

Gresham-Barlow



School District

## BOARD OF EDUCATION

Regular Board Meeting / Business

### **AGENDA**

June 4, 2015

**BOARD OF EDUCATION**

June 4, 2015

Executive Session – 6 p.m.  
*Exempt Records ORS 192.660 (2)(f)*

Budget Hearing – 6:45 p.m.

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..... May 7, 2015
- Minutes from Special Board Meeting..... May 14, 2015
- Minutes from Budget Committee Meeting..... May 26, 2015
2. Financial Report
3. Personnel Changes
4. Superintendent’s Employment Agreement
5. Mutual Aid Omnibus Agreement w/ MESD
6. Nutrition Services: Food Services Contract Award
7. Nutrition Services: Food Services Intergovernmental Agreement with MESD
8. Nutrition Services: Summer Food Service Program

VI. PRESENTATIONS/RECOGNITIONS

- 9. Stadium Visioning: Sam Barlow and Gresham High School..... Schofield
- 10. Track and Field: Sam Barlow High School..... Vadnais
- 10a. Track and Field: Gresham High School..... Vadnais
- 11. Acting Awards: Gresham High School..... Vadnais
- 12. Acting Award: Sam Barlow High School..... Vadnais
- 13. Music Instrument Solo: Sam Barlow High School..... Drilling
- 14. Speech Award: Sam Barlow High School..... Drilling
- 15. Champion Special "Olympic" Team: Sam Barlow High School..... Black
- 16. Dan Christenson's Service as a School Board Member..... Schlachter

VII. GRESHAM-BARLOW EDUCATION FOUNDATION REPORT

- 17. Gresham-Barlow Education Foundation (GBEF) Report..... Vadnais

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).

- 18. District Advisory Council (DAC)..... Vadnais
- 19. Audit Involvement Committee..... Schofield

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

- 20. Gresham High School Turf and Track Update..... Schofield
- 21. District Continuous Improvement Plan (CIP) Update..... Drilling
- 22. Lewis & Clark Montessori Charter School Update..... Drilling

XVI. RECESS/RECONVENE (5 Minutes)

XVII. ACTION ITEMS

First Reading

- |   |            |
|---|------------|
| 23. Adopt Budget, Make Appropriations, and Impose Taxes ..... | Schofield  |
| • Resolution 1516-01, Adopting the Budget                     |            |
| • Resolution 1516-02, Making Appropriations                   |            |
| • Resolution 1516-03, Imposing & Categorizing Taxes           |            |
| 24. Budget Committee Appointment Process .....                | Schofield  |
| 25. Audit Involvement Team Appointment .....                  | Schofield  |
| 26. Tuition and Fees for 2015-16 .....                        | Okazaki    |
| 27. Date, Time and Place of 2015-16 Board Meetings .....      | Schlachter |
| 28. Evaluation of the Superintendent .....                    | O'Connell  |
| 29. Results of the May 19, 2015, Board Member Election .....  | Schlachter |

Second Reading

- |  |          |
|--|----------|
| 30. Center for Advanced Learning (CAL) Charter Renewal ..... | Drilling |
| 31. Alternative Education Programs for 2015-16 .....         | Black    |

XVIII. ANNOUNCEMENTS

July 1-2, 2015: Schools and Offices Closed

July 3, 2015: Independence Day Holiday  
Schools and Offices Closed

July 9, 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**  
**1331 NW Eastman Parkway**  
**Gresham, OR 97030-3825**

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. V – Budget Hearing

EXPLANATION: On May 14, 2015, the superintendent and chief financial officer presented the district's 2015-2016 Proposed Budget to the 14-member budget committee. At the May 26, 2015, budget committee meeting, the committee approved the Proposed Budget.

District Policy DBG/DBH, Budget Hearing and Adoption Procedures, and ORS 294.430, require a public hearing prior to board adoption of next year's budget. At the hearing, any person may speak for or against items in the budget document. The Approved Budget from the budget committee will be voted on during the meeting.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: The Approved Budget is on file with the district's business office.

