

*Andy Bellando
Superintendent*

*2020-21
Board of Directors*

Michael Blanchard

Michael Bollman

Dave Hunt

Matt Posey

Jon Woods

**Board Secretary
Juli Lichtenberger**

Please join us at our
school board meetings.
Unless otherwise
scheduled the board
meets the second and
fourth Mondays
of the month.

**District Office
Board Room
6:30 p.m.**

Mission Statement
*Our mission is to
provide the highest
quality education,
ensuring every student
develops the academic,
functional,
professional-technical,
and social-emotional
skills necessary to
succeed in life.*

*Dallas School District
111 SW Ash Street
Dallas OR 97338*

*503.623.5594 ph
503.623.5597 fax*

**Agenda
Work Session at Morrison – 2:30 p.m.
Board Meeting – Following Work Session
October 28, 2020**

<https://us02web.zoom.us/j/83521793775?pwd=R2tINFBVYUp4cTMwcit6VjFWaUxKUT09>

Meeting ID: 835 2179 3775 Passcode: 500293

Work Session with Morrison Staff

- **Introductions**
- **How has the work we've done in the District prepared you for Comprehensive Distance Learning?**
- **What are the successes you want us to hear?**
- **What are the current or anticipated challenges you want us to hear?**
- **What's most important to you as a staff?**

1.0 Welcome

2.0 Approval of the Agenda

3.0 Good News

- 3.1 Dallas High School student, Bryce Hayes, has been selected for the College Board National Rural and Small Town Recognition Program. This was earned because of his remarkable academic achievement and outstanding performance on the PSAT/NMSQT. Congratulations Bryce!
- 3.2 Whitworth had 226 participants for Team Time recently! Positive behavior and reader benchmarks are celebrated during the event.
- 3.3 Whitworth has been teaching disc golf in PE classes. A disc golf night at the park has been organized for a fun way to see students.
- 3.4 The second round of iPad distribution for kindergarten through 3rd grade students was successful. iPads have been distributed to all Lyle and Oakdale students who would like to have one.
- 3.5 Hotspots have been distributed to students with the most urgent connectivity issues.
- 3.6 Dallas High School FFA provided pumpkins for kindergarten and first grade students at Oakdale and Lyle and will be distributed this week.

4.0 Public Comment

5.0 Announcements

- 5.1 October & November Calendars 257
- 5.2 Citizens Oversight Committee Meeting, November 16, 2020 at 6:00 p.m.
- 5.3 Next board meeting will be November 9, 2020 at 6:30 p.m.
- 5.4 Finance Committee Meeting, November 19, 2020 at 6:30 p.m.
- 5.5 Long Range Facility Planning Committee Meeting, November 18, 2020 at 4:30 p.m.

| | | |
|-------------|---|-----|
| 6.0 | Consent Agenda | |
| 6.1 | Approval of September 30, 2020, Board Minutes | 259 |
| 6.2 | Approval of October 12, 2020, Board Minutes | 263 |
| 6.3 | Oregon School Boards Association Board of Directors Regional Representative Brandy Penner | 265 |
| 6.4 | Resolution to Adopt the Oregon School Boards Association 2021-2022 Legislative Priorities and Principles as Recommended by the Legislative Policy Committee Resolution | 271 |
| 7.0 | Division 22 Assurance – Andy Bellando | |
| 8.0 | Revised 2020-2021 School Year Calendar (Board Action) | 276 |
| 9.0 | Student Investment Account Grant Agreement (Board Action) – Kim Kellison | 277 |
| 10.0 | Engineer Consultant Services at LaCreole Middle School (Board Action) – Bob Archer | 300 |
| 11.0 | Leave of Absence Request for Jeanne Johnston (Board Action) | 301 |
| 12.0 | Reports | |
| 12.1 | English Learner Update – Terri Hethorn | 302 |
| 13.0 | Executive Session per ORS 192.660 | |
| | (h) To Confer with Legal Counsel Regarding Pending Litigation or Litigation Likely to be Filed | |
| 14.0 | Adjourn | |

October 2020

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--|--------------------------------------|--|-----|---|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 State Inservice Day No School K-12 | 10 |
| 11 | 12 Board Meeting 6:30 p.m. | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 Citizens Oversight Committee 6:00 p.m. | 20 | 21 | 22 | 23 K-12 Inservice Day No School | 24 |
| 25 | 26 | 27 Lyle Site Council 2:30 p.m. | 28 Work Session with Morrison 2:30 p.m. Board Meeting 3:30 p.m. | 29 | 30 | 31 |

November 2020

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---|---------------------------|---|---|--|-----|
| 1 | 2 | 3 | 4 | 5 | 6 K-12 Assessment Day No School | 7 |
| 8 | 9 Board Meeting 6:30 p.m. | 10 | 11 Veteran's Day Holiday No School | 12 | 13 | 14 |
| 15 | 16 Citizens Oversight Committee 6:00 p.m. | 17 | 18 Long Range Facility Planning Committee 4:30 p.m. | 19 Finance Committee 6:30 p.m. | 20 | 21 |
| 22 | 23 K-12 Conferences Board Meeting 6:30 p.m. | 24 K-12 Conferences | 25 K-12 Conferences | 26 Thanksgiving Day Holiday No School | 27 No School | 28 |
| 29 | 30 | | | | | |

