

Gresham-Barlow



School District

BOARD OF EDUCATION

Regular Board Meeting / Business

AGENDA

May 7, 2015

BOARD OF EDUCATION
May 7, 2015

Audit Involvement Team – 5:30 p.m.

Executive Session – 6 p.m.
Negotiations ORS 192.660 (2)(d)
Exempt Records ORS 192.660 (2)(f)
Superintendent’s Evaluation ORS 192.660 (2)(i)

Regular Board Meeting / Business - 7 p.m.

Public Safety and Schools Building
1331 NW Eastman Parkway, Gresham, OR

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

_____	Matt O’Connell, Chair	_____	Kathy Ruthruff, Director
_____	Carla Piluso, Vice-Chair	_____	Kent Zook, Director
_____	Sharon Garner, Director		
_____	Dan Christenson, Director	_____	Jim Schlachter, Superintendent
_____	Kris Howatt, Director	_____	Mike Schofield, Chief Financial Officer

III. COMMUNICATION FROM THE AUDIENCE

Time has been set aside later on the agenda for Citizens’ Requests of the Board. If anyone in the audience wishes to address the board this evening, there are yellow “Citizens’ Requests of the Board” forms on the table in the back of the room; please complete a form and give it to our board secretary, Ms. Cook.

IV. APPROVE MEETING AGENDA

V. CONSENT AGENDA

All items listed below are matters considered by the board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a member of the board or persons in the audience requests specific items be removed from the consent agenda and placed on the regular agenda.

1. Minutes from Regular Business Meeting.....April 2, 2015
 Minutes from Special Board Meeting.....April 16, 2015
2. Financial Report
3. Personnel Changes
4. Out-of-State Travel

VI. PRESENTATIONS/RECOGNITIONS

- 5. Gresham High School Rhythmettes Hiu
- 6. Joey Cooksey: Sports Stacker Champion..... Hiu

VII. GRESHAM-BARLOW EDUCATION FOUNDATION REPORT

- 7. Gresham-Barlow Education Foundation (GBEF) Report..... Vадnais

VIII. SUPERINTENDENT'S REPORT

IX. RECESS/RECONVENE (5 Minutes)

X. COMMITTEE MEETING MINUTES AND/OR REPORTS

This portion of the board meeting agenda has been provided for the presentation of advisory committee minutes. No action or discussion is required by the board; however, there may be occasional reports or discussion regarding work being completed by the committee(s).

- 8. District Advisory Council (DAC)..... Vадnais

XI. BOARD REPORTS

XII. CABINET REPORTS

XIII. ASSOCIATIONS REPORTS

- Gresham-Barlow Education Association (GBEA) (2 Minutes)
- Oregon School Employees Association (OSEA) (2 Minutes)

XIV. CITIZENS' REQUESTS OF BOARD (3 Minutes per Guest / 15 Minutes Total)

XV. INFORMATION/DISCUSSION ITEMS

- 9. Organizational Assessment..... Schlachter
- 10. Success Academy..... Hiu

XVI. RECESS/RECONVENE (5 Minutes)

XVII. ACTION ITEMS

First Reading

- | | |
|--|----------------------|
| 11. Center for Advanced Learning (CAL) Charter Renewal..... | Drilling |
| 12. Lewis & Clark Montessori Charter School Breach of Contract.... | Drilling / Schofield |
| 13. Alternative Education Programs..... | Black |
| 14. RFP Award: Nutrition Services..... | Schofield |
| 15. Paid Lunch Equity..... | Schofield |
| 16. Budget Amendment No. 1..... | Schofield |
| 17. Financing Resolution – Gresham High School Turf..... | Schofield |

Second Reading

None

XVIII. ANNOUNCEMENTS

- May 14, 2015: Budget Committee Meeting – 7 p.m.
Room 220 (Forum Room)
Center for Advanced Learning
- ~~May 20, 2015 Canceled:
Achievement Compact Advisory Committee Meeting – 4 p.m.~~
- May 21, 2015: DAC Meeting and End-of-Year BBQ – 6:30 p.m.
East Gresham Elementary School
Board Representatives: All
- May 26, 2015: Budget Committee Meeting – 7 p.m.
Room 220 (Forum Room)
Center for Advanced Learning
- June 4, 2015: Budget Hearing – 6:45 p.m.
Council Chambers
Public Safety and Schools Building
- June 4, 2015: Regular Board Meeting - 7 p.m.
Council Chambers
Public Safety and Schools Building

XIX. ADJOURNMENT

Note: The board may, by majority vote, take action on items listed under first reading or information.

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.
Minutes of Regular Board Meeting / Business

April 2, 2015

The Gresham-Barlow School District Board of Education met in regular session on Thursday, April 2, 2015, in the council chambers of the Public Safety and Schools building, 1331 NW Eastman Parkway, Gresham, Oregon.

The meeting was called to order at 7:02 p.m. by the chair, Matt O’Connell. Other board members in attendance were Kris Howatt, Kathy Ruthruff, Kent Zook, Carla Piluso, and Dan Christenson. Sharon Garner was absent.

The following central office administrators were present:

Jim Schlachter.....	Superintendent
James Hiu.....	Deputy Superintendent of Secondary Education and Operations
Teresa Ketelsen.....	Deputy Superintendent of Teaching and Learning
Mike Schofield.....	Chief Financial Officer
Randy Bryant.....	Executive Director of Human Resources
Linda Okazaki.....	Director of Elementary Education
Janell Black.....	Executive Director of Student Support Services
Athena Vadnais.....	Director of Communications and Community Engagement

Tim Drilling, executive director of assessment and accountability, was absent.

The chair led board members, administrators and all those present in the Pledge of Allegiance.

MOTION 59 MEETING AGENDA (7:02 p.m.)

Kris Howatt made a motion to amend the meeting agenda by moving Item 11, Lewis & Clark Montessori Charter School, up to 6A to accommodate a guest presenter. The motion was seconded by Kent Zook, and it carried 6 to 0.

MOTION 60 CONSENT AGENDA (7:03 p.m.)

The following items were included on the consent agenda:

1. Minutes from Regular Business Meeting.....March 5, 2015
2. Financial Report
3. Personnel Changes

It was moved by Kathy Ruthruff, seconded by Kent Zook and carried 6 to 0 to approve the consent agenda as presented.

PRESENTATIONS/RECOGNITIONS (7:05 p.m.)

Colby Winnett: OSAA 6A State Wrestling Championship: The board recognized Colby Winnett, a Gresham High School student who, for the second year in a row, won the 160-pound 6A Wrestling Championship in a 5-3 decision in the final.

Chandler Michael: OSAA 6A State Wrestling Championship: The board honored Chandler Michael, a Sam Barlow High School student who won the 145-pound 6A Wrestling Championship in a 5-4 decision in the final.

All Hands Raised: Dan Ryan, chief executive officer for All Hands Raised, provided an update regarding the organization's progress and key milestones. (A copy of his slide presentation and handouts have been filed with these minutes.)

LEWIS & CLARK MONTESSORI CHARTER SCHOOL (7:30 p.m.)

Mike Schofield explained that the district received the 2013-14 financial audit from Lewis & Clark Montessori Charter School (LCMCS) in February. It showed a negative ending fund balance of \$201,782. In addition, the district has not received any lease payments from LCMCS this school year for its use of Deep Creek Elementary School.

On March 5, 2015, district legal counsel notified LCMCS that they are in breach of the 2012-17 Lease Agreement. The lease agreement provides a 30-day cure period following notification. That cure period has been extended, and LCMCS is working on a corrective action plan for the district's consideration.

Rebecca Jacobsen of Garrett Hemann Robertson, PC, the district's legal counsel, summarized the financial status of Lewis & Clark Montessori Charter School, and explained the district's legal responsibilities and options, the timeline mandated by statute, and the terms of the lease agreement. If the district decides to terminate the lease, a 60-day notice is required.

GRESHAM-BARLOW EDUCATION FOUNDATION REPORT (7:32 p.m.)

There was no Foundation report this month.

SUPERINTENDENT'S REPORT (7:32 p.m.)

Superintendent Schlachter reported that if the State funds K-12 education at a funding level of \$7.255 billion for the next biennium, the district will have an approximate \$5 million shortfall for the 2015-17 biennium. The district would be required to reduce its budget by \$2.5 million in 2015-16, and those reductions would remain in effect for 2016-17. The \$2.5 million in cuts is equivalent to 25 teaching positions or seven school days.

Over the next several weeks, while the state legislature is in session, Superintendent Schlachter will continue to communicate with lawmakers regarding the funding situation. He encourages staff, parents, and the community to also email and call their legislators regarding funding for public schools and the impact of additional budget cuts.

COMMITTEE MEETING MINUTES AND/OR REPORTS (7:44 p.m.)

District Advisory Council (DAC): Athena Vadnais, Matt O'Connell and Kathy Ruthruff reported on the March 12, 2015, DAC meeting, which was held at Powell Valley Elementary School.

Audit Involvement: Mike Schofield referenced the March 5, 2015, Audit Involvement Committee minutes that were in the board's agenda packet.

BOARD REPORTS (7:52 p.m.)

Board members summarized various meetings and other activities they participated in during the month.

CABINET REPORTS (8:37 p.m.)

James Hiu announced that the Gresham High School Rhythmettes dance team won the 6A/5A state championships (back-to-back wins).

Mr. Hiu also reported on the high school Pathways events held on March 11 and March 17, 2015.

ASSOCIATIONS REPORTS (8:41 p.m.)

Nancy Anderson, a teacher at Dexter McCarty Middle School, reported on behalf of the Gresham-Barlow Education Association (GBEA).

Megan Sternberg, an educational assistant at Sam Barlow High School, reported on behalf of Oregon School Education Association (OSEA) Chapter 8 employees.

CITIZENS' REQUESTS OF THE BOARD (8:47 p.m.)

The board received a Citizens Comments to the Board form from Brooklyn Gutensohn, a senior at Alpha High School; however, Ms. Gutensohn left the meeting before giving public comment. On the form, she indicated her concerns were about Alpha High School closing, and asked to be contacted. (Note: The administration will follow up.)

LEARNING OPTIONS (8:45 p.m.)

The district's Connections Coordinators, Kate Allen and Michelle Kahan, provided a report on the various learning options in the district for students who benefit from a different educational delivery model. At the secondary level, there are two primary options: Rosemary Anderson High School-East (RAHS-E) and Open School.

RECESS/RECONVENE (9:15 p.m.)

The board recessed at 9:15 p.m. and reconvened at 9:19 p.m.

MOTION 61 RESOLUTION: VOLUNTEER APPRECIATION WEEK (9:19 p.m.)

It was moved by Kathy Ruthruff, seconded by Kris Howatt and carried 6 to 0 to adopt the resolution which acknowledges the importance of the efforts made by volunteers in the schools and which declares April 20-24, 2015, as Volunteer Appreciation Week in the Gresham-Barlow School District.

Kris Howatt read the resolution into the record.

MOTION 62 RESOLUTION: TEACHER APPRECIATION WEEK (9:23 p.m.)

It was moved by Dan Christenson, seconded by Kathy Ruthruff and carried 6 to 0 to ratify the resolution recognizing May 3-9, 2015, as Teacher Appreciation Week, and May 5, 2015, as Teacher Appreciation Day in the Gresham-Barlow School District.

Carla Piluso read the resolution into the record.

MOTION 63 INTERDISTRICT TRANSFERS FOR 2015-2016 (9:26 p.m.)

It was moved by Kris Howatt, seconded by Kathy Ruthruff and carried 6 to 0 to accept the available nonresident admissions and releases for the 2015-2016 school year, as presented.

MOTION 64 USE OF MAKE-UP DAYS FOR 2014-15 INCLEMENT WEATHER CLOSURES (9:29 p.m.)

It was moved by Kathy Ruthruff, seconded by Dan Christenson and carried 6 to 0 to not use any of the make up days for inclement weather and keep the previously-adopted 2014-2015 School Year Calendar in effect.

RFP: BOND PLANNING CONSULTANTS (9:31 p.m.)

This topic was deferred to a subsequent meeting, because the requests for proposals (RFPs) were not received until March 30, 2015; therefore, the selection committee did not have enough time to conduct interviews and prepare a recommendation for board consideration at this time. (Note: A special meeting will be held on April 16 at 6:30 p.m. for this purpose.)

MOTION 65 MESD PROGRAMS AND SERVICES PROPOSAL (9:33 p.m.)

It was moved by Dan Christenson, seconded by Kris Howatt and carried 6 to 0 to approve the MESD 2015-16 Programs and Services Proposal as presented.

MOTION 66 DATE, TIME AND PLACE OF 2014-15 BOARD MEETING - AMENDMENT (9:39 p.m.)

In addition to moving the May 28, 2015, budget committee meeting to May 26, 2015, Superintendent Schlachter recommended the addition of a special meeting on April 16, 2015, at 6:30 p.m. to consider action to approve a bond planning consultant (deferred from above). The special meeting would precede the 7 p.m. Budget 101 meeting on that evening at the Center for Advanced Learning (CAL).

Kris Howatt moved to approve the 2014-15 Board Meeting Schedule as amended, thereby moving the May 28, 2015, budget committee meeting to Tuesday, May 26, 2015, and adding a special meeting on April 16 at 6:30 p.m. to be held at CAL.

The motion was seconded by Dan Christenson and carried 6 to 0.

MOTION 67 SCHOOL CALENDARS (9:42 p.m.)

It was moved by Kathy Ruthruff, seconded by Kris Howatt and carried 6 to 0 to adopt the 2015-16, 2016-17, and 2017-18 school year calendars as presented for second reading

ANNOUNCEMENTS (9:44 p.m.)

Apr. 9, 2015: DAC Meeting - 7 p.m.
Deep Creek-Damascus K-8
Board Representatives: Kathy Ruthruff and Kent Zook

NEW: Apr. 16, 2015: Special Board Meeting – 6:30 p.m.
Partnership Room
Center for Advanced Learning (CAL)

Apr. 16, 2015: Budget Committee Workshop 101 – 7 p.m.
Partnership Room
Center for Advanced Learning (CAL)

May 7, 2015: Audit Involvement Team – 5:30 p.m.
Superintendent’s Office
Public Safety and Schools Building

May 7, 2015: Regular Board Meeting - 7 p.m.
Council Chambers
Public Safety and Schools Building

ADJOURNMENT

There being no other business, the meeting was adjourned at 9:45 p.m.

Submitted by: _____
Linda J. Cook
Administrative Assistant to the Superintendent and
Board of Directors

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.
Minutes of Special Board Meeting / Business

April 16, 2015

The Gresham-Barlow School District Board of Education met in a special session on Thursday, April 16, 2015, in the Partnership Room at the Center for Advanced Learning, 1484 NW Civic Drive, Gresham, Oregon.

The meeting was called to order at 6:33 p.m. by the chair, Matt O’Connell. Other board members in attendance were Sharon Garner, Kris Howatt, Kathy Ruthruff, Carla Piluso, and Dan Christenson. Kent Zook was absent.

The following central office administrators were present:

James Hiu.....	Deputy Superintendent of Secondary Education and Operations
Teresa Ketelsen.....	Deputy Superintendent of Teaching and Learning
Mike Schofield.....	Chief Financial Officer
Randy Bryant.....	Executive Director of Human Resources
Linda Okazaki.....	Director of Elementary Education
Tim Drilling.....	Executive Director of Assessment and Accountability
Janell Black.....	Executive Director of Student Support Services

Jim Schlachter, superintendent, and Athena Vadnais, director of communications and community engagement, were absent.

MOTION 68 RFP: BOND PLANNING CONSULTANTS (6:34 p.m.)

Kris Howatt moved to approve DLR Group to assist in bond and facility planning, pending successful contract negotiations. Kathy Ruthruff seconded the motion. Following discussion, the motion carried 6 to 0.

MOTION 69 SUPERINTENDENT’S EVALUATION PROCESS AND TIMELINE (6:48 p.m.)

The board reviewed a schedule and process for completing the superintendent’s 2014-15 evaluation. The process and timeline were consistent with the board’s established guidelines and board policy.

In the discussion that followed, Kris Howatt volunteered to write the evaluation summary, and the board discussed a desire to develop a new evaluation process for subsequent years. This topic will be reviewed at the board’s summer planning session in August.

Kris Howatt moved to accept the 2014-15 Superintendent’s Evaluation Process and Timeline as presented. It was seconded by Dan Christenson and carried 6 to 0.

ADJOURNMENT

The meeting was adjourned at 6:56 p.m. A budget committee work session followed at 7:00 p.m.

Submitted by: _____
Linda J. Cook
Administrative Assistant to the Superintendent and
Board of Directors

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Mike Schofield

DATE: May 7, 2015

RE: No. 2 – Financial Report

EXPLANATION: Budget: The latest State School Fund amount is \$7.255 billion for the 2015-2017 biennium. This level of funding would require budget reductions next year. Superintendent Schlachter met with interested staff, parents and community during the month of April to discuss the budget and priorities.

The proposed budget will be presented on May 14, 2015. That same day, the Office of Economic Analysis will provide an updated revenue forecast for the State of Oregon. We'll be watching closely to see if there are additional funds for K-12.

PRESENTER: Mike Schofield

SUPPLEMENTARY
MATERIALS: Financial Report/Summary (Ending March 31, 2015)

RECOMMENDATION: None

REQUESTED ACTION: Consent agenda approval

MS:mkh:lc

GENERAL FUND

	Actual QTR 1	Actual QTR 2	Actual Mar	Actual QTR 3	Projected QTR 4	Projected Annual	Actual YTD	Adopted Budget	Variance To Budget	
Revenue										
Current Taxes	-	22,324,862	733,262	1,127,496	900,000	24,352,358	23,452,358	24,076,296	276,062	
Prior Year Taxes	173,731	202,499	22,540	92,172	165,000	633,402	468,402	650,000	(16,598)	
Other Taxes / Interest	13,623	84	72	1,231	350	15,288	14,938	10,000	5,288	
Total Taxes	187,354	22,527,445	755,874	1,220,899	1,065,350	25,001,048	23,935,698	24,736,296	264,752	
Common School Fund	-	-	613,273	613,273	600,000	1,213,273	613,273	1,045,947	167,326	
County School Fund	-	-	-	-	2,000	2,000	-	25,000	(23,000)	
Federal Forest Fees	-	-	-	-	13,289	13,289	-	12,000	1,289	
State School Fund (SSF)	25,180,465	19,003,503	6,334,645	18,963,714	12,514,160	75,661,842	63,147,682	76,608,116	(946,274)	
Other SSF Revenue	25,180,465	19,003,503	6,947,918	19,576,987	13,129,449	76,890,404	63,760,955	77,691,063	(800,659)	
Total Formula Revenue	25,367,819	41,530,948	7,703,792	20,797,886	14,194,799	101,891,452	87,696,653	102,427,359	(535,907)	
High Cost Disability	-	-	-	-	529,000	529,000	-	340,000	189,000	
Prior Year SSF	-	-	-	-	1,500,000	1,500,000	-	-	1,500,000	
State Restricted	-	-	-	-	-	-	-	-	0	
Other State Revenue	-	-	-	-	2,029,000	2,029,000	-	340,000	1,689,000	
Tuition / Transportation	569	16,151	2,576	15,155	47,500	79,375	31,875	85,000	(5,625)	
Earning on Investment	23,088	30,857	13,309	40,506	33,000	127,451	94,451	135,000	(7,549)	
Student Fees / Admissions	46,740	30,682	-	72,834	182,000	332,256	150,256	425,000	(92,744)	
Rentals	16,780	26,212	44,819	132,111	56,000	231,103	175,103	235,000	(3,897)	
Donations	48,934	6,039	2,459	113,766	80,000	248,739	168,739	260,000	(11,261)	
Services to other Funds	7,020	16,283	-	75	270,000	293,378	23,378	250,000	43,378	
Misc.	77,256	179,351	10,746	33,715	115,000	405,322	290,322	400,000	5,322	
MESD Transfer	-	2,040,362	-	-	-	2,040,362	2,040,362	2,156,391	(116,029)	
Other County Funds	-	-	-	-	-	-	-	-	0	
Drivers' Education	-	-	-	-	-	-	-	-	0	
Other Federal Revenue	-	-	-	-	-	-	-	-	0	
Child Care Development	8,583	12,232	2,319	9,613	10,000	40,428	30,428	33,000	7,428	
Sale of Fixed Assets	-	-	-	-	5,000	5,000	-	5,000	0	
Bond Proceeds	1,006,065	-	-	-	-	1,006,065	1,006,065	-	1,006,065	
TRANSFERS	-	-	-	-	-	-	-	-	0	
Total Other Revenue	1,235,035	2,358,169	76,228	417,775	798,500	4,809,479	4,010,979	3,984,391	825,088	
TOTAL REVENUE	\$26,602,854	\$43,889,117	\$7,780,020	\$21,215,661	\$17,022,299	\$108,729,931	\$91,707,632	\$106,751,750	1,978,181	85.9%
								6,250,000	BFB Budget	
Expenditures										
Licensed Salaries	2,801,290	8,443,693	2,786,192	8,396,269	14,150,000	33,791,252	19,641,252	34,042,961	251,709	
Support Staff Salaries	1,428,512	2,546,713	848,050	2,533,920	3,630,000	10,139,145	6,509,145	10,356,057	216,912	
Admin Salaries	1,313,556	1,296,684	431,240	1,293,721	1,300,158	5,204,119	3,903,961	5,065,496	(138,623)	
Confidential Salaries	111,837	111,522	37,057	111,173	111,171	445,703	334,532	444,687	(1,016)	
Subs' / Temp Salaries	317,328	914,271	284,122	765,174	1,285,000	3,281,773	1,996,773	3,518,231	236,458	
Total Salaries	5,972,523	13,312,883	4,386,661	13,100,257	20,476,329	52,861,992	32,385,663	53,427,432	565,440	
PERS	1,368,925	3,079,125	1,041,134	3,061,959	5,000,000	12,510,009	7,510,009	13,087,829	577,820	
FICA	448,211	986,832	327,406	976,299	1,592,000	4,003,342	2,411,342	4,066,182	62,840	
Insurance	1,444,897	3,023,757	1,008,049	3,020,537	4,820,000	12,309,191	7,489,191	12,384,352	75,161	
Other Benefits	301,014	357,007	128,290	379,156	465,000	1,502,177	1,037,177	1,594,730	92,553	
Total Benefits	3,563,047	7,446,721	2,504,879	7,437,951	11,877,000	30,324,719	18,447,719	31,133,093	808,374	
Purchased Services	1,798,753	3,743,609	1,215,875	3,561,894	4,750,000	13,854,256	9,104,256	14,265,691	411,435	
Charter School Payments	2,178,586	1,674,046	568,582	1,705,545	1,030,000	6,588,177	5,558,177	5,410,766	(1,177,411)	
Supplies & Materials	1,563,405	448,167	108,859	417,187	1,135,000	3,563,759	2,428,759	2,204,746	(1,359,013)	
Capital Outlay	88,283	178,342	-	29,171	-	295,796	295,796	115,000	(180,796)	
Other Objects	615,193	34,829	2,176	(1,285)	96,000	744,737	648,737	798,908	54,171	
Transfers	810,000	-	-	-	-	810,000	810,000	810,000	0	
TOTAL EXPENDITURES	\$16,589,790	\$26,838,597	\$8,787,032	\$26,250,720	\$39,364,329	\$109,043,436	\$69,679,107	\$108,165,636	(\$877,800)	64.4%
Reserves - Contingency/Unappropriated Ending Balance								4,836,114		
Beginning Cash Balance							\$6,080,252	\$0		
							(\$313,505)	\$113,001,750	Budget	
							\$5,766,747			

