continued employment.**

Evidence of Compliance:

Beginning in the 2011-2012 school year, licensed employees have been evaluated with a system that meets Oregon's statutory requirements. Administrators use evaluation tools and protocols that focus on best practices in teaching, counseling, school leadership and other specialty positions. This is evidenced best by the requirements that multiple measures be used, including a series of observations by supervisors, to inform rubrics that are specific to ten different job specialty categories. Links to those evaluation rubrics are below.

The implementation of this improved system has been reviewed and revised in the years since 2011-2012 in an ongoing and responsive manner that continues to yield an evaluation system that is continuously refined.

Classified employees continue to be evaluated in a manner that highlights performance strengths and areas for growth. The 180-day probationary period, unique to classified employees, provides a heightened period of focus on performance in the first months of employment.

The evaluation tools for central office administrators in some ways align with the evaluation of licensed employees, but in other ways are more relevant to their leadership responsibilities. Rubrics have been created that more specifically address critical elements of their work.

- [Certified Teachers](#);
- [Counselors](#);
- [Library Media Specialists](#);
- [School Nurse](#);

- [School Psychologist](#);
- [Special Education Teacher](#);
- [Speech Language Pathologist](#); and
- [Student Services](#);
- [Assistant Principals](#); and
- [Principals](#).

2. Fail to develop and administer an evaluation system for licensed personnel that is designed to:

a. Improve instruction.

Evidence of Compliance:

Supervising school administrators are required to complete 10 mini-observations of each licensed employee every two school years. Each mini-observation includes a follow up discussion, or written inquiry-focused discussion prompt, intended to foster practitioner reflection via a co-inquiry model of professional learning. Ongoing [learning-focused supervision](#) continues to be a district priority.

First- and second-year administrators are engaged in a new administrator cadre. A key focus of that cadre's work is on teacher observations and inquiry-based dialogue that supports professional growth. District leaders facilitate small-group learning labs that allow administrators to learn with peers as they review teaching, then examine and practice conversations with teachers that promote reflection and growth. District leaders who are not direct supervisors of building administrators also serve as mentors for those leaders new to their roles.

b. Measure professional improvement, development and performance.

Evidence of Compliance:

The annual goal setting and bi-annual summative evaluation processes within the evaluation system provide ample opportunity for licensed staff and administrators to measure professional growth and development. The ongoing professional dialogue that occurs in the context of multiple mini-observations is a strength. Growth goals keep the focus on student learning and growth using multiple measures of student performance.

c. Document unsatisfactory performance.

Evidence of Compliance:

The district's current BEA contract includes language that specifies process steps to be taken when unsatisfactory performance of certified staff is identified. Language providing due process for both probationary and contract teachers is included in the contract.

The current evaluation system materials include a flow chart that provides step by step guidance with an aim of supporting certified staff in efforts to improve performance.

The board of directors contributes to a transparent process above and beyond Oregon's statutory requirements regarding renewals and extensions for licensed staff.

d. Link teacher performance with multiple measures.

Evidence of Compliance:

The goal setting process included in SB290, and utilized in our district evaluation system, is designed to promote a focus on student learning and growth as measured through multiple measures.

At the school level, the board ends provide further context for teams of teachers to design goals and actions that include the measurement of less traditional indicators valued by our board of directors as the foundation of our district vision. Linking student learning and growth goals and school design plans has been an effective way to align evaluation with a design process that is vibrant and relevant in schools.

e. Assure that instructional time is used to maximize student learning.

Evidence of Compliance:

Multiple rubric indicators, found in each linked evaluation manual in Section #1 above, connect and highlight the importance of maximizing student learning in the instructional process. The materials developed as a part of the evaluation system provide rich discussion points for professional conversations between administrators and certified staff.

f. Encourage the use of student surveys.

Evidence of Compliance:

A growing number of teachers are utilizing classroom level student surveys outside of any evaluation system in an effort to inform their practices.

Beginning in Fall, 2019, and continuing in the 2020-21 school year, the district is committed to the Excellence and Equity Review process, a three-year cyclical process for determining district strengths and areas for growth. As part of that process, students and families have opportunities to provide feedback about their school experiences in either listening sessions or surveys.

Addendum: See linked documents above.

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.

ODE SIA

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

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

SECTION IV – REPORTING REQUIREMENTS

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

Financial Reports

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

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

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

SIA Plan Performance Reporting

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

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

SIA grant monitoring

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

ODE SIA

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

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

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

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

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

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

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

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

EXHIBIT B

COMMON AND CUSTOMIZED FRAMEWORK

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.