Minutes
Work Session – 2:30 p.m., via Zoom
Board Meeting – 3:30 p.m., via Zoom
September 30, 2020

<https://us02web.zoom.us/j/81455462889?pwd=QXJudGw3aW5EbUdhV3AzSkYrbyt2UT09>

Meeting ID: 814 5546 2889 Passcode: 378733

Present: Jon Woods, Matt Posey, Mike Bollman, Dave Hunt, Andy Bellando, Juli Lichtenberger, Debbie Maclean, Kim Kellison, Dennis Engle, Autymn Galbraith, Todd Baughman, Shannon Ritter, Matt Jurick

Visitors: Oakdale Staff, Pally Mann

Not Present: Michael Blanchard

Work Session with Oakdale Staff

- **Introductions**
 Todd Baughman, Principal, shared opening comments.
- **How has the work we've done in the District prepared you for Comprehensive Distance Learning?**
 Staff shared the following:
 - The delayed start of the school year was helpful
 - Attendance has been good overall
 - Parents have been understanding
 - Getting devices into the hands of students has been appreciated
 - Staff have been helping each other
 - Staff has appreciated having time to collaborate and troubleshooting
- **What are the successes you want us to hear?**
 Staff shared successes:
 - Increased use of technology
 - Problem solving
 - Team work
 - Attendance
 - Kids are really excited about school
 - Parents are showing support and understanding
- **What are the current or anticipated challenges you want us to hear?**
 - Concern about how student assessments will work
 - When you can't see the students you can't read body language.
 - Work load for staff during the hybrid model of learning
 - Ways to continue keeping students engaged

- High volume of technology needs and response time
 - Building student and staff stamina for Zoom
 - We've always been told screen time isn't good for students but now we are asking them to do just that
- **What's most important to you as a staff?**
 - Safety since Oakdale students will be returning earlier than other age groups
 - Staff voices being heard and having input for student learning
 - The flexible time which has allowed for better collaboration
 - Technology staff member designated to the building to assist with needs as they arise

Discussion was held regarding student engagement, a new student concern form being used for quicker identification of those families needing community resources, and Title I program changes during Comprehensive Distance Learning (CDL).

Regular Board Meeting Began at 3:30 p.m.

Present: Mike Bollman, Jon Woods, Matt Posey, Dave Hunt, Andy Bellando, Juli Lichtenberger, Dennis Engle, Autymn Galbraith, Debbie MacLean, Kim Kellison, Todd Baughman, Matt Jurick

Visitors: Terri Hethorn, Pally Mann, Theresa Lehman, Jolene Guzman

Excused: Mike Blanchard

1.0 Welcome

2.0 Approval of the Agenda

Mike Bollman moved to approve the agenda, seconded by Matt Posey. The motion passed unanimously.

3.0 Good News

- 3.1 LaCreole has established a team to support both students and teachers through Comprehensive Distance Learning. The team specifically works with students and families who need additional support and positive connections to get setup and aid in student success.
- 3.2 Dallas High School classified staff did a great job of distributing materials this past week.
- 3.3 Lyle had two incredibly successful live Lyle family information sessions and a successful first student supply drive-through.
- 3.4 All resource/supplies for Comprehensive Distance Learning were picked up or delivered to every student at Whitworth. Thank you

Whitworth families for picking up the materials and to the staff who delivered them to homes.

Attendance at Oakdale has been 95-96% these first few days of school.

Matt Posey, Board Member, shared that with a continued community effort, the shot put pit will be completed at the high school track.

4.0 Public Comment

No public comment.

5.0 Announcements

- 5.1 September & October Calendars
- 5.2 Citizens Oversight Committee Meeting, October 19, 2020 at 6:00 p.m.
- 5.3 Next board meeting, October 12, 2020 at 6:30 p.m.

6.0 Consent Agenda

- 6.1 Approval of September 14, 2020, Board Minutes
Matt Posey moved to approve the consent agenda as presented, seconded by Dave Hunt. The motion passed unanimously.

7.0 Student Investment Account Budget Revisions – Kim Kellison

Kim Kellison, Director of Teaching and Learning, shared a budget revision to the Student Investment Account (SIA). The revised budget was necessary because of the allocation reduction. Andy Bellando, Interim Superintendent, shared further budget information regarding SIA.

8.0 Policies Second Reading (Board Action)

- 8.1 GCBDAAG/GBDAA – COVID-19 Related Leave
Mike Bollman moved to approve the COVID-19 Related Leave Policy, seconded by Matt Posey. The motion passed unanimously.

9.0 Board Goals for the 2020-21 School Year (Board Action)

Andy Bellando shared he will submit the superintendent professional goals to the Board following approval of the board goals for the year. Matt Posey moved to approve the board goals for the 2020-21 school year, seconded by Dave Hunt. The motion passed unanimously.