5.3% (Percentage of Projected Expenditures)

Expenditure Summary		
Salaries	32,385,663	46.5%
Benefits	18,447,719	26.5%
Purchased Serv	14,662,433	21.0%
Supplies	2,428,759	3.5%
Capital Outlay	295,796	0.4%
Other Objects	648,737	0.9%
Transfers	810,000	1.2%
Total	\$ 69,679,107	100.0%

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Randy Bryant

DATE: May 7, 2015

RE: No. 3 - Personnel Changes: Resignations/Terminations and New Hires

EXPLANATION: The following resignations have been accepted, or terminations processed:

Classified Resignations/Terminations

Kelly Young, Secretary – English Language Learner Program, Gresham-Barlow School District Office. Notice of Resignation received April 6, 2015, effective April 17, 2015.

In compliance with district policy, the following personnel are being recommended for employment:

Licensed New Hires

Stacie Aye, Special Education Teacher, North Gresham Elementary School. Replacing Meredith Blum who was reassigned to Kindergarten.

Kelsey Lulay, Special Education Teacher, North Gresham Elementary School. Replacing Jean Black-Grouix who has retired.

Classified New Hires

Scott Enright, Print Shop Assistant, District Office Print Shop. New position.

Darcy Wentz, Educational Assistant 4 – Special Education, Gordon Russell Middle School. Replacing Nancy Dally who retired.

PRESENTER: Randy Bryant

Board of Directors

Re: No. 3 - Personnel Changes: Resignations/Terminations and New Hires

May 7, 2015

Page 2

SUPPLEMENTARY

MATERIALS: None

RECOMMENDATION: None

REQUESTED ACTION: Consent agenda approval

RHB:pd:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
James Hiu

DATE: May 7, 2015

RE: No. 4 - Out-of-State Travel

EXPLANATION: The administration seeks approval for the following out-of-state travel plans:

School	Destination	Date(s)	Group	Funds
Gordon Russell MS	Hazel Dell Parade Hazel Dell, WA	May 16, 2015	Marching Band, Flag and Drill Teams	No District Funds Required
<u>Purpose:</u> Team participation in a music performance.				
Sam Barlow HS	Boise, Idaho	June 14-17, 2015	Boise State Football Camp	No District Funds Required
<u>Purpose:</u> Individual and team development and improvement; team bonding				

PRESENTER: James Hiu

SUPPLEMENTARY MATERIALS: None

RECOMMENDATION: The administration recommends approval of the out-of-state travel request listed above.

REQUESTED ACTION: Consent agenda approval

JH:pkh:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
James Hiu

DATE: May 7, 2015

RE: No. 5 - Gresham High School Rhythmettes

EXPLANATION: In our effort to recognize students who achieve state champion status in school activities and academic programs, tonight we have the opportunity to recognize the Gresham High School Rhythmettes, first place winners of the 5A/6A large division competition, for the second year in a row.

Alexis Abrahamsz	Makenna Moore
Meaghan Allison	Cassidy Morse
Destiny Cha	Kyza Moss- Captain
Rachel Cortese	Rachel O'Brien
Denisse Delgado Munoz	Lilyanna Ortiz
Kendra Fairbanks	Paige Ortiz
Hailey Faulkner	Ceanna Pang
Kennedy Fleming	Kaitlin Pettit
Lakota Foreman	Brianna Pond
Mackenzie Gibbs	Kiana Rodriguez
Kellie Gorman- Captain	Mercedes Rupert
Ashley Grissom	Brooke Smith
Katie Havrilla	Emilie Steinblums
Emma Loftin	Keely Stevens- Captain
Alexia Lua-Pineda	Jacob Tavera
Jade Martinez	Kendra Unanue
Alyssa Maslen- Captain	Maya Walbridge

Jenn Wilson, *Head Coach*
Meredith Holman, *Coach/Choreographer*
Mary Ellen Cook, *Coach/Choreographer*
Megan Robertson, *Coach/Choreographer*

Two Gresham team members, Alyssa Maslen and Makenna Moore, qualified for the all-state team, which performed at the competition.

Alyssa Maslen won an \$800 dance scholarship for college, and Emilie Steinblums won an \$800 academic scholarship.

Board of Directors
Re: No. 5 - Gresham High School Rhythmettes
May 7, 2015
Page 2

Brianna Pond won fourth place and Ashley Grissom won sixth place in the state, in a part of the competition called "drill down." In a drill down, the participants respond to dance step and military commands, voluntarily eliminating themselves if they make an error.

The board is asked tonight to recognize the outstanding accomplishment of these Gresham High School students by presenting them with individual Certificates of Accomplishment.

PRESENTER: James Hiu

SUPPLEMENTARY
MATERIALS: Certificates of Accomplishment

RECOMMENDATION: The administration recommends the board recognize these students for their state champion performance.

REQUESTED ACTION: No formal action is required.

JH:pkh:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
James Hiu

DATE: May 7, 2015

RE: No. 6 – Joey Cooksey: Sports Stacker Champion

EXPLANATION: Tonight the board is asked to recognize Joey Cooksey, a junior at Sam Barlow High School, and world champion sport stacker.

In April, Cooksey defended her standing at the 2015 World Championship sport stacking tournament in Montreal, Canada. There were 14 countries represented in this tournament. Joey is Oregon's #1 Sports Stacker and placed 4th at the World Championship.

Cooksey took up the sport only two years ago and practices as much as three hours per day. She has won many ribbons and trophies in competition. She also plays the trumpet and percussion in Sam Barlow's symphonic and stage bands.

Tonight we recognize Joey Cooksey and congratulate her for her success in this fast-paced, impressive sport.

PRESENTER: James Hiu

SUPPLEMENTARY
MATERIALS: None

RECOMMENDATION: The administration recommends the board recognize Sam Barlow High School junior, Joey Cooksey.

REQUESTED ACTION: No action is requested.

JKH:pkh:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors
FROM: Jim Schlachter
DATE: May 7, 2015
RE: No. 7 – Gresham-Barlow Education Foundation Report

EXPLANATION: Gresham-Barlow Education Foundation updates are typically presented every-other month. Accordingly, the Foundation's executive director, Vicki Moen, or a representative will be present this evening to report on Foundation activities.

PRESENTER: Vicki Moen or a Foundation representative

SUPPLEMENTARY MATERIALS: None

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required.

:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Athena Vadnais

DATE: May 7, 2015

RE: No. 8 – District Advisory Council (DAC) Report

EXPLANATION: The most recent DAC meeting was held on April 9, 2015, at Deep Creek-Damascus K-8. Board representatives present were Kathy Ruthruff and Sharon Garner.

This evening, the board will hear a report concerning the DAC meeting.

PRESENTER: Athena Vadnais

SUPPLEMENTARY
MATERIALS: Minutes of the April 9, 2015, DAC meeting

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required.

:lc



2014-15
District Advisory Council Meeting
 April 9, 2015
Deep Creek-Damascus K-8 School

DAC Members present:

Deep Creek-Damascus	Brandie Baseler Teri Kane	Powell Valley ES	
East Gresham ES	Reyna Martinez Elise Flowers	West Gresham ES	Trisha Knobbs
East Orient ES	Amy Buren Midge Collins	Clear Creek MS	
Hall ES	Gerene Dougherty	Dexter McCarty MS	
Highland ES		Gordon Russell MS	Nick Kemper
Hogan Cedars ES	Rick Weiss Jennifer Levens	West Orient MS	Midge Collins Amy Buren
Hollydale ES	Shannon Rist Megan Johnson	Gresham HS	Dawn Bures Matt Wells
Kelly Creek ES	Kathy Koch	Sam Barlow HS	Maria Grevstad
North Gresham ES	Michelle Carter Diane Spencer	Springwater Trail HS	

School Board Members: Kathy Ruthruff and Sharon Garner

Administrators: Jim Schlachter, Athena Vadnais, Tim Drilling, Teresa Ketelsen, James Hiu, Janell Black, and Lori Walter

-MINUTES-

Called To Order

Matt Wells called the meeting to order at approximately 7:00 p.m. and reviewed the evening's agenda.

Principal's Report – Deep Creek-Damascus K-8 Principal Lori Walter

Lori Walter, principal of Deep Creek-Damascus K-8 School, spoke about the very first year of the only K-8 school in the district. Deep Creek Elementary and Damascus Middle Schools were combined last summer due to low enrollment numbers at both schools. Currently, there are 405 students enrolled at DCD in nine grade levels (K-8). There are 243 elementary students and 162 middle school students. They have 21 licensed staff, 16 of which are full-time; 15 classified staff, most of which are part-time; a counselor, a principal and .4 FTE student management.

The first year has been a lot of work on the logistics and the facilities this year of becoming one

school and one staff, but it has been very positive. The majority of the time the students are separated, but there are many opportunities for student interaction to include buddy classrooms, Read Across America, and the new school-wide sing-alongs. Also included in that is DCD's theatre program. Starting April 24th you can see Shrek – The Musical, which includes students of all ages.

Long Range Technology Plan –

Tim Drilling, Executive Director of Assessment and Accountability, spoke about Gresham-Barlow's technology plan. It was originally a five year plan, but technology is accelerating so fast it has become more of a three year plan.

There is a Technology Committee that has two sub committees. The questions asked are: "Will it improve learning?" "Will it prepare students?"

The purpose is for:

- Teaching/Learning
- Collaboration, Communication, Community
- Equity and Access
- Support/Security
- Policies and Procedures

The Goal is:

- For Teachers (minimum)
 - Laptop for all teachers
 - Wireless speaker system in all classrooms
 - Projector (ceiling mounted)
 - Document Camera
 - Voice amplification system
- For Students
 - Ipads for all kindergarteners
 - Chromebooks for all students 1st thru 12th grades.

Surveys are going out to teachers to determine their needs. The teachers also want peer support and training opportunities, especially with apps.

The Technology Plan will need to be revisited annually due to the rate of change in technology.

Budget

Superintendent Jim Schlachter clarified for us what the state is saying about the budget they passed. The state said there was a nine percent boost in funding for the next biennium. In truth, it is not that much. The state allocates the budget into two years, usually using a 49 – 51% split. This biennium it's a 50/50% split, which falsely inflates the first year. Plus, adding full day kindergarten (which adds to student numbers and costs) brings it down to a .8% boost in funding.

Superintendent Schlachter will be holding two Budget Forums. Wednesday, April 15th at 7pm at Kelly Creek and Tuesday, April 21st at 7pm at Hogan Cedars. Both are open to not only students/parents involved in the district, but it is also open to the community.

District Interaction with the Board – Board of Directors

Kathy Ruthruff and Sharon Garner were in attendance representing the school board. They spoke about the budget woes and encouraged us to talk to our legislators. In fact, MHCC is hosting a forum on Education and Economic Development on Saturday April 18th from 10am to 1pm.

The board members suggested that we communicate with our state legislators regarding the budget issue. Write or call, but be to the point. Share your personal stories, experiences and concerns. Athena provided a list of our state lawmakers, so that we may share it with the parents at our schools.

They also spoke about starting the bond process again. Doing something different this time to reach the community. We have to pass this bond. It affects the health of our schools, which affects the health of our neighborhoods, which affects the health of the community.

Adjournment

The meeting was adjourned at approximately 8:30 p.m.

Minutes submitted by:

Dawn Bures

DAC Vice Chair

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors
FROM: Jim Schlachter
DATE: May 7, 2015
RE: No. 9 – Organizational Assessment (OA)

EXPLANATION: In February of 2015, the Gresham-Barlow School District participated in year two of an Organizational Assessment (OA) through a grant supporting the district's completion of this three-year assessment project.

Feedback received from the first year of the OA was provided in a summary and reported to the board at a work session on September 18, 2014.

This evening, a summary of the feedback received for year two will be reviewed along with a discussion of how the assessment results can support on-going improvement efforts.

The third and year of the OA has been scheduled for the week of February 22, 2016.

PRESENTER: Jim Schlachter
SUPPLEMENTARY MATERIALS: 2015 Organizational Assessment Update from Superintendent Jim Schlachter
RECOMMENDATION: This topic is being provided as information only.
REQUESTED ACTION: No formal action is required.

JS:lc



2015 Organizational Assessment Update from Superintendent Jim Schlachter

In February, a team of experts conducted an organizational assessment of the school district. Over the course of a week, the team interviewed 303 staff, students, and community members. They also reviewed hundreds of school district documents. This is the second successive year for the assessment; as a result, we have May 2014 data to use as a baseline. The information gathered from the assessment in 2014 has been a valuable resource as we work to improve our district.

The assessment focused on seven key areas. The district has numerous strengths and opportunities for improvement. The areas identified as “Strengths” highlight where we are moving in the right direction. The “Opportunities for Improvement” are areas where we would see a significant benefit if we are able to make adjustments that impact these areas.

The assessment identified a number of key district strengths. Four of the strengths mentioned include 1) proactive engagement of stakeholders during strategic visioning work, 2) learning walks that allow staff to calibrate practices, 3) feedback opportunities for stakeholders, and 4) staff in all roles in the district understanding their contribution to student achievement. These four strength areas are notable as we move forward as a district striving to focus on a shared vision informed by stakeholder feedback and good instruction that leads to increased achievement by all students.

The assessment also highlighted opportunities for improvement. Four areas identified this year include 1) new hires needing training for increased success, 2) the need for performance evaluations to align and support school improvement, 3) not all collaboration is beneficial in supporting the needs of students, and 4) the number of initiatives is overwhelming. These four areas clearly chart the path we must collectively take as we strive to improve the support we provide to new staff, make the evaluation process beneficial to the growth of individual employees and the schools where they work, review and possibly recalibrate our collaborative practices, and simplify and reduce the number of “things” we are doing.

Below you will find the results of the study in the seven areas.

2014-15 Organizational Assessment Results

LEADERSHIP
<p>Strengths:</p> <ul style="list-style-type: none"> • The district is providing training to ensure the success of its leaders. • The district is taking intentional steps towards equity in relation to student achievement.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • While the district has gone through a strategic visioning and planning process, a common vision statement does not yet exist. • Not all leaders believe their evaluations support improvement in their schools or departments.
STRATEGIC PLANNING & RESULTS
<p>Strengths:</p> <ul style="list-style-type: none"> • The district is being proactive in engaging stakeholders and collecting feedback on the strategic visioning and planning process. • The district is using a variety of scientifically-based research strategies to support student success.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • While School Improvement Plans exist, not all staff know what's in them or how their schools are using them. • The process to align, implement, and monitor School and Department Improvement Plans does not exist.
CURRICULUM & TEACHING
<p>Strengths:</p> <ul style="list-style-type: none"> • The work of the Instructional Coaches is valued by most staff. • Learning walks have been beneficial opportunities for staff to calibrate practices.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • While work has been done to align the curriculum K-12 to the common core standards, staff feels overwhelmed and under-resourced to successfully implement the instructional change. • Not all staff feel that there is cohesiveness between general education and special education. • While data teams are being used across the district, not all employees value the process and/or the outcomes. • Not all district-provided professional development is valued by all staff. • Although professional development is being offered, it is not consistently monitored for fidelity or valued by staff. • While collaboration opportunities exist, some staff believe not all are beneficial in supporting the needs of students. • There are inconsistencies and/or inequities from school to school. • Physical and environmental safety is a concern of many stakeholders. • The number of initiatives is overwhelming to most staff.

STAKEHOLDER ENGAGEMENT
<p>Strengths:</p> <ul style="list-style-type: none"> • The district is proactive in engaging external stakeholders in a variety of ways. • There is a strong external stakeholder loyalty to the district. • The district has been intentional about including leadership from their contractors in district conversations and planning. • The district has implemented feedback opportunities for stakeholders that have been well received.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • While the district has several effective mechanisms to communicate, not all internal stakeholders feel the information is prioritized or timely. • While surveys are administered, results are not always shared with stakeholders. • The effectiveness of communication depends on individual departments or schools.
STELLAR PEOPLE
<p>Strengths:</p> <ul style="list-style-type: none"> • Talented, dedicated, committed, passionate staff is a strength and asset of the district. • Staff in all areas of the organization understand their contribution to student achievement. • Strong external partnerships with contracted vendors are dedicated to the success of the students.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • With the reduction in staff and increased workload, staff feels overwhelmed and underappreciated. • The evaluation process is inconsistent and not valued by all staff. • Not all new hires believe they get the training necessary to be successful.
EFFECTIVE & EFFICIENT PROCESSES
<p>Strengths:</p> <ul style="list-style-type: none"> • The district is transparent about the budgeting process. • The district is being proactive in recruitment and hiring efforts.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • Staff are not always clear with regard to where to go to find information or solutions. • Some staff believe there are initiatives that are not aligned to the best interest of students.
ACCOUNTABILITY
<p>Strengths:</p> <ul style="list-style-type: none"> • Some operational data is being used for continuous improvements. • Individuals take personal responsibility for their work in the district. • Operational data is being used throughout the district to improve efficiencies and resources.
<p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> • While data is being collected, it is not being consistently used to change instructional practices. • Duplication of data entry and finding data is causing frustration.

Next Steps

After we received our results last year, we integrated much of what we heard into our work. In the area of strategic planning, we are building a plan with a desire to create a 2020 vision that reflects the needs of every school and the district. This work continues and I am confident that we will begin 2015-16 with such a vision firmly in place.

We will now begin to review the feedback provided from our 2015 Organizational Assessment. As was the case in the past, we will look to build on our strengths and take advantage of as many opportunities for improvement as possible.

Two years of feedback from the Organizational Assessment shows our district capitalizes on our strengths, confronts our weaknesses, and works together to improve. I look forward to working with all of you to make the Gresham-Barlow School District an outstanding provider of K-12 education.

Thanks to all who participated in this assessment. Without your thoughtful participation, this organizational assessment would not have been possible.

Jim Schlachter, Superintendent
Gresham-Barlow School District

JS:AV:lc 04/29/15

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors
FROM: Jim Schlachter
James Hiu
DATE: May 7, 2015
RE: No. 10 – Success Academy

EXPLANATION: As educators, we continue to pursue programs that meet the needs of every student in our district.