RECOMMENDATION: The administration recommends that the board of directors holds the budget hearing as required by policy and statute.

REQUESTED ACTION: Budget adoption will be requested during the regular business meeting.

JJ: mkh:lc

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

May 7, 2015

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The Gresham-Barlow School District Board of Education met in regular session on Thursday, May 7, 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 7:03 p.m. by the chair, Matt O’Connell. Other board members in attendance were Sharon Garner, Kris Howatt, Kathy Ruthruff, Kent Zook, Carla Piluso, and Dan Christenson.

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
Tim Drilling.....	Executive Director of Assessment and Accountability
Janell Black.....	Executive Director of Student Support Services
Athena Vadnais.....	Director of Communications and Community Engagement

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

**MOTION 70 MEETING AGENDA (7:04 p.m.)**

It was moved by Kris Howatt, seconded by Kent Zook and carried unanimously to approve the meeting agenda as presented.

**MOTION 71 CONSENT AGENDA (7:05 p.m.)**

The following items were included on the consent 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

It was moved by Kris Howatt, seconded by Kent Zook and carried unanimously to approve the consent agenda as presented.

**PRESENTATIONS/RECOGNITIONS (7:06 p.m.)**

Gresham High School Rhythmettes: The board recognized the Gresham High School Rhythmettes who were named state champions in the 5A/6A large division competition for the second year in a row.

Joey Cooksey: Sports Stacker Champion: The board recognized Joey Cooksey, a Sam Barlow High School student, for being named a world champion sport stacker. Ms. Cooksey gave a demonstration of her cup stacking talent.

**GRESHAM-BARLOW EDUCATION FOUNDATION REPORT** (7:24 p.m.)

Vicki Moen, executive director of the Gresham-Barlow Education Foundation, reported on foundation activities.

**SUPERINTENDENT'S REPORT** (7:29 p.m.)

Superintendent Schlachter explained that the legislature has set funding for K-12 schools at \$7.255 billion for the next biennium; however, the administration is hoping that lawmakers will increase it to \$7.5 billion before the legislative session ends so that the district can maintain its current educational programs.

The superintendent stated that the district is monitoring various bills and issues related to K-12 education to include HB 2544 on Interim Bargaining and the recent PERS decision by the Oregon Supreme Court.

The superintendent's Equity Advisory Team held its last meeting of the year and made a verbal presentation regarding its work. Mr. Schlachter will provide an overview of the team's findings and recommendations at the August board planning session.

Mr. Schlachter has been sharing information about strategic planning, school bond planning, and the state funding challenges facing K-12 schools with staff and community members during spring Key Communicator meetings.

The superintendent will present his budget message and the proposed budget at the May 14 budget committee meeting. The meeting will be held at 7 p.m. at the Center for Advanced Learning.

**DISTRICT ADVISORY COUNCIL (DAC)** (7:33 p.m.)

Athena Vadnais, Sharon Garner and Kathy Ruthruff reported on the April 9 DAC meeting, which was held at Deep Creek-Damascus K-8 School.

**BOARD REPORTS** (7:35 p.m.)

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

**MOTION 72 AMEND MEETING AGENDA** (8:08 p.m.)

Kris Howatt made a motion to move item 12 regarding the Lewis and Clark Montessori charter school up on the agenda to be the first of the action items, because there were a number of people in the audience who attended the meeting to hear about this topic. The motion was seconded by Kent Zook and carried unanimously.

**CABINET REPORTS** (8:09 p.m.)

James Hiu reported on a partnership with the City of Gresham to provide stable homes and housing for the district's unaccompanied homeless students.

Tim Drilling announced that the Oregon Legislature may allow the OEIB (Oregon Education Investment Board) to cease operations. If it does, this would mean that the Achievement Compact would sunset. District administration is monitoring the situation.

Athena Vadnais reminded the board of a district-wide reception for retirees to be held on May 27, 2015, 4 p.m., in the Gresham City Hall Council Chambers.