10.0 Board/Superintendent Operating Agreement (Board Action)

Discussion was held by the Board and Andy Bellando regarding the 16 expectations of the Superintendent listed in the document. The Board will remove expectation numbers 10 and 14 from the list. Dave Hunt made a motion to approve the operating agreement as discussed, seconded by Mike Bollman. The motion passed unanimously.

11.0 Board Operating Procedures – Andy Bellando

Various operating procedures were discussed. The Board would like to include the Finance Committee in future bond work. Discussion was held regarding the Superintendent evaluation process. Board members will send different model ideas to Juli and place review of the process on a future agenda.

12.0 Superintendent Contract (Board Action)

Mike Bollman made a motion to accept the proposed Superintendent contract for Andy Bellando as presented this evening, seconded by Matt Posey. The motion passed unanimously.

13.0 Adjourn at 4:28 p.m.

Board Chair / Jon Woods

Date

Board Secretary / Juli Lichtenberger

Date

**Minutes
Board Meeting, via Zoom
October 12, 2020**

6:30 p.m.

<https://us02web.zoom.us/j/82740266866?pwd=RzUreENmNm9zSVo3N0JncjNoeU5YdZ09>

Meeting ID: 827 4026 6866 Passcode: 705105

Present: Jon Woods, Mike Bollman, Matt Posey, Michael Blanchard, Dave Hunt, Andy Bellando, Juli Lichtenberger, Matt Jurick, Ryan Sticka, Bob Archer, Debbie MacLean, Darrick Bruns, Jamie Richardson, Steve Spencer, Kim Kellison, Dennis Engle, Autymn Galbraith

Visitors: Rich Slack, Malory Olsen, Kathy Harklerode, Pally Mann, Susan Fischer, Aaron Fawcett, Trenda Locke, Tim Ray, Jeannette Baxter, Lena Calef, Cindy Keen, Jolene Guzman, Mary Samerotte

1.0 Welcome

2.0 Approval of the Agenda

Mike Bollman moved to approve the agenda as presented, seconded by Michael Blanchard. The motion passed unanimously.

3.0 Good News

- 3.1 Dallas High School reached a significant milestone, 100 years as an accredited institution.
- 3.2 Student Devices
- 3.3 Financial Audit went smoothly with no findings added
- 3.4 Dallas High School held a blood drive which was hosted by National Honor Society students and the Red Cross
- 3.5 Every English Learner (EL) family has been contacted by staff and have connectivity! Things are going well.

4.0 Public Comment

Public Comment was received from Mary Samerotte regarding the dress code.

5.0 Announcements

- 5.1 October Calendar
- 5.2 Citizens Oversight Committee Meeting, October 19, 2020 at 6:00 p.m.
- 5.3 Next board meeting will be October 28, 2020 at 3:30 p.m. following a Work Session at Morrison at 2:30 p.m.
Long Range Planning Committee meeting will be held on October 22 at 4:30 p.m.

6.0 Consent Agenda

- 6.1 Staffing Report

7.0 Financial Report – Debbie MacLean

Debbie MacLean, Director of Fiscal Services, shared the financial report for month ending September 30, 2020. Debbie shared enrollment information and some highlights on the financial report. Lunch service has partnered with Mid Columbia Bus Company to get food to more students through some bus stops.

8.0 Superintendent Goals (Board Action)

Andy Bellando, Superintendent, shared proposed Superintendent Goals for the 2020-21 school year. Michael Blanchard moved to approve the Superintendent Goals, seconded by Mike Bollman. The motion passed unanimously.

9.0 Dress Code Review – Ryan Sticka

Ryan Sticka, Assistant Principal at Dallas High School, shared the current dress code and changes being proposed. Dress code feedback was received from staff and parents. Discussion was held. Further work will be accomplished and brought back to a later agenda.

10.0 Reports**10.1 Facilities Project Update – Bob Archer**

Bob Archer, Director of Facilities, shared a facilities and bond work update.

10.2 Ready Schools, Safe Learners – Kim Kellison

Kim Kellison, Director of Teaching and Learning, shared updated information received regarding Ready Schools, Safe Learners. The district's Student Investment Account has been approved by Oregon Department of Education. The information will be available for public comment and reviewed for board action at the next meeting.

10.3 Enrollment Report

Andy Bellando shared current enrollment data and further detailed information. Discussion was held.

10.4 Charter Schools Enrollment Reports**10.5 Charter Schools Financial Reports****10.6 Charter Schools Minutes and Agendas****11.0 Adjourn at 8:01 p.m.**

Board Chair / Jon Woods

Date

Board Secretary / Juli Lichtenberger

Date

NOMINATION FORM

OSBA BOARD OF DIRECTORS

REGIONAL MEMBER

Date: 9-23-2020

TO: Maureen Wolf, OSBA President-Elect
Oregon School Boards Association
1201 Court St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

**Nominations are due by 5 pm,
October 2, 2020**

Return this form and all candidate information
forms to the OSBA office by email at
OSBAelections@osba.org, or mail to Oregon
School Boards Association, 1201 Court
St. NE, #400, Salem, OR 97301

Dear Maureen Wolf:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the Yamhill/Polk Region, Position # 13.