With MESD closing Alpha High School, we are developing the Success Academy for fall 2015. We anticipate serving up to 35 middle and high school students at a location yet to be finalized. We plan to use an online curriculum. Staff will include instructors, ELL and special education, as well as wrap around services to support students and families.

The Success Academy development team will continue to meet and fine-tune what this program will encompass. Terrence Smyth, principal of Springwater Trail High School, will serve as director of this program.

PRESENTER: James Hiu

SUPPLEMENTARY
MATERIALS: None

RECOMMENDATION: None

REQUESTED ACTION: No action is requested.

JKH:pkh:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Tim Drilling

DATE: May 7, 2015

RE: No. 11 – Center for Advanced Learning (CAL) Charter Renewal

EXPLANATION: The Center for Advanced Learning (CAL) is a public charter school that is in the final year of a five-year charter agreement approved in January 2009 by the Gresham-Barlow School District. Centennial School District 28J and Reynolds School District 7 are also parties to this charter agreement, with the status of “Cooperating Districts.”

CAL has requested a renewal of the current charter agreement, which expires June 30, 2015.

PRESENTER: Tim Drilling

SUPPLEMENTARY
MATERIALS Charter School Agreement, dated June 2015

RECOMMENDATION: This information is being provided as a first reading.

REQUESTED ACTION: Action will be requested at a subsequent meeting.

TD:lc

CHARTER SCHOOL AGREEMENT

DATED: June _____, 2015

PARTIES: CENTENNIAL SCHOOL DISTRICT 28J—Cooperating District
GRESHAM- BARLOW SCHOOL DISTRICT 10J—Sponsoring District
REYNOLDS SCHOOL DISTRICT 7—Cooperating District (“Districts”)

AND: THE CENTER FOR ADVANCED LEARNING (“CAL”)

RECITALS

A. In June 2001 pursuant to ORS Chapter 338, CAL was approved as a public charter school. It was co-sponsored by the Districts that are parties to this Agreement.

B. The Districts that are parties to this Agreement, as well as Corbett School District and Mt. Hood Community College entered into an Intergovernmental Agreement for the purchase of property, the development of that property and the construction and operation of a building for the purpose of locating and operating CAL. The ownership rights and responsibilities as owners of property at 1484 NW Civic Drive, Gresham, Oregon (hereinafter “CAL Property”) is set forth in an Amended and Restated Intergovernmental Agreement dated January 24, 2004.

C. In February 2003 the State Board of Education approved a waiver request from the Districts and CAL that the Districts be co-sponsors of CAL notwithstanding the requirements of ORS Chapter 338 that there be only one sponsoring school district.

D. In January, 2009 the school districts who were party to the original Charter Agreement with CAL, and CAL renewed the existing Charter Agreement between the parties for a period of five years.

E. After January 2009 and during the Spring of 2010 representatives from the Oregon Department of Education informed the parties that the original waiver granted by the State Board of Education was no longer in place following the renewal of the Charter Agreement, and therefore the parties needed to amend the Charter Agreement to bring it into conformity with ORS Chapter 338.

F. On June 4, 2010, Gresham-Barlow School District acquired the ownership interests in the CAL Property owned by the Corbett School District, effectively extinguishing the Corbett School District’s interest in the property and its desire to continue to participate as a sponsoring district in this Charter Agreement. The ownership interests in the CAL property are set forth in a separate Intergovernmental Agreement.

G. In 2011, ORS 338.080 became effective, allowing a sponsor and a public charter school to enter into a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services.

- H. This Charter School Agreement supersedes any previous Charter Agreement.
- I. Gresham-Barlow School District is the sponsor of CAL pursuant to ORS 338.005(5).
- J. Centennial School District 28J and Reynolds School District (hereinafter “Cooperating Districts”) are also parties to this charter agreement based upon mutual obligations and rights conferred upon the Cooperating Districts by the sponsoring district and CAL.
- K. Both the Sponsoring District and the Cooperating Districts (hereinafter “Participating Districts”) and CAL have jointly agreed to various provisions within this agreement that defines the role that each shall play in the formation, organization and oversight of this Charter Agreement.
- L. The Sponsoring District School Board held a public hearing on the provisions of the Application and evaluated the criteria set forth in ORS 338.055 and district policies, and as the Sponsoring district, it determined that this Charter Agreement complies with the purposes and requirements of ORS 338 and district policies.
- M. The Cooperating District school boards have also determined that they wish to be bound by certain obligations and responsibilities to the sponsoring district and CAL that are more fully described in this Agreement so that all three school districts share some responsibilities for the CAL operations.
- N. CAL requested a renewal of this Agreement and on May 7, 2015 the District held a public hearing on the renewal in accordance with ORS 338.065(5).
- O. The District agreed to a renewal on June 4, 2015 effective July 1, 2015, to be in effect for a period of five years, subject to renewal in accordance with this agreement and ORS Chapter 338.
- P. This Agreement shall constitute the agreement between the parties regarding the governance and operation of CAL and the legal authorization for the establishment of CAL under ORS 338.065(1). This Agreement shall also constitute the agreement for the formation and supervision and operation of CAL between the Sponsoring District and two Cooperating Districts.
- Q. The parties desire that CAL be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

CHARTER AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, covenants, and payments herein described, the parties agree as follows:

1. Grant of Charter.

The Gresham-Barlow School District (referred to herein as the Sponsoring District) is the sponsor of CAL, known as the Center for Advanced Learning that is to be operated in

cooperation with the Centennial School District and the Reynolds School District (hereinafter “Cooperating Districts) in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein. The Sponsoring District and the Cooperating Districts, when referred to together in this Agreement will be called the “Participating Districts”.

1.1 The parties sought and received a waiver of ORS 338.125(2) to give priority admission to students from the Cooperating Districts from the State Board of Education. Thereafter, ORS 338.080 and ORS 338.125(3)(a)(C) became effective, allowing priority admission for students from the Cooperating Districts.

2. Effective Date; Term; Renewal.

2.1 **Effective Date.** When this Agreement has been duly executed by all School District Boards and CAL’s board of directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment of CAL as a public charter school, as provided in ORS 338.065(1).

2.2 **Term.** CAL shall be permitted to operate CAL for a term of five (5) school years, subject to the other terms of this Agreement, and thus the term of this Agreement shall expire on June 30 following the end of the fifth such school year. The first school year under this renewal shall begin in September, 2015 and thus the initial term shall expire June 30, 2020.

2.3 **Renewal of Term.** Renewal of this Agreement will be governed by ORS 338.065. The Participating Districts agree that in order to renew the charter contract pursuant to ORS 338.065, this will take the written approval of a contract renewal by all participating Districts. If one or more of the Participating Districts notify the other Districts and CAL that it does not wish to renew the Charter Agreement, the remaining Districts that wish to renew the charter are bound by the decision of the non-renewing Participating District or Districts and agree that the Charter Agreement shall not be renewed. However, so long as Gresham-Barlow School District remains the sponsoring District, any remaining District that wishes to continue its relationship as a cooperating district may enter into a new charter contract with CAL, the Sponsoring District and any remaining Cooperating Districts. In this event, there shall be a new Charter Agreement between the remaining parties.

2.3.1 Nothing in Agreement precludes CAL’s rights of appeal under ORS 338.065. However, the parties agree not to participate in such a hearing which contests a District’s decision to not participate.

3. Relationship Between Participating Districts

The Participating Districts acknowledge that each of them has an equal interest in and responsibility for the Charter Agreement with CAL. Each acknowledge the other Districts’ rights under this contract to participate in the governance of the affairs of CAL, as well as the decisions that affect the relationship between CAL and the Districts.

3.1 There shall be a board of directors for CAL, as more fully described below under the section relating to governance and operation in Section 12. The Participating Districts agree

to work collaboratively with each other in the formation, operation and supervision of this Charter Agreement.

4. Grade Range of CAL; Number of Students; Minimum.

4.1 **Number of Grades.** During the term of this Agreement, CAL may provide instruction to approximately 500 11th and 12th graders from the Participating Districts on a part-time basis.

4.2 **Number of Students.** CAL's plan is to enroll approximately 500 students, roughly 250 students in grade 11 and 250 students in grade 12. However, CAL may in its discretion allow the number of students between 11th and 12th grade to vary. CAL is required to notify all Participating Districts in writing if at any time it wishes to change the number of students it wishes to enroll or the grade levels of those enrollees.

4.3 **Notification Requirement.** CAL shall provide prior notification to the Participating Districts of any change to the number of grades served or any 10% increase or decrease in student enrollment.

4.4 **Minimum Number of Students in Charter School.** As provided in ORS 338.115(5), CAL shall maintain an active enrollment of at least 25 students. It is understood that for purposes of counting, this means 25 full time equivalency students which may come from any of the Participating Districts. For example, a full time equivalency student may mean one student who is attending .3 time, a second student from another district attending .3 time, and a third student attending .3 time. These three students are the equivalent of 1 full time student. It is understood that students attending CAL will also be taking some classes in their home school district as part of a separate agreement between CAL and their home school districts.

5. Enrollment and Admissions.

5.1 **Voluntary Enrollment; Who is Eligible.** Student enrollment in CAL shall be voluntary. All students who meet legal age requirements applicable to a particular grade level will be eligible for enrollment. These requirements will be consistent with District policies relating to admission of students into any grade. Other than the age of a student and the preferences allowed by law (see Section 5.6) and the preference for District residents described in Section 5.8, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in CAL when the student's application has been unconditionally accepted by CAL following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 6.

5.1.1 Because there are three Participating Districts, the parties agree that there will be allocation for available seats for each Participating District based on that District's proportional share of its contribution to the development of the CAL facility as set for in the most current Intergovernmental Agreement between the parties.

5.1.2 Based upon ORS 338.125(3)(a)(C) CAL has the authority to give priority to Cooperating Districts' students.

5.1.3 As space allows, students who are not residents of Participating Districts may be admitted.

5.2 **Phased Enrollments; Deadlines.** CAL may, in its discretion, elect to conduct a series of open enrollments for each school year, provided the process conforms to this Agreement. Each year, CAL will set deadlines by which applications must be received for each phase of the enrollment process and will determine the number of students to be admitted in each grade. These deadlines may change from year to year at the discretion of CAL. The CAL Board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best. CAL will accumulate all applications received on or before the deadline for each phase of enrollment; applicants are not accepted on a "first come, first served" basis, except as provided in Section 5.5 [after waiting list is exhausted].

5.3 **Application Process; First Phase of Enrollment Process.** Beginning on a date set each year by CAL and up through the deadline for the first phase of enrollment set under Section 6.2, prospective students may apply for admission to CAL for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the number of students to be admitted for each grade as determined under Section 5.2, then all the applications for that grade will be accepted (applications from nonresidents are governed by Section 5.8). To illustrate, if the determined number of students to be admitted for a grade is 25, and if 20 applications are received, then all 20 applicants will be accepted. The remaining five "available spaces" will be filled in the second or later phases.

If the number of applications received for any grade is greater than the number of students to be admitted for that grade, then CAL will conduct an equitable lottery, in a manner determined by CAL and consistent with state law and District policy relating to charter schools, to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the number of students to be admitted for a grade is 25, and if 40 applications are received, then 25 applicants will be accepted through the lottery process, and a waiting list of 15 can be determined [with order of priority on the waiting list also determined through the lottery process].

To take into account the priority given by law to resident students (as provided in Section 5.8), if, out of the 40 applications, 30 are from resident students and 10 are from nonresidents, then a lottery will be held first as to the 30 resident applications and 25 will be accepted, with five going on the waiting list. Then a lottery will be held among the 10 nonresidents to determine order of priority on the waiting list.

5.4 **Second and Additional Phases of Enrollment.** If CAL receives fewer applications than the maximum number of students allowed for any grade, then CAL will set a second application deadline. The admissions process will be the same as with the first phase, but will apply only with respect to the "available spaces," if any, for each grade. However, CAL may also accept additional applicants in order to create or expand a waiting list for any grade.

Finally, if after the second enrollment there still remain “available spaces” in any grade, or CAL desires to create or expand a waiting list for any grade, CAL may set a third and additional application deadlines before the school year begins. The admissions process will be the same as with the second phase, again applying only with respect to the “available spaces” for each grade (or to create or expand a waiting list for any grade). Thereafter, including during the school year, additional students who apply will be added to the waiting list in the order the applications are received.

5.5 Use of Waiting List; Filling Spaces if No Waiting List. If at any time a student who has been enrolled declines to attend CAL, or if an attending student withdraws or is permanently expelled, CAL may admit the next student on its waiting list for the applicable grade. CAL may enroll the first student who applies after a space becomes available in a situation where (a) the final phase of enrollment under Section 6.4 has been completed, or the space becomes available during the school year; and (b) either there is no waiting list for the applicable grade or all students on the waiting list for that grade have already enrolled or have been extended an offer to enroll and have declined.

5.5.1 In the event one or more Participating Districts have students who are placed on a waiting list, while one or more Participating Districts are not able to use the number of spaces allocated to CAL for students attending those Districts, the Participating District with students on the waiting list may negotiate with the Sponsoring District who has spaces available to CAL for the use of those available spaces.

5.6 Preferences After First Year. As provided in ORS 338.125(3), CAL may give admissions preference to: (1) students who were enrolled in CAL in the prior year; (2) applicants who have siblings who are presently enrolled in CAL and who were enrolled in CAL in the prior year; and (3) students from the Cooperating Districts.

5.7 Nondiscrimination. As provided in ORS 338.125(2), CAL may not limit student admission based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

5.8 Nonresident Students; Limitations.

5.8.1 As provided in ORS 338.125(2), if space is available, CAL may admit students who do not reside in the Participating Districts. At each phase of the enrollment process, preference will be given to residents of the Participating Districts. Nonresident applicants may be accepted to fill any “available spaces” (including spaces on waiting lists) in accordance with this Section 6.8. For the purpose of Section 6.8, the term “nonresident student” does not include any student residing within the boundaries of any of the Participating Districts in this Agreement. The Districts acknowledge that each resident student of a particular Participating District is a nonresident of the other Participating Districts. However, for the purposes of Section 6.8, nonresident students are only those who reside outside the attendance boundary of all Participating Districts.

5.8.1.1 The Participating Districts agree that if a nonresident student attends the charter school, Gresham-Barlow School District shall retain 50% of the ADM that a Participating District would retain for a nonresident student pursuant to ORS 338.155.

5.8.1.2 In the event a nonresident student is admitted in CAL, CAL agrees to: (1) Provide written notice of the student's enrollment to the District within 10 days. The written notice must include contact information for the enrolled student's parent or guardian; and (2) Provide written notice of the student's withdrawal (for any reason other than graduation from high school) to the District within 10 days. The written notice must include contact information for the enrolled student's parent or guardian.

5.8.2 For ease of reference, all phases of enrollment for which the application deadline is on or before May 1 will be referred to as "pre-May 1-phases"; and all phases that take place after May 1 will be referred to as "post-May 1-phases." "New applications" means applications received as of the deadline that applies to any particular phase, as contrasted with applications received at an earlier phase.

5.8.3 At each pre-May 1-phase, nonresident applicants will be placed on a waiting list, the order of which will be determined by lottery at each phase (thus, those received in the first phase will be placed in numerical order by lottery; those received in the second phase will likewise be placed in order following the waiting list from the first phase, and so on for each other pre-May 1-phase).

5.8.4 This subsection 5.8.4 applies to the final pre-May 1-phase. Any available spaces for any grade as of the final pre-May 1-phase will be filled in the following order: (a) new applications from resident students; (b) applications from nonresident students received at earlier phases in the order determined by the lottery for each of those phases; and (c) new applications from nonresident students. Applicants will be placed on the waiting list in the following order: (i) resident students placed on the waiting list at earlier phases; (ii) new applications from resident students at the final pre-May 1-phase; (iii) nonresident students placed on the waiting list at earlier phases; and (iv) new applications from nonresident students placed on the waiting list at the final pre-May 1-phase. The students on the waiting list at that point have priority over all students, resident and nonresident, who apply at a later phase (the post-May 1-phases).

5.8.5 This subsection 5.8.5 applies to the post-May 1-phases. Any available spaces for any grade at each post-May 1-phase will be filled in the following order: (a) new applications from resident students; and (b) new applications from nonresident students. Applicants will be added to the end of any existing waiting list in the following order: (i) new applications from resident students; and (ii) new applications from nonresident students.

5.8.6 The parties recognize that acceptance of a nonresident applicant at the final pre-May 1-phase or at any post-May 1-phase could create uncertainty and unfairness because of the possibility that the law requires that a resident applicant who is accepted at

a later phase must be given priority and thus could “bump” the previously accepted nonresident. Therefore, the parties agree that once a nonresident is accepted in the manner described above, the nonresident will not be “bumped” by a resident who has submitted an application as part of a later phase of enrollment; if necessary, the parties will work together to seek a waiver of the applicable state law.

5.9 **Dual Enrollment.** During a school year, if CAL learns that one of its students remains enrolled at another private or public school (other than a Participating District’s high schools), CAL will notify the other school of this fact and will inform the student's parents that they should take whatever steps may be required to have their child withdrawn from enrollment in the other school or from enrollment in CAL.

5.9.1 The parties acknowledge that students enrolled in CAL may also be enrolled part-time in their school district high school. This shall not be considered dual enrollment. It shall only be considered dual enrollment if a student enrolled in CAL is also enrolled in another high school program outside of their own resident school district.

5.9.2 The Participating Districts agree to enter into all necessary contracts so that students enrolled in CAL can continue to take certain courses at their home high schools so that the educational program at CAL will qualify as a comprehensive education program when combined with certain courses at the students’ high school. The Participating Districts and CAL will allocate certain monies under this Agreement that will demonstrate the payment from CAL to the Participating districts for those courses at the student’s high school. This will be regarded as a contracted service.

5.9.3 The parties will enter into an agreement where each Participating District will agree to provide CAL with data collection, grades, attendance and related information as a contracted service. This agreement shall be in the form of the attached Exhibit A.

6. **Special Education Students.**

6.1 **Special Education Students; IDEA.** In this Agreement, the term “special education students” means children with disabilities to whom the Individuals with Disabilities Education Act (“IDEA”) applies.

6.2 **Responsibility of Participating District.** Each Participating District acknowledges that it alone is responsible for the special education services of resident students who are attending CAL. Each Participating District acknowledges that the other Participating Districts have no responsibility to serve the special education needs of that special education student, and the Participating District who has an obligation to serve an eligible special education student shall indemnify, defend and hold harmless the other Participating Districts from any special education action, including an Oregon Department of Education complaint, due process hearing or federal lawsuit relating to special education program of that particular student. Nothing shall bar Participating Districts from entering into intergovernmental agreements between themselves for the provision of special education services to students who are enrolled at CAL.

6.3 **Application and Enrollment.**

6.3.1 CAL application form will ask if the student has an Individualized Education Program (“IEP”) under IDEA. For any prospective student with an IEP, CAL will, immediately, or as soon as practicable, notify the IEP team leader (if known) or the respective District’s liaison for special education issues. The latest date for the notification to the district is the date on which CAL knows the student is admitted and eligible for special education services. A representative from CAL will attend the IEP team meeting at which the team will determine whether or not CAL is the appropriate placement. This representative shall be a regular education teacher unless the district approves in advance of the meeting that another CAL representative will attend. If the IEP team cannot meet before CAL holds its enrollment lottery under Section 6, then the IEP student(s) will be included in the lottery as if the placement had been approved.

6.3.2 CAL will admit students without regard to their status as special education students, if the student's IEP team determines that the school is the appropriate placement. The parties intend by this process to ensure that CAL does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

6.3.3 For a special education student who is not a resident of a Participating District, ORS 338.165 shall apply, and CAL, the Sponsoring District and the resident school district of such student shall enter into a written agreement for the provision of special education services to the student. The Participating Districts are not responsible for special education services or the costs for such student.

6.4 **Child Find; Accepted Students Later Determined to be Special Education Students.** CAL will work closely with the Participating Districts and any other referring school district to ensure that the Child Find responsibilities are carried out in good faith with respect to students enrolled in CAL. CAL will ensure that at least one of its teaching staff or administrators has been trained in the Child Find process, or if none have been so trained, CAL will arrange for at least one of its teaching staff to receive such training. CAL will promptly notify the student’s resident district and the Sponsoring District if a CAL student is suspected of having a disability and may need evaluation to determine eligibility for special education and will comply with the respective District’s practices and policies for referral of any District student for evaluation. Any student referred for evaluation shall remain enrolled at CAL until an IEP team determines that CAL is not the appropriate placement for that student.

6.4.1 CAL shall provide a list of newly admitted and enrolled students on a monthly basis so that the Districts are able to identify students who are in the evaluation process.