Mrs. Vadnais presented school board members with 60-hour certificates and lapel pins in recognition of their volunteer time for the district.

**ASSOCIATIONS REPORTS** (8:14 p.m.)

There was no Gresham-Barlow Education Association (GBEA) report this evening.

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** (8:15 p.m.)

Kay Bridges of Portland, Oregon, stated that she is running for Position 7, Zone 3, on the Multnomah Education Service District (MESD) Board. She shared that she is passionate about education.

Matthew Lee of Boring, Oregon, chair for the Lewis and Clark Montessori Charter School (LCMCS), summarized solutions they are implementing to remedy the school's financial problems.

Melissa Harbert of Gresham, Oregon, executive director for the Lewis and Clark Montessori Charter School, outlined the challenges the school has faced over the past year and what they have learned from those challenges.

Marcella Martinson of West Linn, Oregon, shared that she has children attending LCMCS and is in favor of the district continuing to have a Montessori charter school. She is moving from West Linn into the Gresham-Barlow School District to be closer to LCMCS.

Lia Nagase of Gresham, Oregon, a parent of a first year student at LCMCS, explained that she has been impressed by the school's staff members and volunteers. She believes LCMCS has the ability to "right the ship."

**MOTION 73 LEWIS & CLARK MONTESSORI CHARTER SCHOOL BREACH OF CONTRACT** (8:36 p.m.)

Tim Drilling and Mike Schofield reviewed the background regarding Lewis & Clark Montessori Charter School's breach of contract, and its attempt to remedy the situation. They also outlined the district's options presented for board consideration. (Refer to the agenda packet.)

Following discussion, it was moved by Dan Christenson, seconded by Matt O'Connell and carried unanimously to declare that the breach has been cured if LCMCS meets the following two contingencies:

- a) LCMCS must be current on its overdue liabilities, including overdue lease payments, no later than May 29, 2015.
- b) Provide the district monthly financial reports through the end of the contract term, which details LCMCS's financial position, and consistently show a positive fund balance.

If LCMCS fails to follow through on either contingency, LCMCS would automatically be back in breach status, and the board could declare its intent to terminate the Charter Agreement at its next board meeting.

**RECESS/RECONVENE** (9:11 p.m.)

The board recessed at 9:11 p.m. The meeting was reconvened at 9:19 p.m.

**ORGANIZATIONAL ASSESSMENT** (9:19 p.m.)

Superintendent Schlachter summarized feedback received for year two of the district's organizational assessment. The assessment results will be used in the district's on-going improvement efforts.

**SUCCESS ACADEMY** (9:23 p.m.)

James Hiu reported that, with the closing of the Multnomah Education Service District's Alpha High School, the district has begun to develop the Gresham-Barlow School District's Success Academy to open in the fall of 2015. The district anticipates serving up to 35 middle and high school students at a location yet to be finalized. Staff will include instructors, ELL and special education, as well as wrap around services to support students and families. The school will use online curriculum.

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.

**CENTER FOR ADVANCED LEARNING (CAL) CHARTER RENEWAL**  
(9:26 p.m.)

Board members received for first reading a request to renew the Center for Advanced Learning (CAL) charter agreement. The current agreement expires on June 30, 2015.

**ALTERNATIVE EDUCATION PROGRAMS** (9:27 p.m.)

The board received a list of 2015-16 alternative education programs for first reading consideration. Action to approve the list will be requested at a subsequent meeting.

**RFP AWARD: NUTRITION SERVICES** (9:31 p.m.)

**MOTION 74** Following opening comments by Mike Schofield, Dan Christenson moved to award the Nutrition Services RFP to Sodexo pending successful contraction negotiations. Kris Howatt seconded the motion.

**MOTION 75** Kris Howatt moved to amend the motion by adding, "for the term of July 1, 2015, through June 30, 2016, with four annual renewals." Dan Christenson seconded the amendment, and it carried unanimously.