BOARD CANDIDATE INFORMATION

Name: Brandy Penner
District/ESD/Community College: Newberg School District
Address: 714 E. 6th Street
City: Newberg, Oregon _____ ZIP: 97132
E-mail: pennerb@newberg.k12.or.us Phone: (503) 554-5000

This nomination was approved by official action of our board of directors at a duly called meeting on September 10, 2020.


(Board Chair signature)

Board Chair name: Susan FitzGerald
District: Yamhill Carlton
Address: 120 N. Larch Place
City: Yamhill, Oregon ZIP: 97148

CANDIDATE QUESTIONNAIRE

OSBA Board of Directors

Name: Brandy Penner

Region: 13

District/ESD/CC: Newberg School District

Position #: Chair

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Name: Brandy Penner

Date: 9/28/2020

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

To further the work of Oregon School boards through education, support, and advocacy. To help ensure the success of each board in Yamhill and Polk counties, and in turn the students of Oregon, through direct contact, support, training, and educational opportunities for boards and their members. At the state level, OSBA is a vital advocate for the continued improvement and advocacy for Oregon's public education system.

2. What do you want to accomplish by serving on the OSBA board of directors?

I have enjoyed my time as a director and look forward to the opportunity to continue to serve the boards of Yamhill and Polk counties. The last twenty months of service have been full of learning and leadership growth.

My service on the board of directors has undoubtedly grown my knowledge of the victories and challenges that districts in my region are facing. Over the last year, my service to my region has looked a lot different than it did in 2019. I was unable to meet with board chairs or superintendents due to the limitations of COVID-19. In the absence of regular in-person meetings, I have utilized email and virtual meetings to reach constituents.

There are district leaders that I am still trying to meet with and as we approach the implementation of the Student Success Act, I am hopeful that I can be a bridge and resource for the districts in my region. My goal is to meet with each and every superintendent and board on a regular basis in an effort to establish a strong working relationship and to be a resource for them. In the coming year, I hope to begin serving on OSBA policy committees, to better connect with and educate myself on OSBA policies and procedures.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

I am an enthusiastic leader, and "I" if you will! I get people on the bus by being an engaged leader who is dedicated to servant leadership and building relationships. I am at the table to serve, it's that simple.

As a regional director, I have thoroughly enjoyed getting to know the leaders in my region. It is my hope that as these connections are made I will be able to better represent their needs and concerns at the state level and they will feel more comfortable reaching out to me.

As the chair of the Newberg School Board, I have approached my leadership with the same focus on relationship building. We have an active community of parents and business partnerships that are built on open communication and honesty. We are all in this for the success of our kids and we are stronger together. When we have faced difficult times or decisions, I have found that these times of COVID and nearby wildfires relationships go a long way in rebuilding and moving forward.

4. What do you see as the two most challenging issues faced by OSBA?

Navigating COVID-19:

- Supporting school boards as they navigate the challenges of distance learning, hybrid, and/or in-person learning.
- Better defining the role does OSBA plays in advocating for the needs of boards in rural districts that are having a wide variety of experiences.
- Supporting boards as they not only navigate the reality of what learning looks like in the 20-21 school year but also the reality of systemic racism and how that impacts students' access to learning.

Equity and the Student Success Act:

- How can we, as an organization dedicated to student success by creating healthy school boards, help with the implementation of the SSA?
- What is OSBA's role in supporting our districts during this exciting and uncharted time and what does that look like at the board of directors level?
- How do we, as a board of directors, help guide school boards across the state to ensure that questions of equity are addressed in their districts?
- How can we affect positive change across the state in areas of equity disparity especially in historically rural and underserved populations?

5. What do you see as the two most challenging issues faced by your region?

Board development and engagement with OSBA. We need to continue to stress board development to rural boards. This is a challenging time for many communities and there can be a perception that state level initiatives and organizations don't fully understand the issues faced by rural districts. Keeping these districts engaged and thriving can be a challenge but is imperative.

Student Success Act implementation. This is uncharted territory across the state. How can we help boards and districts ensure that they are ready to receive funds and grow existing programs or implement new programs.

6. What is your plan for communicating with boards in your region?

As an OSBA representative I reach out through emails and in person meetings. It can be difficult to get time on people's busy schedules but I am undaunted! It's about creating relationships and connections to keep the pathways of communications open and regular.