6.5 **Administering the IEP’s.**

6.5.1 CAL will work closely with the Participating Districts and any other resident school district referring special education students to ensure that special education and related services are provided. The parties recognize there will likely be

several methods or “delivery mechanisms” for providing these services, and because there is no way to know in advance the specific needs of all special education students who will enroll at CAL, there is no way to specify in this Agreement anything more than a general framework or set of principles for seeing to it that the IEP’s are administered.

6.5.2 The following shall apply:

6.5.2.1 CAL will refer a special education student of a Participating District back to their home district for all disciplinary issues. Nonresident students will be referred to the Sponsoring District for all disciplinary issues.

6.5.2.2 Each IEP team must include a Participating District representative and appropriate District specialists. CAL will have a teacher or designee on the IEP team of each enrolled special education student. CAL will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. CAL will not change the student's program without IEP team action. CAL shall provide the accommodations and modifications to the regular education curriculum and instruction called for in the student’s IEP. CAL teachers will assist the district in the development of progress reports related to annual IEP goals. CAL teachers will cooperate with the district in evaluation and reevaluation process, including completing teacher observation/behavior checklists, and sharing results of academic assessments and work samples.

6.5.2.3 CAL staff will comply with training required by an IEP team for delivery of services to a CAL student, although the Participating Districts are responsible for providing special education services. The Participating Districts will pay the costs of any training of CAL staff that the IEP team determines is required to accomplish the implementation of an IEP for a resident student of each Participating District. This is limited to costs for substitutes, consultants, course fees, and necessary supplies and materials.

6.5.2.4 The Participating Districts have the discretion to determine which specialized programs will be offered on site at the CAL facility. For those services that the IEP team, the Districts, and CAL mutually agree would be best delivered by District employees, CAL will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either on-site or pull-out service delivery.

6.5.2.5 For those services that the IEP team, the Participating Districts, and CAL mutually agree would be best delivered by CAL employees, CAL and the District may negotiate a contract under which the Participating Districts will compensate CAL for such special services.

6.5.2.6 Special education transportation will only be provided to a CAL special education student if it is a related service on the student's IEP.

6.5.2.7 CAL shall protect all personally identifiable student information relating to special education students attending CAL and will maintain a complete special education file.

6.5.2.8 CAL will cooperate with the Participating Districts in the event any one of them is required to participate in a special education administrative complaint or due process proceeding.

6.6 **Funding for Special Education Students.** ORS 338.165 governs funding relating to special education students. The parties understand that each special education student counts as 2.0 ADM [not counting other “additional amounts” for English as a Second Language or other items described in ORS 327.013]. Therefore, the 47.5% of the General Purpose Grant that is payable to CAL under ORS 338.165(2)(b) for special education students equates to 95% of 1.0 times the General Purpose Grant. To illustrate, if the District’s General Purpose Grant were to be \$5,000, the District would receive 2.0 times that amount, or \$10,000 for each special education student; the amount payable to CAL for each special education student would be \$4,750; the District would retain the remainder of \$5,250; any portion of such \$5,250 payable to CAL for services provided under Section 7.5 would be governed by the separate contract described in Section 7.5.2(e).

7. School Year; School Day; Hours of Operation.

CAL may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law and to the calendars of the sponsoring districts. However, CAL anticipates that its annual calendar shall generally match the calendar of the Participating Districts, and CAL may maintain a typical nine-month school year for its regular academic program. If CAL adopts a calendar different from the Participating Districts’ calendars that result in additional service costs to these Districts for services CAL either requests or requires under separate contract on those days that CAL is open but these Districts are not open (for example, costs of providing special education services), CAL shall reimburse the Participating Districts for these costs. The number of instructional hours during each school year shall comply with requirements of state law.

8. Records.

CAL shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the Districts’ reporting obligations to the Oregon Department of Education. Before the first year of operation, and from time to time thereafter as state requirements change, the Participating Districts shall provide CAL with a list of records and information required for them to meet their state reporting requirements. CAL shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the Districts.

8.1 The parties acknowledge that CAL owes a recordkeeping requirement for each Participating District and that CAL shall comply with all applicable federal and state laws

concerning the maintenance, retention and disclosure of student records for each Participating District. The Participating Districts hereby acknowledge that they shall abide by the applicable federal and state laws concerning the maintenance, retention and disclosure of student records and in the event that any Participating District obtains a record protected under state and federal law from disclosure relating to a student of another Participating District, that the Participating District receiving such information shall comply with all requirements of state and federal law relating to student records.

9. Program and Curriculum, Goals, and Evaluation.

9.1 Acceptance by District of Program and Curriculum.

9.1.1 The Participating Districts accept the curriculum and program design of CAL, and further developed by them and CAL. Each Participating District agrees to waive any of their program and curricular requirements that are not incorporated into the curriculum design. The Participating Districts' intent is to allow CAL, within the requirements of state law, to promote and implement new, innovative, and flexible programs, curricula, learning environments, and learning methods.

9.1.2 The parties acknowledge that the CAL curriculum has been jointly developed by CAL and the Participating Districts. As such, the parties acknowledge that the curriculum to be used at CAL is jointly owned by all Participating Districts. The Participating Districts agree that none of them shall take any action that will otherwise transfer the ownership of the curriculum to any other party outside of the three Participating Districts and will take all actions necessary to protect the curriculum that has been developed, and to assure that the curriculum is maintained in its current state with no modifications or changes by any Participating District. The Participating Districts further agree that because the curriculum was developed with the mutual effort of all of them, no one Participating District has the right or power to modify, change or amend the curriculum. It shall take the written consent of all three Participating Districts to make any modification, change or amendment to the curriculum which is the subject of this Agreement.

9.2 **Responsibilities of CAL.** CAL is responsible for doing the following in compliance with state law:

9.2.1 Designing and implementing its curriculum and other components of its educational program as set forth in the Application.

9.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.

9.2.3 Providing required services, if any, to students who are English language learners (ELL students) under ORS 336.079 and other provisions of the law.

9.2.4 Providing required services, if any, to academically low achieving students.

9.2.5 Implementing the state-required assessments as provided in ORS 338.115.

9.2.6 Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

9.3 **Goals and Evaluation.** Although CAL has many goals, only the specific goals relating to student performance that will be developed by the CAL Board for overall program evaluation are to be considered in evaluating whether CAL has failed to meet the requirements for student performance (and thus could be a basis for termination of this Agreement) under ORS 338.105(1)(b). The goals will be set by the board and will be reviewed annually. Goals will include, but may not be limited to the following areas: (1) student GPA; (2) college credits earned; (3) graduation rates; and (4) program enrollment.

9.4 **Annual Report.** CAL will submit an annual report to the Participating Districts and the State Board of Education in accordance with ORS 338.095(2) on the performance of CAL and its students by December 31 of each year. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 9.3. CAL complies with this section when it submits one report to the Participating Districts. It need not submit a separate report for each participating District; however, the one annual report must be physically sent by CAL to each participating District.

10. School Facility and Transportation.

10.1 Facility

10.1.1 CAL will be located at 1484 NW Civic Drive, Gresham, Oregon 97030. This location is jointly owned by the Participating Districts. CAL shall lease space at this location from the Participating Districts under a lease agreement separate from this charter contract that is mutually acceptable to the parties.

10.2 **Transportation.** The Participating Districts are not responsible for providing transportation by bus or otherwise of any students to CAL. The Participating Districts may provide transportation in accordance with each district's transportation policy. The Participating Districts will allow CAL students to ride on District buses to and from CAL, to the extent seats are available for such students; but this does not obligate the Districts to add or extend existing bus routes or other transportation services, as provided in ORS 338.145(2). The Participating Districts will give CAL a two-week notice if a bus on a particular route has consistently become too full to transport CAL students so that parents have time to make other arrangements. The parties recognize that many of CAL students may not be able to use existing District bus routes for transportation to and from CAL.

11. Financial Matters; Funding; Annual Budgets; Annual Audit.

11.1 **No Tuition; Fees.** CAL will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115, the following laws shall apply to the CAL: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, CAL may charge reasonable fees for instructional materials, after-school

programs, and student activities. CAL shall waive all fees for indigent students in accordance with applicable federal and state law.

11.2 **Annual Funding.**

11.2.1 **Keeping Count.** CAL shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English Language Learner program under ORS 336.079 and the Oregon Pupil Accounting Manual; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013. CAL shall use the Participating District's student information system and shall be responsible for proper input of required information.

11.2.2 CAL may enter into separate agreements with Participating Districts as a contracted service that allows a Participating District to keep all records required in this section.

11.2.3 **Calculating ADMw and Funding.**

11.2.3.1 For each school year, the Sponsoring District shall provide funding to the CAL in accordance with ORS 338.155(2), as that formula may be changed from time to time. Until the law is changed, the funding shall be 97% of the Districts' "Charter School Rate," as determined by the State of Oregon Department of Education; multiplied by the CAL ADMw. The parties acknowledge that because the student will be attending CAL part-time, the sponsoring District shall provide one-half of the 97% or 48.5% of the ADM for each resident student attending CAL on a half-time basis.

11.2.3.2 A Participating District shall have no financial obligation to fund any seats allocated to the sponsoring District but unused by a District resident student. However, if a Participating District student withdraws from CAL during the school year, that withdrawn student's Participating District agrees to continue to provide funding to CAL for that student for the remainder of the school year at the full time rate of 80% and half-time rate of 40% rather than the rate in Section 11.2.3.1 above.

11.2.3.3 CAL shall determine its ADMw for the period to be covered by reports given to the Participating Districts [using projected ADMw for the first reports specified below].

11.2.3.4 The calculation of the additional amounts under ORS 327.013 shall include, but not be limited to, an additional 0.2375 for each student in average daily membership eligible for and enrolled in English Language Learner program under ORS 336.079.

11.2.3.5 This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of charter schools.

11.2.4 **Reports to Districts.** CAL shall give written reports to the Participating Districts, containing the data set forth in Sections 11.2.1 and 11.2.3, on or before the tenth (10th) day of each of the following months of each school year: July, August, September, October, November, December, January, February, March, April, and May. The July and August reports (and possibly the September report), and thus the payments due from the District based on those reports, will be based on the CAL projected ADMw.

11.2.5 **Dates of Payments by Districts to CAL.**

11.2.5.1 Pursuant to ORS 338.155(8), the Sponsoring District shall send payment to CAL in the percentages set out by applicable law (generally 8.33% per month but currently 16.67% in July) within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095.

11.2.5.2 The parties recognize that there may be fluctuations from month to month in the total sum on which the monthly percentage amounts are calculated due to fluctuations in the Charter School ADMw during a school year, as well as due to possible changes in the state's determination of the general purpose grant or Charter Schools Rate, and thus the amount payable by the Participating District to the Charter School may change from month to month. There will be an adjustment with the final [May or June] payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the general purpose grant amount or Charter Schools Rate, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the general purpose grant amount or Charter Schools Rate that are not finalized until after the end of a school year.

11.2.6 **End of State Funding.** The financial commitment on the part of the Sponsoring District contained in this Agreement is subject to annual appropriation by the State of Oregon, and they have no obligation to fund charter school operations if State funding does not occur.

11.3 **Initial Budget; Annual Budgets.** On or before June 15th of each year, CAL shall submit to the Participating Districts its proposed budget for the following school year, so that they can review it as part of their consideration of CAL's financial stability. CAL shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.

11.4 **Fiscal Agent.** Gresham-Barlow School District will act as the fiscal agent for grant funds to CAL. Otherwise, CAL shall act as its own fiscal agent. With respect to collection and disbursement of funds, the Participating Districts shall mutually agree with CAL on who will act as the fiscal agent. The CAL board of directors and administration shall be responsible for budgetary planning and determination of day-to-day purchasing, staffing and other expenditures

11.5 **Fiscal Year.** The fiscal year of CAL shall begin on July 1 of each year and end on June 30 of the subsequent year.

11.6 **Financial Records, Audits and Accounting Reports.** CAL shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. CAL shall have audits performed in compliance with any applicable laws, as such laws may be changed from time to time. At the present time, ORS 338.095(3) requires CAL to have an annual audit of the accounts of CAL prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the Participating Districts, the State Board of Education, and the Department of Education. CAL shall provide a copy of its financial audit by November 1 of each year.

11.7 **Financial Management.** CAL shall operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations, provided that CAL's accounting method shall comply in all instances with governmental accounting requirements that explicitly apply to charter schools. Subject to this Agreement, CAL through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by CAL. CAL's budget and accounting system must be compatible with the District's budget and accounting system.

11.8 **Other Sources of Funds for CAL; Fund Raising.** In addition to the funding under Section 12.2, CAL may accept gifts, donations, grants and loans, including those described in ORS 338.155(9). CAL shall comply with all state and federal laws regarding reporting of charitable contributions. CAL shall record all gifts, donations, loans, and grants in the financial records required in Section 12.6. As provided in ORS 338.125(10), CAL may conduct fund-raising activities, but it shall not require a student to participate in fund-raising activities as a condition of admission to CAL.

12. Governance and Operation.

12.1 Corporate Status; Governing Board.

12.1.1 CAL is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. CAL shall govern and operate CAL as set forth in this Agreement, and the governing board of CAL will be the board of directors of CAL. The governing board shall be comprised of board members meeting the requirements of Section 13.1.4 and Section 13.6.

12.1.2 At the request of the Participating Districts, CAL will give them a copy of its Articles of Incorporation and Bylaws. If CAL makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the Participating Districts. If one or more of the Participating Districts believe that any such changes violate either this Agreement or state or federal law, they will so notify CAL. If CAL agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 19.8.

12.1.3 CAL's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of CAL, the assets of CAL that were purchased with

public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

12.1.4 CAL shall provide the addresses of these majority directors of CAL in CAL's annual report under paragraph 10.5 of this agreement.

12.2 **Exempt Status under Section 501(c)(3) of Internal Revenue Code.** CAL has obtained a letter from the IRS stating that CAL is qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

12.3 **Nonreligious, Nonsectarian Status.** As provided in ORS 338.035(8), CAL shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), CAL shall not violate the Establishment Clause of the First Amendment to the United States Constitution or section 5, Article I of the Oregon Constitution, or be religion based.

12.4 **Public Meetings.** CAL and its Board of Directors, when acting as the Governing Body of CAL, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690.

12.5 **Operational Powers.** Subject to applicable federal and state laws and any restrictions in this Agreement, CAL shall have authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law.

12.5.1 **Governing Board.** The governing board of CAL shall be a board of directors. This board shall be comprised of 7 members. A representative of each of the three Participating Districts and Mt. Hood Community College will comprise four members, while the remaining three appointees will come from the business community.

12.5.2 It is anticipated that one or more superintendents of Participating Districts may act as Board members of CAL. In the unlikely circumstance that one of the Participating Districts has a conflict with CAL over the terms of the Agreement, the superintendent of that Participating District shall recuse himself/herself from consideration on the issue in both his/her board member or superintendent capacity. Such superintendent shall appoint a designee from the Participating District to deal with the dispute on behalf of the Participating District.

12.5.3 **Steering Committee:** A steering committee comprised of the CAL director and the business managers from each Participating District high school may assist with the development of procedures that address logistical issues such as scheduling, transportation and budgeting.

12.5.4 **Advisory Committee:** An advisory committee may be composed to ensure that CAL's curriculum represents the quality necessary for student success in college or other professional training programs. Members would include students (one from each Participating District), staff members, parents (ideally one from each Participating District), and business representatives (one for each program area), and the CAL director who will serve in an ex-officio capacity. The advisory committee would recruit and sustain effective community partnerships, helping secure internships for

students and staff, and engage in other efforts, such as grant writing, to augment CAL's resources and learning opportunities. The advisory committee would also recommend changes in school policies or procedures to the CAL Director that better promote student learning.

12.5.5 CAL Director: CAL shall have a director who will function as the Board's executive officer to ensure effective and efficient operation of the instructional programs on a daily basis. The CAL Director will provide leadership to the staff, promote effective partnerships, and manage CAL resources effectively. This person will also ensure compliance with collective bargaining agreements as the provisions related to the employees at CAL. The CAL Director will be appointed by the superintendents of the Participating Districts, but will report to CAL's Board of Directors who will conduct an evaluation at least once every two years. The CAL Director will be an employee of CAL. The CAL Director will supervise CAL staff and advise the Board on all policy matters. The CAL Director will also be a member or act in an ex-officio capacity on all standing committees for CAL.

13. Employment Matters.

13.1 Gresham-Barlow School District as Employer: Gresham-Barlow School District will be the employer for the existing GBSD employees who are assigned to work at CAL and who are members of the GBSD licensed bargaining unit. All provisions of this Section 13 are subject to state and federal laws and applicable collective bargaining agreements, if any. Gresham-Barlow School District shall control the evaluation, supervision and discipline of these two existing GBSD employees who are assigned to CAL.

13.2 CAL as Employer: CAL is the employer of any employees who are not members of the GBSD licensed bargaining unit. CAL shall control the evaluation, supervision and discipline of these existing CAL employees. CAL also shall control the selection and hiring of new CAL employees.

13.3 Staff Hiring, Compensation, Benefits, PERS.

13.3.1 The Gresham-Barlow School District, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate its employees assigned to CAL, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits.

13.3.2 CAL, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate its own employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits.

13.3.3 CAL will be responsible for providing substitutes for all CAL teachers requiring substitutes.

13.3.4 The Gresham-Barlow School District will only employ teachers assigned to CAL who are licensed with the Teachers Standards and Practices Commission. For employees of CAL at least one-half of the total full-time equivalent (FTE) teaching and

administrative staff at CAL shall be licensed in accordance with ORS 338.135(7). For any individual hired by CAL as a teacher, CAL shall provide the participating Districts with evidence of certification, if any, or other qualification within 60 days after the individual's initial date of hire.

13.3.5 For any employee of a Participating District who chooses to work for CAL and who becomes an employee of CAL, any leave of absence from that Participating District shall be governed by ORS 338.135.

13.3.6 All employees of CAL are entitled to PERS contributions according to ORS 338.135(5).

13.3.7 CAL may enter into a contracted services agreement with Gresham-Barlow School District for the provision of payroll services for CAL employees.

13.3.8 **Employee Records.** Each Employer under this agreement shall be responsible for establishing and maintaining personnel records for its own employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. CAL shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

13.4 **Criminal Records Checks.** As provided in ORS 338.115, ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (relating to criminal records checks) shall apply to CAL. CAL shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15 of each school year that CAL is in operation under this Agreement, CAL shall provide to the Participating Districts a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law. CAL shall provide written verification of its compliance with this section to each sponsoring district by the October 15th date.

14. Application of and Compliance with Laws.

14.1 **Compliance with Laws; Non-Exemption from Certain Laws.** CAL shall comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to CAL, the following laws shall apply to CAL:

14.1.1 Federal law.

14.1.2 ORS 30.260 to 30.300 (Tort Claims).

14.1.3 ORS 192.410 to 192.505 (Public Records Law).

14.1.4 ORS 192.610 to 192.690 (Public Meetings Law).

- 14.1.5 ORS chapters 279A, 279B and 279C (Public Contracting Code).
- 14.1.6 ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
- 14.1.7 ORS 326.565, 326.575 and 326.580 (student records).
- 14.1.8 ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (Criminal Records Checks).
- 14.1.9 ORS 329.045 (academic content standards and instruction).
- 14.1.10 ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate).
- 14.1.11 ORS 329.496 (physical education).
- 14.1.12 The statewide assessment system developed by the Department of Education under ORS 329.485(1).
- 14.1.13 ORS 337.150 (Textbooks)
- 14.1.14 ORS 339.119 (consideration for educational services.
- 14.1.15 ORS 339.141, 339.147 and 339.155 (Tuition and Fees).
- 14.1.16 ORS 339.250(12) (prohibition of infliction of corporal punishment).
- 14.1.17 ORS 339.326 (notice concerning students subject to juvenile court petitions).
- 14.1.18 ORS 339.370, 339.372, 339.388 and 339.400 (reporting of abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct).
- 14.1.19 ORS Chapter 657 (Employment Department Law)
- 14.1.20 ORS 659.850 and 659.855 (Discrimination).
- 14.1.21 Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- 14.1.22 Statutes and rules that expressly apply to public charter schools.
- 14.1.23 Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109
- 14.1.24 Health and safety statutes and rules.
- 14.1.25 Any statute or rule that is listed in this Charter Agreement.
- 14.1.26 ORS 336.840 (use of personal electronic devices).
- 14.1.27 ORS Chapter 338.

14.2 **Waiver.** As provided in ORS 338.025(2), CAL may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. CAL shall give the Participating Districts a copy of any application for a waiver promptly after submitting it and shall give the Participating Districts a copy of any grant of a waiver promptly after receiving it.