The motion to award the Nutrition Services RFP to Sodexo, pending successful contraction negotiations, for the term of July 1, 2015, through June 30, 2016, with four annual renewals carried unanimously.

**MOTION 76 PAID LUNCH EQUITY** (9:35 p.m.)

It was moved by Carla Piluso, seconded by Kent Zook and carried unanimously 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.

**MOTION 77 BUDGET AMENDMENT NO. 1** (9:37 p.m.)

It was moved by Carla Piluso, seconded by Kris Howatt and carried unanimously to approve Resolution 1415-05, Amendment No. 1 to the 2014-15 Budget for the Gresham-Barlow School District, as presented.

**MOTION 78 FINANCING RESOLUTION – GRESHAM HIGH SCHOOL TURF** (9:40 p.m.)

It was moved by Kris Howatt, seconded by Kent Zook and carried unanimously to approve Resolution 1415-06 for financing the Gresham High School turf field and related construction projects.

**MOTION 79 ADD SPECIAL BOARD MEETING** (9:50 p.m.)

Mike Schofield made a recommendation that the board meet in a special session prior to the budget committee meeting on May 14, 2015, in the Forum Room at the Center for Advanced Learning (CAL) to consider action on a CMGC (Construction Management, General Contractor) process regarding architects and contract managers for the Gresham High School turf project.

Kathy Ruthruff moved to schedule a special board meeting to be held on Thursday, May 14, 2015, at 6:30 p.m., in the Forum Room at CAL to consider a CMGC process for the turf field project at Gresham High School. The motion was seconded by Kris Howatt and carried unanimously.

**ANNOUNCEMENTS** (9:53 p.m.)

- May 14, 2015: Special Board Meeting – 6:30 p.m.  
Room 220 (Forum Room)  
Center for Advanced Learning
- 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

**ADJOURNMENT**

There being no other business, the meeting was adjourned at 9:53 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

May 14, 2015

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The Gresham-Barlow School District Board of Education met in special session on Thursday, May 14, 2015, in the Partnership Room at the Center for Advanced Learning, 1484 NW Civic Drive, Gresham, Oregon.

The meeting was called to order at 6:30 p.m. by the chair, Matt O’Connell. Other board members in attendance were Sharon Garner, Kathy Ruthruff, Kent Zook, Carla Piluso, and Dan Christenson. Kris Howatt arrived at 6:35 p.m.

The following members of the superintendent’s cabinet 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
Linda Okazaki	Director of Elementary Education
Tim Drilling	Executive Director of Assessment and Accountability
Janell Black	Executive Director of Student Support Services
Athena Vadnais	Director of Communications and Community Engagement

Randy Bryant, executive director of human resources, was absent.

**EXEMPTION ALLOWING CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) PROCESS FOR GHS TURF, TRACK AND RELATED CAPITAL IMPROVEMENTS** (6:31 p.m.)

Mike Schofield provided an overview regarding the Gresham High School turf, track and related capital improvements, the timeline for completing the project, and the recommendation to declare the existence of an emergency for the project. (Refer to the agenda packet for more detail.)

Board members discussed the findings of fact to support the use of a Construction Management/General Contractor process for the project, and the administration responded to questions.

**MOTION 80** Kathy Ruthruff moved to declare the 2015 Gresham High School turf, track and related capital improvements project an emergency. The motion was seconded by Kent Zook and carried unanimously.

**MOTION 81** Acting as the district’s Local Public Contract Review Board, it was moved by Kathy Ruthruff and seconded by Kent Zook to approve the Findings of Fact supporting a specific exemption from competitive bidding requirements for use of a Construction Management/General Contractor process for the 2015 Gresham High turf, track and related capital improvement projects. The motion carried unanimously.

**ANNOUNCEMENTS** (9:53 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

**ADJOURNMENT**

There being no other business, the meeting was adjourned at 6:37 p.m. A budget committee meeting followed at 7 p.m.