Deadline: September 27, 2019, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE PERSONAL/PROFESSIONAL RESUME

OSBA Board of Directors

Name: Brandy Penner

Date: 9/28/2020

Address: 20100 NE Kings Grade

City / ZIP: Newberg, OR 97132

Business phone:

Residence phone:

Cell phone: 360-601-6323

E-mail: pennerb@newberg.k12.or.us

District/ESD/CC: Newberg

Term expires: July 1st, 2023

Years on board: 3

Deadline: October 2, 2020, 5 pm

Please send your picture (head shot). A high-resolution digital photo is preferred but a print is acceptable. E mail to [HYPERLINK "mailto:OSBAelections@osba.org"](mailto:OSBAelections@osba.org) OSBAelections@osba.org, or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

Work or service performed for OSBA or local district (include committee name and if you were chair):

Chair Newberg School Board of Directors 7/2019-Present

Vice-chair Newberg School Board of Directors 7/18-7/19

Member of the Equity Committee 9/20-Present

Member of the Policy Committee 7/17-Present

Member of the Personnel Committee 7/18-7/19

Member of the Budget Committee 7/17-Present

Member of the Long Range Facility Planning Committee 7/18-Present

Other education board positions held/dates:

OSBA Region 13 Director 12/18-Present

Co-President Ewing Young Elementary Support Team 2018-2019

President Ewing Young Elementary Support Team 2017-2018

Volunteer Coordinator Capitol Hill Elementary PTA 2015-2016

Occupation (Include at least the past five years): Community Volunteer & Small Business Owner

Employers: Self Employed

Dates: 10/2011-Present

Schools attended (Include official name of school, where and when):

High school: Columbia River Vancouver, WA 9/1993-6/1997

College: Washington State University Pullman, WA 8/1997-6/2001

The University of Technology Kingston, Jamaica 6/2000-8/2000 (study abroad)

New York University (NYU) New York, NY 8/2002-12/2002 (Incomplete Masters in Social Work)

Gonzaga University Spokane, WA 9/2020-Present

Degrees earned: Bachelor of Arts in Sociology & Masters in Organizational Leadership in Progress.

Education honors and/or awards: N/A

Other applicable training or education: OSBA Summer Conference 2017, Fall Conference 2017, 2018, 2019

Activities, other state and local community services:

Parent volunteer at Chehalem Valley Middle School 2018-2020

Oregon Battle of the Books Coach 2018

Parent volunteer at Ewing Young Elementary 2016-2020

Small group reading and teacher support

Auction Committee

Hobbies/special interests:

Anything outdoors! I love to stay active and enjoy skiing, hiking, and just about anything on the water. I enjoy spending time on Mt Hood and at our cabin in the national forest. Getting outside and enjoying all of the natural beauty that Oregon offers is a passion of mine.

I also love to travel, eat excellent food, and enjoy the company of friends and a good book. The world is full of amazing people and places, and it is my goal to experience as much of it as possible!

Business/professional/civic group memberships; offices held and dates:

Newberg Noon Rotary Rotarian 7/2019-Present\

Executive Board-Youth Services

Peacebuilders Committee

Leadership Chehalem Valley Class of 2020

Government Affairs Committee

Chehalem Valley Chamber of Commerce 2-year leadership course

Focus on leadership development and team building

Building knowledge through educational experiences in the community

Focus on community services/servant leadership, governing and structures within the community

Additional comments:

Having three young children enrolled in public education in the state of Oregon makes me a passionate supporter of improvements to our current system, and I am thankful to be a part of that change at a local level. I thoroughly enjoy working with my fellow board members and being a part of a team. Coming to consensus, listening to others' views, and learning from fellow board members is a fantastic opportunity for leadership growth and helps ensure that our community, whether it is one town or statewide, is governed by the best practices and policies.

The experiences I am having serving on the board of the second largest district in my region have helped me gain valuable knowledge of the issues facing a 5,000+ students district. While living in a rural area of Yamhill County has helped me better understand rural residents and smaller schools' issues. I bring both experiences to the OSBA board and my region, which puts in me a great position to understand the challenges faced by both our larger and smaller districts.

I have enjoyed serving as Region 13 director for the last (almost) two years and sincerely hope to continue my service to my community and region through my service on the OSBA Board of Directors.

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.



RESOLUTION

Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee

WHEREAS, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

WHEREAS, the OSBA Legislative Policy Committee met in January, May and June to develop the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee sent the Proposed OSBA Legislative Priorities and Principles for 2021-22 out to the membership of OSBA for comment and suggested changes, and

WHEREAS, the overwhelming majority of the comments received by the membership were in support of the Proposed OSBA Legislative Priorities and Principles for 2021-22 developed by the OSBA Legislative Policy Committee, and

WHEREAS, the OSBA Legislative Policy Committee met via Zoom video conference call in August to review the feedback received by the membership, and

WHEREAS, the OSBA Legislative Policy Committee discussed the feedback from the membership and made no modifications to the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles for 2021-22 at its August meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles for 2021-22 and place them before the membership for approval.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles for 2021-22 be placed before the membership for consideration during the 2020 OSBA election season, and

BE IT FURTHER RESOLVED that the Proposed OSBA Legislative Priorities and Principles for 2021-22 and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.