14.3 **Amendment of Agreement to Conform to New and Changed Laws.** The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to charter schools. To illustrate, under Section 11.6 of this Agreement, CAL is required to have an annual audit prepared in accordance with the Municipal Audit Law, because ORS 338.095(3) requires this to be done. However, if ORS 338.095(3) were to be amended so that different audit standards were to apply to charter schools, the parties intend that thereafter they would be bound by the law as amended; CAL would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 12.6. If, at any time during the term of this Agreement, the state amends existing statutes or develops any new rules, regulations or statutes that may affect the terms of this Agreement, change restrictions or requirements on CAL, or otherwise affect CAL, CAL and the Participating Districts shall review this Agreement and conform it accordingly.

14.4 **School Policies.** CAL shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of CAL. CAL will make such policies available for review at the Participating Districts' request. CAL specifically adopts the Gresham-Barlow School District's discipline policy, and all parties agree that the Gresham-Barlow School District's discipline policy will apply to students enrolled at CAL. Each participating District is responsible for any disciplinary appeal process involving its own student attending CAL, and if the GBSD disciplinary policy adopted by CAL differs substantially from the discipline policies of any Participating District, that Participating District shall apply its own discipline policy. Each shall continue to be subject to their respective resident district's policies and rules during the time that student is attending classes or activities at their resident district.

15. Insurance and Indemnification.

15.1 **Insurance; Proof; Renewals.** CAL shall, at its own expense, secure and retain and provide proof of insurance of the types and in the amounts set forth in this Section 15. As provided in ORS 338.115(13), prior to beginning operation, CAL shall show proof of such insurance to the Sponsoring District; copies of certificates of insurance shall suffice as proof. If CAL fails to provide such a certificate within ten (10) days after demand by one or more Participating Districts, it or they may purchase the insurance required and bill CAL. CAL shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and CAL shall deliver to the Participating Districts certificates of such renewal policies before the expiration of any existing policy. For all insurance policies procured by CAL, CAL agrees to make each Participating District a named insured on that policy.

15.2 **Property Insurance.** The parties anticipate that CAL will enter into a lease or other agreement relating to the CAL facility. CAL shall ensure that such lease or other agreement provides that (a) the facility is to be insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by CAL]; and (b) such policy is a replacement cost policy.

15.3 **Commercial General Liability Insurance.**

15.3.1 CAL shall maintain a commercial general liability insurance policy (occurrence form) with respect to the CAL facility and the operation of CAL, in accordance with this Agreement. The policy shall be in effect no later than when CAL, or any of its employees, agents, or subcontractors, enters the CAL facility to do any work in connection with the CAL facility. CAL shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

15.3.2 Subject to the following sentence, the limit of CAL's policy shall be a minimum of \$2,000,000 for bodily injury and property damage per occurrence, \$2,000,000 annual aggregate. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, CAL's policy shall contain coverage for premises medical payments in a minimum amount of \$10,000.

15.3.3 Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 16.9 of this Agreement.

15.4 **Liability Insurance for Directors and Officers.** CAL shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 each policy year, covering CAL, the governing board of CAL, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

15.5 **Business Auto Liability Insurance.** CAL shall procure and maintain business auto liability insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

15.6 **Workers' Compensation Insurance.** CAL shall procure and maintain workers' compensation insurance pursuant to ORS chapter 656 on all CAL employees.

15.7 **Honesty Bond.** CAL shall procure and maintain an honesty bond to cover all employees and volunteers of CAL. Limits are to be determined by the CAL governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.

15.8 **Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the Participating Districts as additional insureds; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the State of Oregon; and (iv) shall contain a provision that they cannot be cancelled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.

15.9 Indemnification.

15.9.1 **CAL Indemnifies Participating Districts.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, CAL agrees to indemnify and hold the Participating Districts, their Boards, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of CAL (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with CAL's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Participating District Board members, officers, agents, or employees. CAL agrees to indemnify, hold harmless and defend the Participating Districts from all contract claims in which CAL has obligated them without the Participating Districts' prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of CAL that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

15.9.2 **Districts Indemnify CAL.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Participating Districts agree to indemnify and hold CAL, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Districts' operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any CAL or CAL Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any Participating District employee working at CAL whose negligent or wrongful act or omission is caused or directed by CAL. This indemnification shall not apply to any damages incurred regarding any act or omission of the Participating Districts or Participating District Boards that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

15.9.3 **Survival of Indemnification.** This indemnification, defense and hold harmless obligation on behalf of CAL and the Participating Districts shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

15.9.4 **Sponsoring Districts' Mutual Indemnification.** The Participating Districts agree to indemnify, defend and hold harmless each other, their board, agents and

employees harmless from all liability, claims and demands on account of injury, loss or damage caused by a Participating District, to the extent outlined in Sections 15.9.1 and 15.9.2.

16. Relationship between Districts and CAL.

16.1 **Full Faith and Credit.** CAL agrees that it will not extend the faith and credit of the Participating Districts to any third person or entity. CAL acknowledges and agrees that it has no authority to enter into a contract that would bind the Participating Districts. CAL's governing board has the authority to approve contracts to which CAL is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this Agreement.

16.2 **Districts' Disclaimer of Liability.** The parties to this Agreement expressly acknowledge that CAL is not operating as the agent, or under the direction and control, of the Participating Districts Boards except as required by law or this Agreement, and that the Participating Districts Boards assume no liability for any loss or injury resulting from CAL.

16.2.1 The acts or omissions of its directors, trustees, agents or employees;

16.2.2 The use and occupancy of the building occupied by CAL or any matter in connection with the condition of such building; or

16.2.3 Any debt or contractual obligation incurred by CAL.

17. Termination.

17.1 **Grounds for Termination.**

17.1.1 As provided in ORS 338.105(1), the grounds for termination of this Agreement by the Sponsoring District are as follows:

17.1.1.1 Failure to meet the terms of the Agreement or ORS Chapter 338.

17.1.1.2 Failure to meet the requirements for student performance.

17.1.1.3 Failure to correct a violation of a federal or state law that is described in ORS 338.115.

17.1.1.4 Failure to maintain insurance as described in this Agreement.

17.1.1.5 Failure to maintain financial stability.

17.1.1.6 Failure to maintain, for one or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065.

17.1.2 If one or more of the Cooperating Districts have reason to believe that CAL has materially breached this contract in one or more of the grounds set forth in subsection 17.1 above, it shall notify all Participating Districts of the breach. All Cooperating Districts shall have the right to bring material breaches to the attention of

each other and the Sponsoring District. Such notification must be in writing, with a copy to CAL.

17.1.3 In order to proceed with a termination under this section, all Participating Districts must agree in writing to proceed with contract termination. In the event at least one of the Participating Districts does not agree to terminate the contract under Section 17, the Participating Districts agree that those that wish to terminate the contract will be given the opportunity to withdraw from the contract, rather than to proceed with a termination of the contract.

17.1.4 In the event the Participating Districts cannot agree on termination of the contract, the parties agree to mediate this matter with a mediator mutually selected by the three Participating Districts. If mediation fails to result in a resolution, the Participating District that wishes to withdraw from the contract shall be entitled to do so.

17.2 Notice of Breach; Opportunity to Cure; Dispute Resolution.

17.2.1 The parties recognize that the grounds for termination in Section 17.1 may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and therefore the following process is agreed to as a means for dealing with alleged breaches of this Agreement.

17.2.2 If any of the Participating Districts believe that any breach of this Agreement by CAL has occurred, it will give CAL written notice setting forth the alleged breach.

17.2.3 If CAL agrees that a breach has occurred, CAL will cure the breach within thirty (30) days after the Participating Districts' notice was given. If, however, the breach is such that CAL, by acting with due diligence, could not reasonably complete the cure within such time, CAL shall not be in default unless CAL either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after the Participating District gives such notice.

17.2.4 If CAL does not agree that a breach has occurred, CAL will give the Participating Districts a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith to resolve their differences, and either party may at any time demand resolution of the dispute under Section 18.8.

17.3 Notice of Intent to Terminate; Hearing; Appeal.

17.3.1 If the breach by CAL has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the Districts may decide to terminate this Agreement, in which case it will give CAL 60 days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

17.3.2 CAL may appeal the Participating Districts' decision to terminate this Agreement directly to the District Boards. It will take the decision of the Sponsoring District's Board to terminate this agreement. CAL may respond to the allegations in the Participating Districts' written notification by offering documentary evidence and oral argument. The Participating Districts bear the burden of proving the allegations in the written notification by a preponderance of the evidence. CAL has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.

17.3.3 The District Boards' decision may only be appealed to the Oregon Department of Education according to ORS 338.105(3).

17.4 Prompt Termination for Health and Safety Reasons.

17.4.1 As provided in ORS 338.105(4), notwithstanding sections 17.1—17.3, the Sponsoring District may terminate this Agreement immediately and close CAL if CAL is endangering the health or safety of its students.

17.4.2 CAL's governing body may request a hearing from the Sponsoring District's decision on the termination of this Agreement under this subsection 17.4. The Sponsoring District shall hold a hearing within 10 days after receiving the request.

17.4.3 CAL's governing body may appeal a decision of the Sponsoring District under this subsection 17.4 to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

17.4.4 Throughout the appeals process, CAL shall remain closed at the discretion of the Sponsoring District unless the State Board of Education orders it to open CAL and not terminate this Agreement.

17.5 Termination by CAL; Dissolution.

17.5.1 As provided in ORS 338.105(7), CAL's governing body may only terminate the Agreement or dissolve or close CAL at the end of a semester, unless the Participating Districts agree to another date. If CAL intends to terminate this Agreement or dissolve or close CAL, it shall give notice to the Participating Districts at least 180 days prior to the proposed effective date of the termination, closure or dissolution.

17.5.2 If CAL should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of CAL, it is agreed that CAL's governing board shall supervise and have authority to conduct the winding up of the business and affairs of CAL; provided, however, that in doing so, the Participating Districts do not assume any liability incurred by CAL beyond the funds allocated to it by the Participating Districts under this Agreement. If CAL's governing board fails to conduct such winding up in accordance with applicable laws and standards, the Participating Districts may take appropriate legal action to do so. Upon dissolution, CAL must transfer all student education records to the Sponsoring District.

17.6 **Effects of Termination or Dissolution.** Until the effective date of termination of this Agreement, the Sponsoring District shall continue to make the funding payments under Section 12. As provided in ORS 338.105(5), termination of this Agreement shall not abridge CAL's legal authority to operate as a private or nonchartered public school. Upon dissolution or termination, all permanent records shall be transferred to the Participating Districts.

17.7 **Assets Currently Owned by CAL; Property Inventory Control.** CAL certifies that prior to execution of this Contract it does not own any assets that (a) were purchased with public funds and (b) CAL holds for the account of CAL. The parties acknowledge that CAL operates one or more other charter schools and nonprofit operations and that it may have acquired other assets with public funds relating to such other operations. CAL shall maintain records of purchase orders for all assets relating to CAL that cost \$5,000.00 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 17.8) or non-public funds. No later than October 15 of each year that CAL is in operation, CAL shall provide the Districts with a copy of this purchase order record for the preceding fiscal year.

17.8 **Definition of Public Funds.** For purposes of this Contract, public funds shall include any and all funds distributed to the CAL:

17.8.1 By the Participating Districts, pursuant to ORS 338.155 and ORS 338.165, and

17.8.2 By the Oregon Department of Education, including any and all federal grant funds that CAL may apply for and be awarded by the Oregon Department of Education, and

17.8.3 By any agency, division or branch of the United States Government, or any entity created by an agency, division or branch of the United States Government.

17.9 **Distribution of Assets upon Termination.**

17.9.1 This Section 17.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of CAL, or for any other reason that CAL ceases operations as a public charter school under this Contract.

17.9.2 If any of the foregoing events in Section 17.9.1 occurs, all assets purchased with public funds and still owned by CAL shall be given to the state Board of Education in accordance with ORS 338.105(6). CAL will be entitled to retain ownership of (a) any asset that is identified as being purchased with non-public funds, and (b) any other asset that CAL has acquired through the expenditure of non-public funds.

17.9.3 The parties acknowledge that assets costing less than \$500 may have little value at the time this Section 17.9 applies. Therefore, CAL will not be held responsible by the Participating Districts for identifying assets costing less than \$500 and purchased with public funds and giving them to the state Board of Education, but the Participating Districts do not waive any rights that the state Board of Education may have to enforce ORS 338.105(6). If CAL does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then

it shall be assumed that the asset was purchased with public funds, and upon termination the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

17.9.4 If one Participating District withdraws from the contract or otherwise terminates its relationship under this contract with CAL, it agrees that all money donated and equipment donated to CAL will remain at CAL until CAL is dissolved or the contract is otherwise terminated. After that time whatever equipment remains returns to the Participating District originally providing the equipment. If CAL is terminated, whatever assets were donated to CAL by particular Participating Districts shall return to that District. If money is distributed by the Oregon Department of Education following the termination of CAL, the Participating Districts will share in that money equally if all three Districts have terminated the Charter Agreement. If one or more Participating Districts have withdrawn from the contract, but CAL is later dissolved or terminated, then each Participating District shall share in the return of assets based upon the number of years that particular District was in the contract with CAL. For example, if all three Participating Districts terminate the contract after a period of five years, each District shares equally in the return of assets. However, if one District withdrew from the contract prior to the termination or dissolution of CAL, then that District would share in the percentage of the total number of years the charter school was in operation. For example, if the charter school is in operation for four years prior to dissolution, and one District was only involved in the contract for two of those four years, then that particular District would receive 0.5 of 33% or 16.665% of assets returned to the Districts because of their lesser participation in the length of the contract.

18. Miscellaneous Provisions.

18.1 **Entire Agreement.** This Agreement contains all terms, conditions and provisions of the agreement between the parties relating to creation and operation of CAL and contains the entire understanding and all representations, understandings, and discussions of the parties relating thereto. All prior agreements, representations, drafts, statements, understandings, and discussions are merged herein and superseded and cancelled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written agreement made concurrently herewith.

18.2 **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Agreement.

18.3 **Amendment.** This Agreement may be modified or amended only by written agreement between CAL and the Participating District Superintendents (or designee) or School Boards. The modification or amendment of this Agreement requires the unanimous written consent of the sponsoring District. If, at any time during the term of this Agreement, any party desires to amend the Agreement, it may send the proposed amendment(s) to the other parties, and thereafter the parties will in good faith discuss and negotiate possible amendments. This

subsection does not impose on either party any duty to accept any amendment proposed by the other party.

18.4 **No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

18.5 **Governing Law.** This Agreement shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

18.6 **Assignment; Successors and Assigns.** This Agreement may not be assigned by CAL under any circumstances, it being expressly understood that the charter granted by this Agreement runs solely and exclusively to CAL. This does not limit CAL's or CAL's right to enter into contracts and Agreements to the full extent allowed to charter schools under Oregon law. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement bind and benefit the legal representatives, successors and assigns of the parties.

18.7 **Notice.** Any notice, statement, demand, request, consent, approval or other communication (collectively referred to in this Section 18.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

18.7.1 By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);

18.7.2 By facsimile to the facsimile number set out on the execution page of this Agreement, provided that the original notice is sent by one of the other methods described in this Section or by first class U.S. Mail [notice by facsimile to be deemed effective when receipt either is acknowledged by the addressee or its office or is confirmed by confirming transmission equipment (provided this occurs before 5:00 p.m. Pacific Time on a business day, otherwise it will be deemed effective on the next business day)];

18.7.3 By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two (2) days after mailing); or

18.7.4 By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing.

18.8 **Dispute Resolution; Mediation.**

18.8.1 If any dispute arises between the Participating Districts and CAL concerning this Agreement, including, without limitation, an allegation of any breach or default, either party may request mediation of the matter. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. Mediation requires the consent of both parties, and nothing in this section shall be construed to require either party to mediation without that party's consent.

18.8.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

18.8.3 At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may request a hearing before and decision by the District Boards.

18.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred in any mediation.

18.8.5 As to any dispute that is not being determined through mediation, CAL may request a hearing before and decision by a panel comprised of one board member from each of the Participating District Boards. Each panel member's vote will be given weight equal to his or her district's ownership interest in the CAL Intergovernmental Agreement between the Participating Districts. For example, If GBSD's share in CAL is 49%, the vote of the GBSD panel member shall be weighted as 49% of the total vote. Any decision of the panel requires a simple majority vote. The panel's decision may be appealed to the GBSD Board, which may affirm, reverse or modify the panel's decision.

18.8.6 CAL may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

18.9 **Delegation by Participating Districts.** The parties agree and acknowledge that the functions and powers of the District Boards may be exercised by the Superintendent of a Participating District, or by the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal, or termination of this Agreement may be made only by the Participating District Boards.

18.10 **Prior Actions.** As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, CAL shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the Participating Districts to declare this Agreement null and void.

18.11 **CAL Authority to Enter Into Agreement.** CAL expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of CAL and that the Board of Directors of CAL has duly approved of this Agreement. At

the Participating Districts' request, CAL shall provide to the Districts a copy of its written resolution authorizing CAL to enter into this Agreement.

18.12 **Definition of Business Day.** For purpose of this Agreement, "business day" means a day in which the Participating Districts' administrative offices are open. "Business day" does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) District scheduled spring vacation, (f) any day(s) in which the administrative office is closed due to inclement weather, or (g) any day that the Participating Districts' administrative office is closed due to action taken by, or ordered to be closed by, the Districts' Board of Directors or the Board's designee, or the government of the City or County in which the Districts are located, or the State of Oregon, or the federal government.

EXECUTED this _____ day of _____, 2015.

CENTENNIAL SCHOOL DISTRICT 28J

By: _____

Title: School Board Chairperson

Address for notice purposes:
Sam Breyer, Superintendent
Centennial School District 28J
18135 SE Brooklyn Street
Portland OR 97236
Phone: 503-760-7990
Fax: 503-762-3689

GRESHAM-BARLOW SCHOOL DISTRICT 10J

By: _____

Title: School Board Chairperson

Address for notice purposes:
Jim Schlachter, Superintendent
Gresham-Barlow School District 10J
1331 NW Eastman Parkway
Gresham OR 97030
Phone: 503-618-2450
Fax: 503-661-1589

REYNOLDS SCHOOL DISTRICT 7

By: _____

Title: School Board Chairperson

Address for notice purposes:
Linda Florence, Superintendent
Reynolds School District 7
1204 NE 201st Avenue
Fairview OR 97024
Phone: 503-661-7200
Fax: 503-667-6932

CENTER FOR ADVANCED LEARNING

By: _____

Title: _____

Address for notice purposes:
Carol Egan
Center for Advanced Learning
1484 NW Civic Drive
Gresham, OR 97030
Phone: 503-667-4978

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Tim Drilling
Mike Schofield

DATE: May 7, 2015

RE: No. 12 – Lewis & Clark Montessori Charter School Breach of Contract

EXPLANATION: On February 13, 2015, the district received the 2013-14 financial audit from Lewis & Clark Montessori Charter School (LCMCS), which shows a negative ending fund balance of \$201,782. The district has not received any lease payments from LCMCS this school year for LCMCS's use of Deep Creek Elementary School.

Section 12.7 of the district's Charter Agreement (Agreement) with LCMCS states the charter school must "operate in accordance with generally accepted standards of fiscal management applicable to Oregon nonprofit corporations." Based on the information in the audit report and LCMCS's failure to stay current in making lease payments to the district, the district believes LCMCS has breached this provision of the Agreement. Accordingly, on March 5, 2015, district legal counsel sent written notification to LCMCS that the district believes LCMCS is in breach of the 2012-2017 Agreement.

As required by statute and the terms of the charter agreement, LCMCS has a minimum of 30 days from the March 5 breach notification in which to submit a plan to satisfactorily address the financial issues. District administration met with representatives of the charter school on March 25 and April 15 to receive information about the school's finances and the plan to address financial issues. Another meeting is scheduled for May 5.

To follow up the March 5 notice of breach, the board can consider three possible actions during tonight's meeting:

1. Determine the charter school has taken sufficient steps toward curing the breach and take no further action;
2. Determine the school has not taken sufficient steps toward curing the breach and declare the board's intent to terminate;

Board of Directors

Re: No. 12 – Lewis & Clark Montessori Charter School Breach of Contract

May 7, 2015

Page 2

3. Determine the school should be allowed additional time to cure the breach based on the District's suggestions for improvement of the school's financial status.

PRESENTER: Tim Drilling, Mike Schofield

SUPPLEMENTARY MATERIALS: None

RECOMMENDATION: The administration will present a recommendation for board consideration at the board meeting.

REQUESTED ACTION: No request for action is being made at this time, pending additional information from the charter school at the meeting scheduled for May 5.