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



## 2015-2016 BUDGET COMMITTEE

### Minutes of May 26, 2015 Budget Committee Meeting

The Gresham-Barlow School District Budget Committee met at 7:00 p.m., Tuesday, May 26, 2015, in the Partnership Room of the Center for Advanced Learning, 1484 NW Civic Drive, Gresham, OR.

Members in attendance were: Kathy Ruthruff, Matt O'Connell, Kris Howatt, Kent Zook, Dan Christenson, Michael Buck, Margaret Collins, Sharon Garner, Michael Deveney, Tonja Hodgkinson, Justin Weatherford, Elizabeth Peters, Carla Piluso, and Hope Brown. *Note: Michael Deveney arrived at 7:03 pm. Sharon Garner arrived at 7:12 pm. Carla Piluso arrived at 7:20 pm and Elizabeth Peters arrived at 7:30 pm.*

The following central office administrators were present: Jim Schlachter, Mike Schofield, James Hiu, Teresa Ketelsen, Tim Drilling, Lynne Hill, Linda Okazaki, Randy Bryant, and Athena Vadnais.

#### WELCOME

Committee Chair Justin Weatherford called the meeting to order at 7:02 p.m., welcoming all present.

#### APPROVE MAY 14, 2015 BUDGET MEETING MINUTES

It was moved by Kris Howatt to approve the minutes from the May 14, 2015 Budget Committee meeting as presented; Dan Christenson seconded the motion. The motion to approve the May 14, 2015 minutes passed unanimously.

#### OPEN PUBLIC TESTIMONY

Chair Weatherford opened the meeting for public testimony at 7:05 p.m.

#### CLOSE PUBLIC TESTIMONY

There being no members of the public present Chair Weatherford closed public testimony at 7:06 p.m.

#### BUDGET COMMITTEE DELIBERATION

Kathy Ruthruff asked if we were going to get the 50/50 split and we get funded at the \$7.255 billion in year one and we get more money in year two would that help us in the biennium as a whole? If so, would we start looking at add backs? Mr. Schofield stated that at this time he is not comfortable saying that we will get the \$7.4 billion and start looking at add backs.

Justin Weatherford asked what would happen if we don't get the \$7.4 billion and get funded at the \$7.255 billion what would cuts look like? Mr. Schofield addressed the question stating that we

would have to go to the unions and ask for concessions and look at possibly cutting days. We should have an idea in the next few weeks.

Mr. Schofield let the committee know that there were changes to Page 187. In the proposed budget the imposed taxes amount was low. He is not comfortable at the proposed funding level to buy down that amount and risk defaulting on debt. He increased the amount to \$6,196,872.

Justin Weatherford asked about the long term plans regarding health insurance plan increases. Mr. Schofield explained the bargaining pooling process and how the district is trying to educate the different groups about HRAs and high deductible plans, which will likely be required as part of the Affordable Care Act.

Mr. Weatherford asked about the long-term strategy on the future replacement of the GHS turf. He would like to see the district put some skin in the game and set money aside each year for future replacements.

Chair Weatherford made a motion to move \$25,000 to the future turf fund. Carla Piluso second the motion. The committee went into deliberation. The motion failed 0 – 14.

Carla Piluso would like to see the district put a plan in place and would like to show that the budget committee supports the idea by consensus.

#### **APPROVAL OF THE 2015-2016 BUDGET**

Chair Weatherford called to approve the 2015-2016 budget.

Kris Howatt moved to approve the Gresham-Barlow School District Levy at the full permanent rate of \$4.5268. Matt O’Connell seconded the motion; motion passed unanimously.

Kris Howatt moved to approve the 2015-2016 Debt Service Levy in the amount of \$6,196,782. Sharon Garner seconded the motion; motion passed unanimously.

Kris Howatt moved to approve the Gresham-Barlow School District 2015-2016 budget (all funds) in the amount of \$147,245,594 Matt O’Connell seconded the motion; motion passed unanimously.