2021-2022 Legislative Priorities and Principles

Proposed: August 25, 2020

Preamble

The Oregon School Boards Association (OSBA) remains fiercely committed to advocating on behalf of equity for Oregon's students. Equity is the driving force behind the Student Success Act (HB 3427), and OSBA will remain dedicated to advancing legislation that makes significant impacts for equity across the education spectrum, including investments targeting increased academic achievement for students and legislation to reduce academic disparities for historically underserved students.

OSBA is committed to social justice and assuring Oregon's education system is free of institutional bias through such means as culturally relevant teaching and professional development that promotes cultural competence, and discipline that is free of bias.

OSBA believes funding a strong public education system is the best investment Oregonians can make to strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

To accomplish these goals, OSBA will introduce and support legislation to:

Priorities

Promote Adequate, Predictable, and Stable Funding

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

Protect the 2019 Student Success Act

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

Close the Opportunity Gap

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

Contain Cost Drivers

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

Support Local Governance and Oppose Mandates

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

Support Capital Improvements

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

Ensure Access to Post-Secondary Credits

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

Address Education Workforce Shortages

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

Principles

Finance

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

Student Programs

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

Student Safety and Wellness

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

Personnel

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

Governance and Operations

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

Federal Education Issues

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.

The Oregon School Boards Association is dedicated to improving student success and education equity through advocacy, leadership, and service to Oregon public school boards.



1201 Court St. NE, Ste. 400, Salem, OR 97301
503-588-2800 | 800-578-OSBA
info@osba.org | www.osba.org

Dallas School District Comprehensive Distance Learning

2020 - 2021 Calendar* **Adjusted - Revised**

| JULY 2020 | | | | | AUGUST 2020 | | | | | SEPTEMBER 2020 | | | | | OCTOBER 2020 | | | | |
|-----------|----|----|----|----------------|------------------|----|----|----|----|----------------|----|-----------------|-----------------|-----------------|-----------------|----|----|----|------------------|
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| | | 1 | 2 | H ₃ | 3 | 4 | 5 | 6 | 7 | | | DI ₁ | DI ₂ | DI ₃ | DI ₄ | | | 1 | 2 |
| 6 | 7 | 8 | 9 | 10 | 10 | 11 | 12 | 13 | 14 | H ₇ | 8 | 9 | 10 | 11 | 5 | 6 | 7 | 8 | SI ₉ |
| 13 | 14 | 15 | 16 | 17 | 17 | 18 | 19 | 20 | 21 | 14 | 15 | 16 | 17 | 18 | 12 | 13 | 14 | 15 | 16 |
| 20 | 21 | 22 | 23 | 24 | 24 | 25 | 26 | 27 | 28 | 21 | 22 | 23 | 24 | 25 | 19 | 20 | 21 | 22 | DI ₂₃ |
| 27 | 28 | 29 | 30 | 31 | DI ₃₁ | | | | | 28 | 29 | 30 | | | 26 | 27 | 28 | 29 | 30 |

| NOVEMBER 2020 | | | | | DECEMBER 2020 | | | | | JANUARY 2021 | | | | | FEBRUARY 2021 | | | | |
|-------------------------------|-------------------------------|-------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|----|----|----|-----------------|------------------|------------------|----|----|------------------|
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 | | 1 | 2 | 3 | 4 | | | | | NS ₁ | 1 | 2 | 3 | 4 | 5 |
| 9 | 10 | H ₁₁ | 12 | 13 | 7 | 8 | 9 | 10 | 11 | 4 | 5 | 6 | 7 | 8 | 8 | 9 | 10 | 11 | DA ₁₂ |
| 16 | 17 | 18 | 19 | DA ₂₀ | 14 | 15 | 16 | 17 | 18 | 11 | 12 | 13 | 14 | 15 | MU ₁₅ | DP ₁₆ | 17 | 18 | 19 |
| K ₁₂ ₂₃ | K ₁₂ ₂₄ | K ₁₂ ₂₅ | H ₂₆ | NS ₂₇ | NS ₂₁ | NS ₂₂ | NS ₂₃ | NS ₂₄ | NS ₂₅ | NS ₁₈ | 19 | 20 | 21 | 22 | 22 | 23 | 24 | 25 | DI ₂₆ |
| 30 | | | | | NS ₂₈ | NS ₂₉ | NS ₃₀ | NS ₃₁ | | 25 | 26 | 27 | 28 | 29 | | | | | |

| MARCH 2021 | | | | | APRIL 2021 | | | | | MAY 2021 | | | | | JUNE 2021 | | | | |
|------------------|------------------|------------------------------|------------------------------|-------------------------------|---------------------|----|----|----|----|-----------------|----|----|----|------------------|-----------|----|------------------------------|------------------|----|
| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
| 1 | 2 | 3 | 4 | 5 | | | | 1 | 2 | 3 | 4 | 5 | 6 | DI ₇ | | 1 | 2 | 3 | 4 |
| 8 | 9 | 10 | 11 | 12 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 7 | 8 | 9 | 10 | 11 |
| 15 | 16 | K ₃ ₁₇ | K ₃ ₁₈ | K ₁₂ ₁₉ | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 14 | 15 | K ₅ ₁₆ | DA ₁₇ | 18 |
| NS ₂₂ | NS ₂₃ | NS ₂₄ | NS ₂₅ | NS ₂₆ | 6/12A ₁₉ | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | MU ₂₈ | 21 | 22 | 23 | 24 | 25 |
| 29 | 30 | 31 | | | 26 | 27 | 28 | 29 | 30 | H ₃₁ | | | | | 28 | 29 | 30 | | |