TD:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Janell Black

DATE: May 7, 2015

RE: No. 13 – Alternative Education Programs for 2015-16

EXPLANATION: In compliance with Board Policy, IGBHA, and state law, ORS 581-022-1350, the board annually approves private and public alternative education programs contracted by the district. This spring, a multi-district team evaluated the alternative programs in Multnomah County to determine whether they should be included as an alternative program for district approval. The evaluation process covers requirements set forth by the Oregon Department of Education (ODE). Any alternative program under consideration must already have met ODE approval criteria.

The alternative programs being recommended for continuation into 2015-16 have met the evaluation criteria.

Five programs are being removed from the list for 2015-16:

1. Portland Community College - MAP
2. Portland Community College - Gateway to College
3. Portland Community College - Youth Empowered to Succeed (YES)
4. Alpha High School
5. Alpha Middle School

The Portland Community College programs are no longer available to districts. Multnomah Education Service District's Alpha School will close at the end of this school year.

The list of recommended alternative education programs is included in your materials.

Board of Directors
Re: No. 13 – Alternative Education Programs for 2015-16
May 7, 2015
Page 2

PRESENTER: Janell Black

SUPPLEMENTARY
MATERIALS: List of Alternative Programs for 2015-16

RECOMMENDATION: This list of alternative programs is being provided for first reading only and will be presented for approval at the next board meeting.

REQUESTED ACTION: No action necessary at this time; adoption will be requested at a subsequent meeting.

JB:lc

000000Alternative Education Programs
2015/2016 School Year

Program	Age Level	Student Profile	14/15 Cost 15/16 Cost TBD
Co-Instructional Tutoring at the student's home or in a neutral location outside the school setting	Grades K-12	Both non-disabled and disabled temporarily homebound students with health, safety, and/or behavior issues preventing school attendance on a short-term educational basis.	\$25.00 per hour, plus mileage between tutoring sites
Columbia Regional Deaf/Hearing Impaired Classrooms 833 NE 74th, Portland, OR 97213 503-916-5570	Grades Pre K-12	Deaf or hard of hearing students needing a focus on intense language and communication instruction and eligible for regional services. English Language Learner services are not provided. District must provide own related services.	\$37,225 per year K-12; additional interpreter cost depends on the amount of services provided
Four Corners-Reynolds S.D. 14513 SE Stark Street Portland, OR 97233 503-328-0420	Grades K-8	Disabled students with extreme emotional and behavioral barriers to accessing their education. These students typically have accompanying mental health challenges.	Special Education \$194.15 per day \$36,500 per year
Mt. Hood Community College Alternative Education Program GED Program 2600 SE Stark Street Gresham, OR 97030	Ages 16-21	Non-disabled young adults in need of help to prepare for the GED examination, establish course goals, find employment, and transition to college classes. Special Education and English Language Learner services are not provided.	Dependent on the number of credits the student takes
Mt. Hood Community College Alternative Education Program YESS Program 26000 SE Stark Street Gresham, OR 97030 503-491-7641	Ages 16-21	Non-disabled 16-20 year old students, living in Mult. Co., with an academic performance level at 6th-7th grade. Seventy percent of these students live under the federal poverty level. The program is income based. Special Education and English Language Learner services are not provided.	Dependent on the number of credits the student takes
Multnomah Education Service District Arata Creek School 2470 SW Halsey Troutdale, OR 97060 503-262-4850	Grades K-12	Disabled students with persistent behavioral challenges who benefit from a leveled management system with clear behavioral and academic expectations for each level. English Language Learner services are not provided.	\$223.30 per day \$40,194 per year
Multnomah Education Service District Arata Creek School (Behavioral Health Classroom) 2470 SW Halsey Troutdale, OR 97060 503-262-4850	Grades K-12	Disabled students with persistent behavioral challenges who benefit from a functional living skills curriculum.	Special Education \$228.27 per day \$41,089 per year

**000000Alternative Education Programs
2015/2016 School Year**

Multnomah Education Service District Functional Living Skills Alternative Behavior Program Pathways Site/Local school settings	Grades K-12 and Ages 18-21	Moderately to profoundly disabled students in need of a functional living skills curriculum with emphasis on behavioral services, that include intensive individual daily monitoring.	Special Education \$535.22 per day \$96,340 per year
Multnomah Education Service District Functional Living Skills Program/Local school settings 11611 NE Ainsworth Portland, Or 97294	Grades K-12 and Ages 18-21	Moderately to profoundly disabled students in need of a functional living skills curriculum.	Special Education \$353.36 per day \$63,604 per year
Multnomah Education Service District Helensview School - Phoenix 8676 NE Sumner Portland, OR 97220 503-262-4150 (Alternative Program)	Ages 12-21 Grades 6-12	Both disabled and non-disabled pregnant and/or parenting at-risk teens with gang affiliation, drug and alcohol issues and/or criminal histories who benefit from comprehensive wrap-around social, behavioral, academic and mental health support.	\$14,374 per year
Multnomah Education Service District Helensview School- Rise 8676 NE Sumner Portland, OR 97220 503-262-4150 (Alternative Program)	Ages 12-21	Both disabled and non-disabled students with gang affiliation, drug and alcohol issues and/or criminal histories who have previously dropped out of school, are interested in returning and would benefit from a comprehensive wrap-around social, behavioral, academic and mental health program including gang, drug and alcohol issues, and criminal histories.	General Education \$39.93 per day \$7,187 per year Special Education \$79.86 per day \$14,374 per year ELD Education \$59.89 per day \$10,781 per year
Multnomah Education Service District Helensview School-Trellis 8676 NE Sumner Portland, OR 97220 503-262-4150 (Alternative Program)	Ages 12-21	Both disabled and non-disabled students returning from incarceration who would benefit from a comprehensive wrap-around social, behavioral, academic, and mental health program that addresses gang, drug and alcohol, and criminal issues.	General Education \$39.93 per day \$7,187 per year Special Education \$79.86 per day \$14,374 per year ELD Education \$59.89 per day \$10,781 per year

**000000Alternative Education Programs
2015/2016 School Year**

<p>NAYA Early College Academy 5135 NE Columbia Blvd. Portland, Or 97218 503-972-2461</p>	<p>Grades 9-12</p>	<p>Non-disabled Native American/Alaskan Native youth who are credit deficient and have difficulty fitting into a larger school. Students may generally be introverted and/or gang effected but have a degree of engagement. NAYA is a culturally specific high school that centers curriculum on students with Native American values. Special Education services are not provided.</p>	<p>General Education \$41.00 per day/depending on the contract ELD education at additional cost</p>
<p>The Open School 15840 SE Taylor Street Portland, OR 97233 (Alternative Program)</p>	<p>Grade 7</p>	<p>Students who, in sixth grade, met two or more of the early warning indicators of low attendance, low academic performance on statewide assessments, received failing grades in language arts and/or mathematics, and have received two or more disciplinary office referrals resulting in lost time in school. Special Education is the responsibility of each partnering district.</p>	<p>To be determined- Based on 2015-2016 Average Daily Membership rate established by the Oregon Department of Education</p>
<p>Oregon Outreach Hinton High-David Douglas S.D. 208 SE 148th Street Gresham, OR 97233 503-328-0303 (Alternative Program)</p>	<p>Grade 6-12</p>	<p>Both disabled and non-disabled at-risk students with a history of being unsuccessful in public school due to attendance, school behaviors or academic concerns who are in need of small group instruction, individualized, contract-based learning and job skills.</p>	<p>\$52 half day (same cost for general education and special education)</p>
<p>Portland Youth Builders SE 92nd Ave. Portland, OR 97266 503-286-4816</p>	<p>Ages 17-24</p>	<p>Non-disabled students who have dropped out of high school or are at risk of dropping out and experience one or more barriers to successful employment. Only students who are eligible for free and reduced lunch are eligible to attend. (SWD and ELL) not served. GED based. They are very selective who they accept.</p>	
<p>Rosemary Anderson High School - East 124 NE 181st Ave. Gresham (Alternative Program)</p>	<p>Grades 9-12</p>	<p>Both non-disabled and disabled students who have dropped out or are at the highest risk of dropping out of high school due to encountering barriers to educational success, including gang and juvenile justice involvement, substance abuse, family problems, homelessness, poverty, teen pregnancy and a variety of school problems as evidenced by persistently low attendance, high mobility, low academic performance, credit deficiency, behavior challenges, discipline and possibly formal expulsion. 1 to 9 ratio.</p>	<p>General Ed 36.00 per day 6,264.00 per year ELD Education 54.00 per day 9,396.00 per year Pregnant & Parenting 72.00 per day 12,528 per year</p>
<p>Serendipity School 14815 SE Division Portland, OR 97292 503-761-7139</p>	<p>Grades K-12</p>	<p>Disabled students with extreme behaviors, internalized and externalized behaviors, processing disorders, struggling from traumatic life events who need integrated mental health treatment along with their individualized education.</p>	<p>Special Education \$4,215 per month (5 students or less) \$42,150 per year</p>

**000000Alternative Education Programs
2015/2016 School Year**

<p>SERP Enterprises 2601 SE 160th Ave. Portland, OR 503-761-7253 School: 21512 SE Stark St. Gresham, OR 503-491-9312</p>	<p>Ages 18-21 (will accept some students ages 15-17)</p>	<p>Disabled students who require one-on-one transitional support with paid work experience and tutoring in academics.</p>	<p>Special Education \$1,750 per month \$17,500 per year</p>

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Mike Schofield

DATE: May 7, 2015

RE: No. 14 – RFP Award: Nutrition Services

EXPLANATION: As required, the administration issued a Request for Proposal (RFP) for food services. The RFP was reviewed by the Oregon Department of Education Child Nutrition Services department prior to issuance. The RFP was advertised and released on March 18, 2015.

Legislation requires school districts to determine whether it is feasible to perform the contract with its own workforce and resources and, if so, conduct a cost analysis. A feasibility review concluded that the district does not have the experience, technical or other expertise necessary to manage and provide a nutrition services program. The district does not have the trained staff necessary to produce and provide meals and menus that meet or exceed the United States Department of Agriculture (USDA) guidelines. The district does not employ registered dietitians and nutritionists needed to guarantee the delivery of correct nutrients while also expanding the variety of choices for our students. The district does not have the necessary general management expertise to manage nutrition services in the district.

One proposal was received and was opened at 2 pm on Thursday April 16, 2015. The lone proposal was submitted by Sodexo, the current provider for Gresham-Barlow School District. An evaluation committee composed of a board member and three administrators reviewed the proposal. In addition, a pre-proposal meeting site tour and reference checks were also conducted.

Based on the proposal received and excellent input from the evaluation committee, the committee recommends that the board award the contract to Sodexo. The next step will be a review of the proposed contract by the Oregon Department of Education's Child Nutrition Program.

Board of Directors
Re: No. 14 – RFP Award: Nutrition Services
May 7, 2015
Page 2

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: Proposed LEA – FSMS Contract, Gresham-Barlow School District 10Jt & Sodexo America, LLC

RECOMMENDATION: The evaluation committee recommends the board award the contract to Sodexo. The contract will be effective July 1, 2015 through June 30, 2016, with four annual renewals.

REQUESTED ACTION: This recommendation is presented as a first reading. Action to award the contract will be recommended at the June 4, 2015, board meeting.

MS:mkh:lc

OREGON DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS

LEA - FSMC Contract

Gresham-Barlow School District 10Jt
&
Sodexo America, LLC

(Fixed Price)

ARTICLE I
INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated July 1, 2015 is between Gresham Barlow School District, hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, hereafter called the Food Service Management Company (the FSMC).

1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the LEA retains the FSMC to manage and operate the LEA's food service for the LEA's students, employees, visitors, and guests.

1.3 Term of the Agreement. The initial term of this agreement commences on July 1, 2015, and continues until June 30, 2016. The agreement is subject to maximum four (4) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in the Article concerning General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to donated foods.

1.4 Integration of Terms. The terms of this agreement shall be in accordance with the Request of Proposal (RFP) and any amendments to the RFP and the proposal submitted by the FSMC, which are incorporated by reference into this agreement. In the event contradictory statements are contained in the RFP, the FSMC proposal and this agreement, the following order of precedence shall apply: agreement, RFP, FSMC proposal.

ARTICLE II
RELATIONSHIP OF THE PARTIES

2.1 Limited Agency. To the extent that the state or federal statutes or regulations require that the FSMC shall be an agent of the LEA for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the LEA's agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venture, tenant or servant of the LEA.

2.2 Responsibilities of FSMC.

A. As agent, the FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the LEA in accordance with the terms and conditions of this agreement.

B. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.

D. The FSMC agrees to conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 245, 250 and FNS instructions and policies as applicable.

E. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this agreement.

F. The FSMC agrees to procure processed end products from donated foods on behalf of the LEA in accordance with 7 CFR 250.

G. The FSMC agrees to furnish the LEA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

H. The FSMC agrees that it will not itself enter into the processing agreement with the processor.

I. The FSMC agrees to comply with the storage and inventory management requirements for donated foods. 7 CFR 250.14(b)

J. The FSMC agrees to comply with the SFA's free and reduce priced meal policies. The information cannot be used or possessed by the FSMC for any use other than to determine eligibility for free and reduced meals.

K. The FSMC will follow the LEA's established policy regarding marketing/advertising within school district buildings.

2.3 Rights of LEA.

A. The LEA shall supervise and retain control of the FSMC's daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices. Authorized representatives of the LEA shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this agreement to ensure conformance with program regulations through periodic on-site visits. 7 CFR 210.16(a)(2)(3)(4).

B. The LEA may make reasonable regulations with regard to all matters under its' supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.

C. The LEA shall retain control of the school food service account and overall financial responsibility for the school nutrition program. 7 CFR 210.19 (a)(1).

D. The LEA shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced Price Policy Statement, and all claims for reimbursement. 7 CFR 210.9(a)(b); 210.16(a)(5).

E. The LEA shall be responsible for all contractual agreements entered into in connection with the school nutrition program. 7 CFR 210.21; 210.19(a)(1); and 3015.

F. The LEA shall implement internal controls and ensure resolution of program review and audit findings. 7 CFR 210.8(a), 210.9(b)(17) ,210.18(k)(1)(2).

G. The LEA shall provide a 21-day cycle menu attached as appendix A. The FSMC must adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with approval of the LEA. 7 CFR 210.16(b)(1).

H. The LEA shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(a)(8).

I. The LEA shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. 7 CFR 210.16(a)(7).

J. The LEA shall distribute and collect the parent letter and application for free and reduced price meals. 7 CFR 245.6.

K. The LEA shall establish a policy for providing meals to students without adequate funds. The LEA policy will protect students by providing equal services to all students. The FSMC will defer to the LEA's policy in providing meals. The FSMC will bill the LEA for the meals served with the LEA payment from funds other than non-profit food service funds.

L. The LEA shall [determine eligibility and verify applications for free and reduced price meal benefits and] conduct any hearings related to such determinations. 7 CFR 245.6, 6a, 7, 10.

M. The LEA shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. 7 CFR 210.9(b)(15).

N. The LEA shall establish commodity processing agreements. 7 CFR 250.51(a).

O. The LEA shall retain title to donated foods. 7 CFR 210.16 (a) (6).

ARTICLE III FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and serve meals for the schools/sites listed in Appendix A. The LEA and the FSMC may agree to add other locations.

3.1a Programs. The FSMC shall prepare and serve meals for the LEA acting as a sponsor of **one or more** of the following USDA Child Nutrition Programs:

- ◆ National School Lunch Program (NSLP)
- ◆ School Breakfast Program (SBP)
- ◆ Special Milk Program (SMP)
- ◆ After School Snack Program
- ◆ Fresh Fruit and Vegetable Program (FFVP)
- ◆ Summer Food Service Program (SFSP)
- ◆ Child and Adult Care Food Program (CACFP) Please note a new ruling FSMCs can administer this program
At Risk Snacks/Suppers, and Child Care Programs

3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as Appendix B. For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the LEA. Changes in the menu may later be made with approval of the LEA. 7 CFR 210.16 (b) (1).

3.3 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, milk service, a la carte food, and vending items in accordance with the following terms:

A. All reimbursable lunches, breakfasts, suppers and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable.

B. Prices to be charged for meals, and snacks during the current contract year shall be established by the LEA (7CFR 210.16(a)(4)).

C. The LEA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the LEA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals.

D. The FSMC shall collect gross sale receipts, on behalf of the LEA, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the LEA.

3.4 Nutrition Awareness Programs. In cooperation with the LEA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 Special Diets. The FSMC shall supply special diets for students where medically necessary and when prescribed by licensed physician for disabled students, or medical practitioner, for non-disabled students, in accordance with USDA and ODE regulations, and approved in writing by the LEA.

3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the LEA's Food Service Advisory Committee, consisting of students, parents, and LEA staff in developing menus and other food service programs.

3.7 Catering. Upon request by the LEA, the FSMC shall provide catered food service at times and prices mutually agreed upon. For all LEA sponsored and third party functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the LEA and representatives of third party organizations, which shall pay the LEA directly. Such invoices will be submitted by the FSMC by the end of the current month. Any invoice payments received by the FSMC shall be immediately delivered to the LEA's Accounting Department. The LEA shall be responsible for collecting amounts due on food service accounts receivable invoices. The FSMC shall provide the LEA with copies of invoices and an invoice control log within ten (10) days after the end of each month. Costs of catered functions shall not be supported by the nonprofit food service account funds.

3.8 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."

3.9 Energy Policy and Conservation Act Compliance. The LEA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this agreement, and as employer for all management food service employees [and non-management foodservice employees], the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

3.11 Debarment Certification. The FSMC shall complete and submit to LEA the US Department of Agriculture Certification Regarding Debarment. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the LEA a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.13 “Buy American” Provision. Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products with non profit school food service account funds.

ARTICLE IV MANAGEMENT AND PERSONNEL

4.1 FSMC Management and Professional Employees. The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein.

4.2 Non-Management Employees. All non-management food service employees shall be employees of the FSMC. The FSMC managers shall direct and supervise the food service employees.

4.3 Student Workers. The LEA has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the LEA may assign students for work in the food service operation in such numbers as are agreed upon between the LEA and the FSMC.

4.4 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security, and unemployment taxes and workers’ compensation payments.

4.5 Workers’ Compensation Insurance. The FSMC shall procure Workers’ Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the LEA.

4.6 Nondiscrimination. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where

applicable political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint form, found online at http://www.ascr.usda.gov/compliant_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form, or letter to by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW., Washington, D.C. 20250-9410, by fax (202) 845-7442 or by email at program.intake@usda.gov.

Individual who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

ARTICLE V INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

5.1 Inventories of Food and Supplies. Prior to the commencement of the term of this agreement, the existing food and operational supplies shall be delivered and charged to the FSMC for the performance of this agreement. The cost of food and operational supplies ordered by FSMC on behalf of the LEA in performance of this agreement shall be paid for by the FSMC. The inventory of food (other than USDA Foods) and operational supplies shall remain the FSMC'S property.

A. Any federally donated commodities received by the LEA and made available to the FSMC shall be used only for the benefit of the LEA's nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. Bonus commodity items must be used to reduce the cost of meals, but not replace purchased products. The value of commodities is the average USDA purchase price as listed by ODE. Notwithstanding the foregoing, if, upon termination of the Agreement, there remains USDA donated commodities that have not been used but have been credited (other than ground pork, ground beef, or processed end products), then the LEA may, at its discretion and in accordance with USDA regulations, mutually agree with the current FSMC on other use or disposition of such commodities. This agreement could include the removal of such products by the current FSMC.

B. The FSMC may store and inventory donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods. Any commodity processing contracts shall be established by the LEA.

C. All goods, services, and monies received as a result of rebate under a processing contract must be used in the LEA's nonprofit food service.

D. FSMC representative must have authorization from LEA to have access to commodity ordering system and the name of authorized representative on file with the SA.

5.2 Small wares. The FSMC shall furnish the necessary smallwares, including trays, dishes, glassware, flatware, serving utensils, and the like.

5.3 Office Facilities. The LEA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the LEA in good condition upon termination of this agreement, ordinary wear and tear excepted.

5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the LEA's food service facilities.

A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

B. The LEA shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers.

C. If the LEA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the LEA for any costs incurred.

D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated there under for any facility outside the school in which it prepares meals and at LEA facilities.7 CFR 210.16(c)(2).

E. The LEA shall be responsible for compliance relating to structural and equipment matters.

5.5 Maintenance. The LEA shall provide, at the LEA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment. If the FSMC is required by an outside

maintenance service to make payment at the time of service, the LEA shall reimburse the FSMC for such payments made.

5.6 Condition of Facilities and Equipment. The LEA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the LEA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the LEA of such notification.