| | | |
|-------|----------|--|
| Aug. | 31 | Inservice |
| Sept. | 1-4 | Inservice |
| Sept. | 7 | Labor Day |
| Sept. | 8,9,15 | Teacher Prep for CDL |
| Sept. | 10,11,14 | Closure due to AQI |
| Sept. | 16-25 | Care and Connection |
| Sept. | 28 | Full CDL Begins |
| Oct. | 9 | State Inservice Day |
| Oct. | 23 | Inservice Day |
| Nov. | 11 | Veterans Day |
| Nov. | 20 | Assessment Day |
| Nov. | 23-25 | K-12 Conferences |
| Nov. | 26 | Thanksgiving |
| Nov. | 27 | No School |
| Dec. | 21-31 | No School |
| Jan. | 1 | No School |
| Jan. | 18 | MLK Day |
| Feb. | 12 | Assessment Day |
| Feb. | 16 | Planning Day |
| Feb. | 15 | No School (Potential Snow Make-Up Day) |
| Feb. | 26 | K-12 Inservice Day |
| March | 17-19 | K-3 Conferences |
| March | 19 | K-12 Conferences |
| March | 22-26 | Spring Break |
| April | 19 | 6-12 Assessment Day |
| May | 7 | Inservice Day |
| May | 28 | No School (Potential Snow Make-Up Day) |
| May | 31 | Memorial Day |
| June | 4 | DHS Graduation |
| June | 15 | 8th Grade Recognition |
| June | 15 | K-5 Last Student Day, 1/2 Day |
| June | 16 | Morrison Campus Graduation |
| June | 16 | K-5 Assessment Day |
| June | 16 | 6-12 Last Student Day, 1/2 Day |
| June | 17 | Assessment Day |

| | |
|-----------------|---------------------------------------|
| DI | District Inservice Day |
| SI | State Inservice Day |
| DA | District Assessment Day |
| K ₁₂ | K - 12 Conferences |
| DP | District Planning Day |
| K ₃ | K - 3 Conferences |
| 6/12A | LaCreole, DHS Assessment Day |
| K ₅ | K - 5 Assessment Day |
| NS | No School |
| MU | No School, Potential Snow Make-Up Day |
| H | Holiday |

Board Adopted:

1st Semester: September 8 - February 11
 2nd Semester: February 17 - June 16

* Calendar is subject to change based on funding levels.
 Meeting instructional hour requirements may require snow days to be made up.
 Potential make-up days include, but are not limited to, February 15 and May 28.

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13619

"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 **Dallas SD 2** ("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:

Kim Kellison
Dallas SD 2
111 SW Ash St
Dallas, OR 97338-2299

kim.kellison@dsd2.org

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 \$836,550.33 ("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 Dallas SD 2

By: _____
Authorized Signature Date

Printed Name, Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

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

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are for two purposes:

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

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

ODE SIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION III – PROJECT ACTIVITIES

This Grant Agreement is for the Foundational Year only.

Subsection 1. Continuous SIA Plan Implementation

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

Subsection 2. Foundational Year SIA Plan Refinement and Extension

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

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

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

SECTION IV – REPORTING REQUIREMENTS

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

Financial Reports

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

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

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

SIA Plan Performance Reporting

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

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

SIA grant monitoring

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

ODE SIA

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

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

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

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

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

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

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

January 31, 2021

April 30, 2021

August 30, 2021 (Yearly Report)

EXHIBIT B COMMON AND CUSTOMIZED FRAMEWORK DALLAS SD 2

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.

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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.

ODE SIA**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.

Dallas School District Facilities

www.dallas.k12.or.us

Phone: 503.623.5594 • Fax: 503.623.5597 • Address: 111 SW Ash Street • Dallas, Oregon 97338



Date: 22 October 2020

To: Dallas School District School Board
Andy Bellando, Superintendent

From: Bob Archer, Facilities Director

Subject: Engineering Services – LaCreole Middle School Seismic Rehabilitation Project

Proposals for the LaCreole Middle School Seismic Rehabilitation project were received and reviewed prior to interviewing each firm on Thursday, October 15, 2020. Three proposals were received and three firms were interviewed. Scores were based on the scoring criteria set forth in the RFP. Scores for both proposals and interviews, as well as fee proposals are as follows:

| Firm | Combined Proposal Score | Combined Interview Score | Total Combined Score | Total Fee Proposal |
|------------------------------|------------------------------------|---|-------------------------------------|-------------------------------|
| Miller Consulting Engineers | 898 | 286 | 1,184 | \$195,000 |
| WRK Engineers, Inc. | 957 | 397.5 | 1,354.5 | \$161,000 |
| ZCS Engineering Architecture | 1074 | 441 | 1,515 | \$168,000** |

Bob Archer, Facilities Director

Maintenance Staff: Gordon Gentry • Gordon Southwick • Seth Arnesen • Kate Hall



Juli Lichtenberger <juli.lichtenberger@dsd2.org>

Fwd: LOA

1 message

Dennis Engle <dennis.engle@dsd2.org>
To: Juli Lichtenberger <Juli.Lichtenberger@dsd2.org>

Wed, Oct 21, 2020 at 12:57 PM

----- Forwarded message -----

From: **Jeanne Johnston** <jeanne.johnston@dsd2.org>
Date: Wed, Oct 21, 2020 at 12:56 PM
Subject: LOA
To: Dennis Engle <dennis.engle@dsd2.org>

Dennis:

I would like to take a leave of absence without pay, beginning November 2, 2020, for the remainder of the year, for the purposes of child care.

Thank you.

--

Jeanne Johnston
Lyle Elementary School

DALLAS SCHOOL DISTRICT

District Progress At-A-Glance

Districts were asked to provide their **District Self Rating** as red, yellow, or green for each year's House Bill (HB) 3499 outcome report, the most current rating (2018-19) is below. The **Student Achievement** rating is based off the academic progress of English Learner (EL) students. Pacific Research & Evaluation (PRE) analyzed the district's progress towards their stated goals, the information from a district interview, and educator survey data to arrive at a **Progress Towards Goals** rating (definitions of red, yellow, and green ratings are included in the Appendices).

Legend: ● = Limited Progress ● = Some Progress ● = Notable Progress

District Self Rating



Progress Towards Goals



Student Achievement



REPORT KEY FINDINGS



District Approach

- ◆ Staff received professional learning opportunities in SIOP, GLAD, and Constructing Meaning (CM) to support EL instruction.
- ◆ Hosted a summer school for EL students each year of the grant.
- ◆ Purchased new curriculum for support EL instruction.
- ◆ Hosted EL family night 3-4 times a year to socialize and provide information to parents.



EL Service Capacity

- ◆ Educators rated CM and GLAD as being useful in supporting instruction with EL students and provided examples of how they are using the knowledge gained to support EL content instruction.
- ◆ EL rubric data showed an increased effort on PL for ELs since 2016 but also revealed this still an opportunity for the district.
- ◆ There appears to be room for improvement in engaging parents of ELs.
- ◆ ELs are clustered into one school putting the responsibility for EL instruction on a smaller group of teachers rather than engaging teachers districtwide.



Academic Outcomes

- ◆ A lower percentage of EL students were on track to EL proficiency in Dallas than their comparison group, but there was no statistically significant difference in probability of being on track over time.
- ◆ There was no significant effect of grant status on ever-EL students' SBAC ELA performance levels over time.
- ◆ There was evidence that Dallas students' SBAC Math assessment performance levels decreased more quickly and substantially over time than their comparison groups' levels.

English Learner Demographics Oct. 2020

| Grade | Number of Students Eligible for ELD Services | Number of Students Monitored |
|--------------|--|------------------------------|
| Kindergarten | 4 (2 more Potential) | 0 |
| First | 5 | 0 |
| Second | 11 | 0 |
| Third | 4 | 1 |
| Fourth | 5 | 1 |
| Fifth | 7 | 3 |
| Sixth | 6 | 2 |
| Seventh | 3 | 3 |
| Eighth | 1 | 3 |
| Ninth | 6 | 4 |
| Tenth | 4 | 1 |
| Eleventh | 6 | 1 |
| Twelfth | 0 | 1 |
| | 58 | 20 |

| | |
|--|----|
| Ever ELs (monitored 4 years after exiting ELD) Grades 8-12 | 11 |
|--|----|

| | 2020-21 | 2019-20 | 2018-19 |
|--------------|-----------------|---------|---------|
| Kindergarden | | | |
| Eligible | 3 (2 Potential) | 5 | 13 |
| Opt Out | 0 | 2 | 0 |
| Monitor | 0 | 0 | 0 |
| First Grade | | | |
| Eligible | 5 | 10 | 6 |
| Opt Out | 2 | 3 | 0 |
| Monitor | 0 | 0 | 0 |
| Second Grade | | | |
| Eligible | 11 | 5 | 4 |
| Opt Out | 3 | 1 | 0 |
| Monitor | 0 | 1 | 0 |
| Third Grade | | | |
| Eligible | 4 | 5 | 9 |
| Opt Out | 0 | 1 | 0 |
| Monitor | 1 | 1 | 2 |
| Fourth Grade | | | |
| Eligible | 5 | 6 | 7 |
| Opt Out | 0 | 1 | 1 |
| Monitor | 1 | 5 | 2 |
| Fifth Grade | | | |
| Eligible | 7 | 6 | 3 |
| Opt Out | 0 | 2 | 0 |
| Monitor | 3 | 0 | 3 |