5.7 Transportation Equipment and Vehicle. The LEA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the LEA.

5.8 Nonconforming Facilities and Equipment. Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

ARTICLE VI FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The LEA and the FSMC have mutually agreed upon the fixed price per meal as follows:

SBP

-Breakfast \$3.215 per meal (3 breakfasts = 1 meal)
-Meal Equivalents \$3.215 per meal based on \$3.3125 rate

NSLP

-Lunch \$3.215 per meal (1 lunch = 1 meal)
-Snack \$3.215 per snack (4 snacks = 1 meal)
-Meal Equivalents \$3.215 per meal based on \$3.3125 rate

SFSP

-Breakfast \$3.215 per meal (3 breakfasts = 1 meal)
-Lunch \$3.215 per meal (1 lunch = 1 meal)
-Snack \$3.215 per snack (4 snacks = 1 meal)
-Meal Equivalents \$3.215 per meal based on \$3.3125 rate

VENDED MEALS

-Breakfast	\$3.215 per meal (3 breakfasts = 1 meal)
-Lunch	\$3.215 per meal (1 lunch = 1 meal)
-Snack	\$3.215 per snack (4 snacks = 1 meal)
-Meal Equivalents	\$3.215 per meal based on \$3.3125 rate

CACFP PROGRAM

-Suppers	\$3.215 per meal (1 Supper = 1 meal)
-Breakfast	\$3.215 per meal (3 breakfasts = 1 meal)
-Lunch	\$3.215 per meal (1 lunch = 1 meal)
-Snack	\$3.215 per snack (4 snacks = 1 meal)

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

2. For cash meal sale other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the sum of the current school year free meal reimbursement rate and the commodity value. (Example: The meal equivalency rate = \$3.06 plus \$0.2525 equals \$3.3125 and Lunch Equivalents = total Ala Carte dollars divided by \$ 3.3125).

B. The FSMC shall submit the following supporting documents to the LEA monthly:

- Daily meal counts by benefit category by school for each program
- Daily menu production records by program
- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales

C. Expenses paid by the FSMC and not charged to the LEA or the food service operations include, but are not limited to:

- Reports filed to the State
- Corporate income tax

D. Crediting Value of Commodities Received by the LEA – The FSMC must credit the LEA for the value of all donated food received, entitlement and bonus, for use in the LEA's meal service during the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by LEA for the NSLP meals served. The value of commodities for

entitlement and bonus is the average USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value.

6.2 Invoice Due Date. Invoices submitted to the LEA by the FSMC will be paid according to the LEA's "Accounts Payable Cut-Off Schedule," attached as Appendix C. If invoices are received in the LEA's Accounting Department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that does not pass audit. The LEA shall pay all amounts when due. If the LEA does not make a payment when due, the FSMC may charge interest or a late fee on the past due receivable; however, the LEA may not pay the interest or late fee with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).

6.3 Operating Statements. The FSMC shall submit monthly operating statements to the LEA by the fifteenth (15th) of the next month. This statement shall reflect all activity for the calendar month.

6.4 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this agreement shall be available to representatives of the LEA, state agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

6.5 Renegotiation of Financial Terms The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI For Food Away from Home. The specific CPI used is: CPI-U All Urban Consumers: US City Average Food Away From Home. Use the CPI for the 12 month period of March of 2015 to March of 2016.

6.6 Financial Reconciliation. Within ninety (90) days of the end of the school year, the parties shall complete a reconciliation of the annual operational financial report, which the report shall be signed by the parties as being true and correct.

6.7 Break-Even Guarantee: The LEA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve, at a minimum, financial break-even, defined, as "generated program revenues will be sufficient to cover the fixed price per meal for all meals served plus LEA direct and indirect costs as set forth in this Section.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

7.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, purchasing, sanitation, health, and safety of the food service operations. The FSMC will comply with all requirements of the National School Lunch Program, the School Breakfast Program, the Special Milk Program, the Summer Food Service Program and the Child and Adult Care Food Program [as applicable] and shall procure and maintain all necessary licenses and permits. The LEA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.

7.2 USDA Child Nutrition Program. In order to assist the LEA participation in the following Child Nutrition Programs:

- ◆ National School Lunch Program (NSLP)
- ◆ School Breakfast Program (SBP)
- ◆ Special Milk Program (SMP)
- ◆ After School Snack Program
- ◆ Fresh Fruit and Vegetable Program (FFVP)
- ◆ Summer Food Service Program (SFSP)
- ◆ Child and Adult Care Food Program (CACFP)

A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the LEA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

B. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the LEA to support its claims for federal and state reimbursements. The FSMC shall submit to the LEA a monthly meal reimbursement claim report including all meals served under all programs operated by the LEA for the LEA to submit to the Oregon Department of Education.

C. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the LEA, State Agency, the US Department of Agriculture, and the Comptroller General or their duly authorized representatives to ensure compliance with program requirements and the management and use of donated foods.

D. The FSMC must maintain the following records relating to the use of the donated foods:

- 1) The donated food and processed end product received from or on the behalf of the LEA for use in meal service.

2) Documentation that it has credited the LEA of the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.

3) Documentation of the FSMC's procurement of processed end products on behalf of the LEA.

7.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the LEA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than two million dollars (\$2,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the LEA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the LEA. The policies for \$2,000,000 coverage shall also name the LEA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

7.4 Waiver of Insurance Subrogation. Neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief. The parties waive all rights of recovery against each other for loss or damage to the waiving party occasioned by any such peril insured against under any policies insuring the waiving party's real or personal property.

7.5 Trade Secrets. During the term of this agreement, the FSMC shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents regularly used in the operation of the FSMC's business. Information so designated and identified shall be treated as confidential by the LEA, and the LEA shall exercise the same level of care in maintaining the confidences of the FSMC as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this agreement. The LEA shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this agreement. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this agreement. Nothing in this section prohibits the Federal government's rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.

7.6 Assignment. This agreement may not be assigned by either party, in whole or in part, without the written consent of the other party.

7.7 Notice. Any notice or communication required or permitted under this agreement shall be in writing and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the LEA: Gresham-Barlow School District
 Attn: Michael D. Schofield, Chief Financial Officer
 1331 NW Eastman Parkway
 Gresham, OR. 97030

Notices to the FSMC: Sodexo America, LLC
 Sodexo School Services
 Attn: Ted Monk, Senior Vice President
 10220 SW Greenburg Rd #250
 Portland OR 97223

Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

7.8 Attorney's Fees. If any action or proceeding is necessary to enforce the provisions of this agreement, including any claim or demand, or to interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.

7.9 Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

7.10 Cure Period. If either party, SFA and FSMC, commits any material breach or default of any of the obligations required of it in this agreement under this contract, such breach, default or failure shall be cured within ten (10) business days of written notice of failure by the injured party. In either case, if a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party with the sixty (60) day period as described in paragraph 7.11 below. This letter should be countersigned by the receiving party and the letter should become an amendment to this agreement.

7.11 Termination.

A. Termination for Convenience: This contract may be terminated at any time by the mutual written consent of the parties. Either party may terminate this agreement without cause. Either the LEA or the FSMC shall give not less than sixty (60) days written notice of the intention to terminate for convenience.

B. Termination for Cause: If either party fails to comply with any of the obligations required of it in this agreement the injured party may give a written notice of Termination. Following receipt of written notice the contract will be terminated in sixty (60) days.

C. At the point of termination the FSMC will surrender to the LEA all program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.

D. When a contract terminates and is not extended or renewed the FSMC must return all unused donated ground beef, donated ground pork, and processed end products to the LEA. The LEA will ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA's meal service in a school year.

7.12 Remedy. If either party, LEA and FSMC, commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform the Work under this Contract in accordance with its terms, such breach, default or failure shall be cured within (10) ten business days of written notice by the injured party. Failure to cure or remedy shall be grounds for Termination for Cause.

7.13 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity.

7.14 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

7.15 Amendments to the Agreement. Each of the Articles and Appendixes shall remain in effect throughout the term of this agreement unless the parties mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

7.16 Sanctions. For breach of the agreement and associated benefits:

A. The Oregon Department of Education shall be notified immediately of termination action and reason for termination.

B. The name of either party who has caused the breach shall be kept on record by the Oregon Department of Education for information and action if necessary when co-signing future agreements.

C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the LEA in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

SO AGREED:

Print Name	Signature of FSMC Authorized Representative	Title	Date
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Print Name	Signature of LEA Authorized Representative	Title	Date
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Appendix A

GRESHAM BARLOW SCHOOL DISTRICT “21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST

All Proposers are to use the following 21-Day Cycle Menus for Elementary Lunch and Breakfast in their response to this RFP. Proposer shall adhere to this menu for the first 21 days of service during the 2015-2016 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
<p>Hot Ham & Cheese Melt with Oven Baked Fries Baked Cheese Pizza on Whole Wheat Crust Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Whole Grain Waffles</p>	<p>Cheesy Nachos on Corn Tortilla Chips Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat</p> <p>Breakfast: Breakfast Sausage Pizza</p>	<p>Western BBQ Bacon Burger Baked Pepperoni Pizza on Whole Wheat Crust Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat</p> <p>Breakfast: Sausage & Cheese Pancake Sandwich</p>	<p>Country Style Chicken over Mashed Potatoes & Gravy Cheeseburger on Whole Wheat American Club Sandwich on Wheat</p> <p>Breakfast: Cheesy Scrambled Eggs w/Toast</p>	<p>Baked Chicken & Waffles Bean & Cheese Enchilada Crispy Chicken Salad with Wheat Roll Lift-Off's Cracker Stacker</p> <p>Breakfast: Fruit & Granola Yogurt Parfaits</p>
Day 6	Day 7	Day 8	Day 9	Day 10
<p>Grilled Cheese Sandwich with Oven Baked Fries Whole Grain Corndog Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Whole Wheat French Toast Sticks</p>	<p>Whole Grain Spaghetti with Meat Sauce Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat</p> <p>Breakfast: Cheesy Egg Omelet with Toast</p>	<p>Sloppy Joe's on Whole Wheat with Baked Tater Tots Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat</p> <p>Breakfast: Iced Mini Cinnamon Roll</p>	<p>Orange Chicken Stir-Fry over Brown Rice Cheeseburger on Whole Wheat American Club Sandwich on Wheat</p> <p>Breakfast: Sausage & Cheese English Muffin</p>	<p>Pizza Dippers w/ Spaghetti Sauce Chicken Nuggets w/ Baked tater Tots Crispy Chicken Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Pancake & Sausage on a Stick</p>
Day 11	Day 12	Day 13	Day 14	Day 15
<p>Chicken Parmesan Sandwich with Baked French Fries Baked Cheese Pizza on Whole Wheat Crust Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Whole Grain Waffles</p>	<p>Taco Tuesday on Whole Wheat Tortillas Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat</p> <p>Breakfast: Breakfast Sausage Pizza</p>	<p>Baked Lasagna with Whole Wheat Roll Baked Pepperoni Pizza on Whole Wheat Crust Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat</p> <p>Breakfast: Sausage & Cheese Pancake Sandwich</p>	<p>Country Style Chicken over Mashed Potatoes & Gravy Cheeseburger on Whole Wheat American Club Sandwich on Wheat</p> <p>Breakfast: Cheesy Scrambled Eggs w/Toast</p>	<p>Cheesy Nachos on Tortilla Chips Bean & Cheese Burrito Crispy Chicken Salad with Wheat Roll Lift-Off's Cracker Stacker</p> <p>Breakfast: Fruit & Granola Yogurt Parfaits</p>
Day 16	Day 17	Day 18	Day 19	Day 20
<p>Pizza Dippers with Spaghetti Sauce Whole Grain Corndog Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Whole Wheat French Toast Sticks</p>	<p>Beefy Gravy & Mashed Potatoes with Wheat Roll Chicken Patty Sandwich on Whole Wheat Ham & Cheese Sandwich on Wheat</p> <p>Breakfast: Cheesy Egg Omelet with Toast</p>	<p>Texas Chili Mac Baked Pepperoni Pizza on Whole Wheat Crust Southwest Taco Salad Tuna Salad Sandwich on Whole Wheat</p> <p>Breakfast: Iced Mini Cinnamon Roll</p>	<p>Creamy Chicken Alferedo w/ Wheat Roll Cheeseburger on Whole Wheat American Club Sandwich on Wheat</p> <p>Breakfast: Sausage & Cheese English Muffin</p>	<p>Hot Dog on Whole Wheat Bun Chicken Nuggets with Baked Tater Tots Crispy Chicken Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat</p> <p>Breakfast: Pancake & Sausage on a Stick</p>

<p style="text-align: center;">Day 21</p>	<p>A variety of fresh fruits and vegetables are provided daily on our garden bar. Breads & Pastas are Whole Grain or Multi-Grain. A variety of condiments are offered daily. A variety of low Fat Milk is Offered with every meal.</p>
<p>Hot Ham & Cheese Melt with Oven Baked Fries Baked Cheese Pizza on Whole Wheat Crust Chef Salad with Wheat Roll Turkey & Cheese Sandwich on Wheat Breakfast: Whole Grain Waffles</p>	<p>Breakfast includes choice of above entrée or cereal daily. Also included are choices of fresh and canned fruit.</p>

Appendix A
GRESHAM BARLOW SCHOOL DISTRICT
“21-DAY CYCLE MENUS” MIDDLE SCHOOL LUNCH AND BREAKFAST

All Proposers are to use the following 21-Day Cycle Menus for Middle School Lunch and Breakfast in their response to this RFP. Proposer shall adhere to this menu for the first 21 days of service during the 2015-2016 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Build your Own Sub Station with Turkey, Ham or Veggie	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie
Build your Own Chef Salad with Wheat Roll	Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll	Build your Own Chef Salad or Asian Chicken Salad with Wheat Roll	Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll	Build your Own Chef Salad with Wheat Roll
Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice	Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo	Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice
Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Ham & Vegetable Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza
BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Pancakes & Sausage Blueberry Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrowns & toast	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks
Day 6	Day 7	Day 8	Day 9	Day 10
Build your Own Sub Station with Turkey, Ham or Veggie	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie
Build your Own Chef Salad with Wheat Roll	Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll	Build your Own Chef Salad or Asian Chicken Salad with Wheat Roll	Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll	Build your Own Chef Salad with Wheat Roll
Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice	Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo	Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice
Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Ham & Vegetable Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza	Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza
BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles Blueberry Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Sausage & Toast	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Roll	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Egg & Cheese Breakfast Muffin

Day 11	Day 12	Day 13	Day 14	Day 15
<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad with Wheat Roll</p> <p>Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Pancakes & Sausage Blueberry Muffin</p>	<p>Build your Own Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Ham & Vegetable Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrowns & Toast</p>	<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad or Asian Chicken Salad with Wheat Roll</p> <p>Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin</p>	<p>Build your Own Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers</p>	<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad with Wheat Roll</p> <p>Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks</p>
Day 16	Day 17	Day 18	Day 19	Day 20
<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad with Wheat Roll</p> <p>Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles Blueberry Muffin</p>	<p>Build your Own Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Cheese Pizza Pepperoni Pizza Ham & Vegetable Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Sausage & toast</p>	<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad or Asian Chicken Salad with Wheat Roll</p> <p>Pasta Primo with Whole Wheat Spaghetti with choice of Meat Sauce or Chicken Alfredo</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Bacon Cheeseburger Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Roll</p>	<p>Build your Own Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Build your Own Chef Salad or Chicken Caesar Salad with Wheat Roll</p> <p>Fiesta Mexi Bar with Choice of Whole Wheat Soft tacos or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Popcorn Chicken Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza</p>	<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad with Wheat Roll</p> <p>Fiesta Mexi Favorite, Bean & Cheese Enchilada with Refried Beans & Spanish Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Wiener Wraps Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Egg & Cheese Breakfast Muffin</p>

Day 21	
<p>Build your Own Sub Station with Turkey, Ham or Veggie</p> <p>Build your Own Chef Salad with Wheat Roll</p> <p>Chop Sticks Stir-Fry with Teriyaki Chicken & Veggies over Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Corn Dog Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Pancakes & Sausage Blueberry Muffin</p>	<p>A variety of fresh fruits and vegetables are provided daily on our garden bar. Breads & Pastas are Whole Grain or Multi-Grain. A variety of condiments are offered daily. A variety of low Fat Milk is Offered with every meal.</p> <p>Breakfast includes choice of above entrée or cereal daily. Also included are choices of fresh and canned fruit.</p>

Appendix A
GRESHAM BARLOW SCHOOL DISTRICT
“21-DAY CYCLE MENUS” HIGH SCHOOL LUNCH AND BREAKFAST

All Proposers are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Proposer shall adhere to this menu for the first 21 days of service during the 2015-2016 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Build your Own Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub
Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas
Grab & Go Yogurt & Fruit Parfaits Chef Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice	Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Baked Ziti Bowl	Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Chicken Alfredo Bowl	Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Chicken Mashed Potato Bowl	Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice
Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Western Bacon Burger	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Weiner Wrap
Cheese Pizza Pepperoni Pizza	Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza	Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza	Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza	Cheese Pizza Pepperoni Pizza Supreme Pizza
BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage & Cheese Pancake Muffin Blueberry Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Hashbrown & toast	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Breakfast Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks
Day 6	Day 7	Day 8	Day 9	Day 10
Build your Own Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub
Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas

<p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Western Bacon Burger</p> <p>Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles & Sausage Blueberry Muffin</p>	<p>Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Baked Ziti Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrown & toast</p>	<p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Chicken Alfredo Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger</p> <p>Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Rolls</p>	<p>Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Chicken Mashed Potato Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza</p>	<p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Weiner Wrap</p> <p>Cheese Pizza Pepperoni Pizza Supreme Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin</p>
Day 11	Day 12	Day 13	Day 14	Day 15
<p>Build your Own Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub</p> <p>Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Western Bacon Burger</p> <p>Cheese Pizza Pepperoni Pizza</p>	<p>Build your Own Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Baked Ziti Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza</p>	<p>Build your Own Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub</p> <p>Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Chicken Alfredo Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger</p> <p>Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza</p>	<p>Build your Own Sub Station with Turkey, Ham, Tuna or Veggie</p> <p>Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Chicken Mashed Potato Bowl</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets</p> <p>Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza</p>	<p>Build your Own Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub</p> <p>Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Weiner Wrap</p> <p>Cheese Pizza Pepperoni Pizza Supreme Pizza</p>

BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage & Cheese Pancake Muffin Blueberry Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Scrambled Eggs, Hashbrown & toast	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Breakfast Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Dippers	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola French Toast Sticks
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Day 16	Day 17	Day 18	Day 19	Day 20
Build your Own Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie BBQ Chicken Bacon Sub	Build your Own Sub Station with Turkey, Ham, Tuna or Veggie	Build your Own Sub Station with Turkey, Ham or Veggie Hot Italian Chicken Sub
Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Supreme Baked Potato	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Shredded Pork or Beef with Refried Beans & Spanish Rice	Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice Bean & Cheese Enchiladas
Grab & Go Yogurt & Fruit Parfaits Chef Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice	Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Baked Ziti Bowl	Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Chicken Alfredo Bowl	Grab & Go Chef Salad Chicken Caesar Salad Sandwiches Bagel Melt Chicken Mashed Potato Bowl	Grab & Go Yogurt & Fruit Parfaits Chef Salad Asian Chicken Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice
Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Western Bacon Burger	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Bacon Cheeseburger	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets	Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Weiner Wrap
Cheese Pizza Pepperoni Pizza	Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza	Cheese Pizza Pepperoni Pizza Buffalo Chicken Pizza	Cheese Pizza Pepperoni Pizza Ham & Tomato Pizza	Cheese Pizza Pepperoni Pizza Supreme Pizza
BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Waffles & Sausage Blueberry Muffin	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Cheesy Scrambled Eggs, Hashbrown & toast	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Whole Grain Cinnamon Rolls	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage Breakfast Pizza	BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Ham & Cheese Breakfast Muffin

Day 21	
<p>Build your Own Sub Station with Turkey, Ham or Veggie Hot Buffalo Chicken Sub</p> <p>Build your Own Salsa Bar Choice of Whole Wheat Soft tacos, Salad or Nachos, Chicken or Beef with Refried Beans & Spanish Rice</p> <p>Grab & Go Yogurt & Fruit Parfaits Chef Salad Sandwiches Bagel Melt Teriyaki Chicken Stir-fry with Brown Rice</p> <p>Cheeseburger Chicken Burger Spicy Chicken Burger Chicken Nuggets Western Bacon Burger</p> <p>Cheese Pizza Pepperoni Pizza</p> <p>BREAKFAST: Assorted Cereals Bagel w/Cream Cheese Yogurt & Granola Sausage & Cheese Pancake Muffin Blueberry Muffin</p>	<p>A variety of fresh fruits and vegetables are provided daily on our garden bar. Breads & Pastas are Whole Grain or Multi-Grain. A variety of condiments are offered daily. A variety of low Fat Milk is Offered with every meal.</p> <p>Breakfast includes choice of above entrée or cereal daily. Also included are choices of fresh and canned fruit.</p>

Appendix B
2015-16 School Year Calendar

***Attach when adopted**

Appendix C
2015-16 Accounts Payable Cutoff Schedule

***Attach when adopted**

Appendix D
Locations to be Served

For NSLP & SBP:

School Name	Physical Address	Telephone #	Contact Name	CNP Number
Arthur Academy Charter School	1890 NE Cleveland Ave, Gresham Oregon 97030	503-667-4900	Amber Sparks	13855
Deep Creek-Damascus K-8	14151 SE 242 nd , Damascus Oregon 97089	503-658-3171	Lori Walter	DC – 10954 DMS – 10950
East Gresham Elementary	900 SE 5 th St. Gresham Oregon 97080	503-661-6050	Kimberly Miles	10955
East Orient Elementary	7431 SE 302 nd Gresham Oregon 97080	503-663-4818	James Milliken	10956
Hall Elementary	2505 NE 23rd Gresham, Oregon 97030	(503) 661-6330	Todd Graves	10957
Highland Elementary	295 NE 24th Ave Gresham, Oregon 97030	(503) 665-7158	Shawnda Sewell	10958
Hogan Cedars Elementary	1770 SE Fleming Ave Gresham, Oregon 97080	(503) 261-4500	Elaine Luckenbaugh	13166
Hollydale Elementary	505 SW Birdsdales Gresham, Oregon 97080	(503) 661-6226	Debra James	10959
Kelly Creek Elementary	2400 SE Baker Way Gresham, Oregon 97080	(503) 663-7483	Nancy Torbert	10960
North Gresham Grade School	1001 SE 217th Gresham, Oregon 97030	(503) 661-6415	Tracy Klinger	10961
Powell Valley Elementary	4825 SE Powell Valley Rd. Gresham, Oregon 97080	(503) 661-1510	Michele Cook	10962
West Gresham Grade School	330 West Powell Blvd. Gresham, Oregon 97080	(503) 661-0144	Carlynn Capps	10963
Clear Creek Middle School	219 NE 219th Ave, Gresham, Oregon 97030	(503) 492-6700	David Atherton	10949
Dexter McCarty Middle School	1400 SE 5th St. Gresham, Oregon 97080	(503) 665-0148	John George	10951
Gordon Russell Middle School	3625 E Powell Valley Road Gresham, Oregon 97080	(503) 667-6900	Rolland Hayden	10952
West Orient Middle School	29805 SE Orient Dr Gresham, Oregon 97080	(503) 663-3323	Elise Catanese	10953
Gresham High School	1200 N Main Gresham, Oregon 97030	(503) 674-5500	John Koch	10947
Sam Barlow High School	5105 SE 302 Gresham, Oregon 97080	(503) 258-4850	Bruce Schmidt	10948
Springwater Trail High School	1440 SE Fleming Gresham, Oregon 97080	(503) 261-4600	Terrence Smyth	13851
Center for Advanced Learning Charter	1484 NW Civic Drive Gresham, Oregon 97030	503-667-4978	Carol Egan	13850

For CACFP:

Name	Physical Address	Telephone #	Contact Name	CNP Number
East Gresham Elementary	900 SE 5 th St. Gresham Oregon 97080	503-661-6050	Kimberly Miles	10955
Hall Elementary School	2505 NE 23rd Gresham, Oregon 97030	(503) 661-6330	Todd Graves	10957
Highland Elementary School	295 NE 24th Ave Gresham, Oregon 97030	(503) 665-7158	Shawnda Sewell	10958
Clear Creek Middle School	219 NE 219th Ave, Gresham, Oregon 97030	(503) 492-6700	David Atherton	10949
Dexter McCarty Middle School	1400 SE 5th St. Gresham, Oregon 97080	(503) 665-0148	John George	10951
Gordon Russell Middle School	3625 E Powell Valley Road Gresham, Oregon 97080	(503) 667-6900	Rolland Hayden	10952
Gresham High School	1200 N Main Gresham, Oregon 97030	(503) 674-5500	John Koch	10947

For Vended Programs:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Alpha High School	876 NE 8 th St. Gresham Oregon 97030	503-262-4050	Linda Antolic	
Arata Creek School	2470 SW Halsey St. Troutdale Oregon 97060	503-262-4850	Joni Tolon	
Gresham High School Childcare	1200 N Main Gresham, Oregon 97030	(503) 674-5500	John Koch	

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Mike Schofield

DATE: May 7, 2015

RE: No. 15 – Paid Lunch Equity for 2015-16

EXPLANATION: As required by the United States Department of Agriculture, all local education agencies (LEAs), regardless of current lunch prices, must annually review paid lunch prices to ensure compliance. The USDA provides a tool to determine compliance called the Paid Lunch Equity Tool. This requirement is in effect to ensure USDA funds are not subsidizing paid lunch amounts.

The LEA is considered noncompliant when the average paid lunch price is less than the difference between the free and paid federal reimbursement rates, currently \$2.70. If the weighted average paid lunch price is less than that amount, LEAs must take action. The district has three options:

1. Increase paid lunch prices, or
2. Contribute non-Federal funds to the food service account, or
3. Increase the paid lunch by a smaller amount and contribute the remaining amount using non-Federal funds.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: Summary and comparison of meal prices

RECOMMENDATION: The administration recommends board action to increase lunch prices by \$0.10 effective July 1, 2015.

REQUESTED ACTION: Move to approve a \$0.10 increase for elementary, middle, and high school paid lunch prices for the 2015-16 school year effective July 1, 2015.

MS:mkh:lc

Summary of Comparisons for Meal Prices

2012-2013		GBSD	Centennial	Parkrose	David Douglas	Reynolds	Portland	North Clackamas	Oregon Trail
Breakfast	ES	\$1.00	\$1.00	\$0.00	\$0.00	\$1.05	\$1.10	\$1.65	\$1.50
	MS	\$1.25	\$1.00	\$0.00	\$0.00	\$1.30	\$1.10	\$1.70	\$1.50
	HS	\$1.25	\$1.00	\$1.50	\$1.00	\$1.30	\$1.35	\$1.85	\$1.50
Lunch	ES	\$1.90	\$1.90	\$1.95	\$2.15	\$2.20	\$2.50	\$2.60	\$2.30
	MS	\$2.15	\$2.15	\$2.20	\$2.45	\$2.45	\$2.75	\$2.90	\$2.50
	HS	\$2.30	\$2.30	\$2.35	\$2.45	\$2.70	\$3.00	\$3.20	\$2.75

2013-2014		GBSD	Centennial	Parkrose	David Douglas	Reynolds	Portland	North Clackamas	Oregon Trail
Breakfast	ES	\$1.00	\$1.00	\$0.00	\$0.00	\$1.05	\$1.25	\$1.65	\$1.50
	MS	\$1.25	\$1.00	\$0.00	\$0.00	\$1.30	\$1.25	\$1.70	\$1.50
	HS	\$1.25	\$1.00	\$1.50	\$1.00	\$1.30	\$1.25	\$1.85	\$1.50
Lunch	ES	\$2.00	\$2.00	\$2.00	\$2.25	\$2.28	\$2.60	\$2.60	\$2.35
	MS	\$2.25	\$2.20	\$2.25	\$2.55	\$2.50	\$2.85	\$2.90	\$2.55
	HS	\$2.40	\$2.20	\$2.40	\$2.55	\$2.75	\$3.10	\$3.20	\$2.80

2014-2015		GBSD	Centennial	Parkrose	David Douglas	Reynolds	Portland	North Clackamas	Oregon Trail
Breakfast	ES	\$1.00	\$1.00	\$0.00	\$0.00	\$1.05	\$1.35	\$1.80	\$1.50
	MS	\$1.25	\$1.00	\$0.00	\$0.00	\$1.30	\$1.35	\$1.85	\$1.50
	HS	\$1.25	\$1.00	\$1.50	\$1.00	\$1.30	\$1.35	\$2.00	\$1.50
Lunch	ES	\$2.10	\$2.10	\$0.00	\$2.35	\$2.38	\$2.70	\$2.75	\$2.45
	MS	\$2.35	\$2.25	\$2.25	\$2.65	\$2.60	\$2.95	\$3.05	\$2.65
	HS	\$2.50	\$2.25	\$2.40	\$2.65	\$2.85	\$3.20	\$3.35	\$2.90

Gresham Barlow School District

		2012-13	2013-14	2014-15	2015-16
Breakfast	ES	\$1.00	\$1.00	\$1.00	\$1.00
	MS	\$1.25	\$1.25	\$1.25	\$1.25
	HS	\$1.25	\$1.25	\$1.25	\$1.25
Lunch	ES	\$1.90	\$2.00	\$2.10	\$2.20
	MS	\$2.15	\$2.25	\$2.35	\$2.45
	HS	\$2.30	\$2.40	\$2.50	\$2.60

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Michael Schofield

DATE: May 7, 2015

RE: No. 16 - 2014-15 Budget Amendment No. 1, Resolution 1415-05

EXPLANATION: On June 12, 2014, the board ratified Resolution No. 1415-01 to adopt an annual budget for the Fiscal Year 2014-2015, as required under Local Budget Law.

School districts are allowed, and sometimes required by law (ORS 294.480), to amend the budget during the fiscal year. The district has experienced changes in its financial position and outlook that require updating the budget to better reflect the current status.

An amended budget is necessary to ensure the effective financial management of the district's programs and priorities, and to remain in compliance with State statute. Specifically, the district is required to ensure legal appropriation of expenditures by program area as defined in the State Chart of Accounts.

PRESENTER: Michael Schofield

SUPPLEMENTARY MATERIALS: Resolution No. 1415-05, Amendment No. 1 to 2014-15 Budget

RECOMMENDATION: The business administrative staff recommends that the board amend the 2014-15 budget as summarized in the attached resolution.

REQUESTED ACTION: Move to approve Resolution 1415-05, Amendment No. 1 to the 2014-15 Budget for the Gresham-Barlow School District as presented.

MS:lh:lc

RESOLUTION NO. 1415-05

Amendment No. 1 to the 2014-15 Budget for
Gresham-Barlow School District
Gresham, OR

Whereas the Board of Directors' approval is required under Oregon Local Budget Law to recognize additional resources and corresponding expenditure appropriations to cover the costs of an unexpected expenditure event or for an unanticipated revenue source;

Whereas, the District received additional revenue as proceeds from the Apple Lease Agreement that were not anticipated prior to the adoption of the 2014-2015 budget,

Whereas, the District anticipates the costs associated with the lease will exceed the amount appropriated in the support services function of the general fund;

Now, Therefore, Be It Resolved, that the Board of Directors of the Gresham-Barlow School District hereby recognizes additional revenue and appropriates additional budget amounts as resolved below for the 2014-2015 budget.

Be it further Resolved, that for the fiscal year beginning July 1, 2014, the Board of Directors authorizes increases in the amounts and within the Funds listed below:

General Fund (100)

Revenue Recognition and Appropriation:

Revenue:

100-0000-5160	Lease Purchase Receipts	\$1,006,065
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Expenditure:

101-2661-0480	Support Services	\$1,006,065
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Dated this 7th day of May 2015
Gresham Barlow School District

Matthew S. O'Connell, Chair
Gresham-Barlow School District
Board of Directors

Linda J. Cook
Administrative Asst. to the Superintendent
and Board of Directors

LH:lc

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: Jim Schlachter
Mike Schofield

DATE: May 7, 2015

RE: No. 17 – Financing Resolution – Gresham High School Turf

EXPLANATION: The project to replace the Gresham High turf field and related projects has begun. The scope of work and specifications have been developed, and construction should begin in late May or early June.

As the board is aware, this project will be financed using debt. The amount of the debt shall not exceed \$1,500,000 and repayment shall not exceed 10 years. It is the intent of the administration to use fees and donations collected to repay the debt over the next biennium to avoid any impact on the district's General Fund.

The administration has prepared a term sheet to solicit funding for the project in the near future. In order to proceed, the administration requests approval of the attached financing resolution.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: 1. Financing Resolution 1415-06
2. Term Sheet for Full Faith and Credit-Financing Agreement

RECOMMENDATION: The administration recommends approval of the attached financing resolution.

REQUESTED ACTION: Move to approve Resolution 1415-06 for financing the Gresham High School turf field and related construction projects.

JH/MS:pkh:lc

RESOLUTION NO. 1415-06

A RESOLUTION OF GRESHAM-BARLOW SCHOOL DISTRICT NO. 10JT, MULTNOMAH AND CLACKAMAS COUNTIES, OREGON AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LEASE PURCHASE, LOAN OR SIMILAR FINANCING AGREEMENTS.

WHEREAS, the Board of Directors (the "Board") of Gresham-Barlow School District No. 10JT, in Multnomah and Clackamas Counties, Oregon (the "District") have deemed it necessary and advisable to finance the costs of replacement of athletic field turf, track resurfacing, necessary drainage rehabilitation, bleacher and light pole relocation and related capital projects at Gresham High School (the "Project") and paying costs of issuance through one or more lease purchase, loan or similar financing agreements (the "Agreement"); and

WHEREAS, the District desires to enter into one or more lease purchase, loan or similar financing agreements in an aggregate principal amount not to exceed \$1,500,000; and

WHEREAS, the District is authorized pursuant to the Constitution and laws of the State of Oregon, namely, Oregon Revised Statutes Section 271.390 to enter into such agreements to finance real and personal property projects; and

WHEREAS, the District anticipates incurring expenditures (the "Expenditures") to finance the costs of the Project, described herein, and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its available funds on the Project from the proceeds of the Agreement, the interest on which shall be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Board has determined that those moneys advanced to pay the Expenditures prior to the issuance of the Agreement are available only for a temporary period and it is necessary to reimburse the District for the Expenditures from the proceeds of the Agreement;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Authorization. The District hereby authorizes the Chair, Superintendent or Chief Financial Officer (each an "Authorized Representative") on behalf of the District and without further action by the Board, to negotiate the terms of the Agreement, in an aggregate principal amount not to exceed \$1,500,000, with one or more banks or other financial institutions, to further select and delineate the particulars of the Project, and to execute and deliver the Agreement and any related documentation necessary to carry out this Resolution and to complete the financing.

The estimated weighted average life of the Agreement does not exceed the dollar weighted average life of the Project being financed with the Agreement, as required by ORS 271.390. The District hereby determines that the Project is needed for District purposes.

2. Security. The District's ad valorem property taxes, subject to the limits of Article XI, Sections 11 and 11b of the Oregon Constitution, and the full faith and credit of the District, including all unobligated revenues in the District's general fund and any other funds which may be available for that

purpose, are hereby irrevocably pledged to the punctual payment of principal and interest on the Agreement.

3. Declaring Intent to Reimburse Expenditures. The District hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself for Expenditures of the Project paid prior to the issuance of the Agreement with proceeds of the Agreement.

4. Maintenance of Tax-Exempt Status. The District covenants not to take any action or omit any action if the taking or omission would cause interest paid pursuant to the Agreements to be includable in gross income for federal income tax purposes pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The Authorized Representative may enter into additional covenants on behalf of the District to protect the tax-exempt status of interest which is payable under the Agreements.

5. Appointment of Special Counsel. The Board appoints the law firm of Hawkins Delafield & Wood LLP of Portland, Oregon as Special Counsel for the purpose of assisting in the preparation and execution of the Agreement and related documentation necessary to carry out this Resolution and to complete the financing.

ADOPTED by the Board of Directors of Gresham-Barlow School District No. 10JT, Multnomah and Clackamas Counties, Oregon this 7th day of May, 2015.

**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10JT
MULTNOMAH AND CLACKAMAS COUNTIES,
OREGON**

By: _____

Chair
Matthew S. O'Connell

ATTEST:

By: _____

Clerk/Superintendent
Jim Schlachter

**Gresham-
Barlow
School
District
No. 10JT**

Term Sheet for Full
Faith and Credit-
Financing Agreement

Gresham-Barlow School District No. 10JT
Multnomah and Clackamas
Counties, Oregon
\$1,500,000
Full Faith and Credit Financing Agreement
PROPOSED TERM SHEET

Issuer	Gresham-Barlow School District No. 10JT, in Multnomah County, Oregon (the "Issuer")
Issuer Description	The Issuer is a school district located primarily in east Multnomah County 12 miles east of Portland. The District covers approximately 54 square miles serving the communities of Boring, Damascus, Gresham and Orient. The District is one of the ten largest in the state of Oregon serving approximately 11,300 students in kindergarten through grade twelve and presently operates eleven elementary schools, five middle schools and three high schools.
Issue	Full Faith and Credit Financing Agreement
Amount	\$1,500,000 (preliminary and subject to change)
Closing Date	July 6, 2015 (estimated)
Purpose	To replace turf field and track at Gresham High School and to pay the cost of issuance of the Obligations.
Principal Payments	Annually on June 15 in years 2016 through and including 2025
Interest Payments	Semiannually on December 15 and June 15, beginning December 15, 2015
Interest Rate Basis	30/360 days
Structure	Level Rate
Call Feature	The Issuer desires the most flexible call feature possible
Source of Security	Pursuant to the terms of a financing agreement (the "Financing Agreement") the District's payment obligations are to be secured by and payable from lawfully available funds of the District, including the proceeds of the Financing Agreement and any taxes levied by and for the District within the restrictions of Sections 11 and 11b, Article XI of the Oregon Constitution. The obligation of the District to make payments is a full faith and credit obligation of the District, and is not subject to appropriation. The Purchaser will not have a lien or security interest on the project financed with the proceeds of the Financing Agreement. The Financing Agreement will not constitute a debt or indebtedness of Multnomah and Clackamas Counties, the State of Oregon, or any political subdivision. The Financing Agreement will not be subject to acceleration in the event of a default and is not subject to annual appropriation.

Oregon School Bond Guaranty	N/A
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Tax Status	It is anticipated that special counsel will provide the following type of opinion: <i>In the opinion of Hawkins Delafield & Wood LLP, Special Counsel to the District ("Special Counsel"), under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) the portion of the payments made under the Financing Agreement designated and constituting interest received by the holders of the Agreement ("Interest") is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) Interest is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such Interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In the opinion of Special Counsel, Interest is exempt from State of Oregon personal income tax under existing law.</i>
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Bank Qualification	The Agreement will be designated by the Issuer as a “qualified tax-exempt bond” for purposes of section 265(b) of the Internal Revenue Code of 1986, as amended.
Acknowledgements	The Financing Agreement will specify that the Purchaser acknowledges that: (a) no official statement is being prepared; (b) it has undertaken an independent review of the credit and been provided with all information necessary; (c) it intends to hold the Issue until maturity and does not intend to resell; and (d) it will sign and deliver an Investor letter and require any subsequent holder to also deliver an Investor letter.
Rating	The District does NOT intend to apply for a rating on the Agreement.
Annual Reporting Deadline	270 days after the end of the Issuer’s fiscal year (presently June 30), commencing with the report for the 2014-15 fiscal year.
2015 Real Market Value	\$7,056,489,729
2015 Real Market Value per Capita	\$90,665
2014 Ending Fund Balance (EFB)	\$6,080,252
2014 EFB as a % of Revenues	6.02%
Placement Agent	N/A
Special Counsel	Hawkins Delafield & Wood LLP
Deadline to Submit Bid	June 15, 2015
Lender Approval	June 19, 2015
Undesirable Covenants	The District will look unfavorably at provisions that may increase the amount the District is required to pay above and beyond the agreed upon amortization schedule, other than in the event of a payment default, or that would otherwise adversely affect the District. Those provisions must be identified in your response. Examples of provisions that may increase the amount the District is required to pay or otherwise adversely affect the District include acceleration and yield maintenance provisions, and provisions that provide for the governing law or venue to be outside Oregon. If substantive changes are requested subsequent to the District’s selection of a lender, the District reserves the option to select an alternative purchaser.

Bidders should provide an interest rate scale or fixed rate that matches the provided amortization schedule. Please note that unless the closing date of July 6 is changed, the Issuer expects that the winning bidder will hold the interest rate quoted. Please also provide an indication of the formulation the bidder would use to determine the interest rate should the closing date be modified. Note also that the Issuer reserves the right to modify the amortization schedule in order to maintain a level levy rate structure.

Indicate the maximum amount of fees and charges that the bidder would impose, including origination fees, bank legal fees, etc. Evaluation of the bids will utilize the maximums provided here.

Gresham-Barlow School District No. 10JT
Multnomah and Clackamas County,
Oregon
\$1,500,000
General Obligation Bond, Series 2015
PROPOSED TERM SHEET

Preliminary Amortization Schedule:

<u>June 15</u>	<u>Principal</u>
2016	\$110,000
2017	120,000
2018	130,000
2019	135,000
2020	145,000
2021	155,000
2022	165,000
2023	170,000
2024	180,000
2025	190,000

The amortization schedule will change based on the final interest rate in order to achieve a level structure.