#### **CLOSING COMMENTS**

Superintendent Schlachter thanked everyone for their participation in the budget process.

Chair Weatherford adjourned the meeting: 8:00 p.m.

Minutes Submitted by: Michelle Hobbs

Minutes approved:

\_\_\_\_\_  
Budget Committee Chair

\_\_\_\_\_  
Date

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 2 – Financial Report

EXPLANATION: Budget: The latest revenue forecast for the State of Oregon brought some welcomed news for K-12. 2015-2017 projected revenues are up around \$264 million. That allows the legislature to allocate an additional \$106 million to the State School Fund. While this is not enough to preserve the district from making reductions in 2015-2016, it is a step in the right direction. The district built the 2015-2016 budget anticipating \$7.5 billion for K-12. The legislature will need to provide an additional \$139 million to get to that level.

PRESENTER: Mike Schofield

SUPPLEMENTARY  
MATERIALS: Financial Report/Summary (Ending April 30, 2015)

RECOMMENDATION: None

REQUESTED ACTION: Consent agenda approval

MS:lc

**GENERAL FUND**

	Actual QTR 1	Actual QTR 2	Actual QTR 3	Actual Apr	Projected QTR 4	Projected Annual	Actual YTD	Adopted Budget	Variance To Budget	
<b>Revenue</b>										
Current Taxes	-	22,324,862	1,127,496	88,630	923,630	24,375,988	23,540,988	24,076,296	299,692	
Prior Year Taxes	173,731	202,499	92,172	17,064	157,064	625,466	485,466	650,000	(24,534)	
Other Taxes / Interest	13,623	84	1,231	118	368	15,306	15,056	10,000	5,306	
<b>Total Taxes</b>	<b>187,354</b>	<b>22,527,445</b>	<b>1,220,899</b>	<b>105,812</b>	<b>1,081,062</b>	<b>25,016,760</b>	<b>24,041,510</b>	<b>24,736,296</b>	<b>280,464</b>	
Common School Fund	-	-	613,273	-	600,000	1,213,273	613,273	1,045,947	167,326	
County School Fund	-	-	-	178	1,978	1,978	178	25,000	(23,022)	
Federal Forest Fees	-	-	-	1,318	8,818	8,818	1,318	12,000	(3,182)	
State School Fund (SSF)	25,180,465	19,003,503	18,963,714	6,257,080	12,684,795	75,832,477	69,404,762	76,608,116	(775,639)	
<b>Other SSF Revenue</b>	<b>25,180,465</b>	<b>19,003,503</b>	<b>19,576,987</b>	<b>6,258,576</b>	<b>13,295,591</b>	<b>77,056,546</b>	<b>70,019,531</b>	<b>77,691,063</b>	<b>(634,517)</b>	
<b>Total Formula Revenue</b>	<b>25,367,819</b>	<b>41,530,948</b>	<b>20,797,886</b>	<b>6,364,388</b>	<b>14,376,653</b>	<b>102,073,306</b>	<b>94,061,041</b>	<b>102,427,359</b>	<b>(354,053)</b>	
High Cost Disability	-	-	-	-	506,063	506,063	-	340,000	166,063	
Prior Year SSF	-	-	-	-	1,505,788	1,505,788	-	-	1,505,788	
State Restricted	-	-	-	-	-	-	-	-	0	
<b>Other State Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,011,851</b>	<b>2,011,851</b>	<b>-</b>	<b>340,000</b>	<b>1,671,851</b>	
Tuition / Transportation	569	16,151	15,155	2,869	46,869	78,744	34,744	85,000	(6,256)	
Earning on Investment	23,088	30,857	40,506	12,948	32,948	127,399	107,399	135,000	(7,601)	
Student Fees / Admissions	46,740	30,682	72,834	85,155	233,155	383,411	235,411	425,000	(41,589)	
Rentals	16,780	26,212	132,111	21,197	52,197	227,300	196,300	235,000	(7,700)	
Donations	48,934	6,039	113,766	-	80,000	248,739	168,739	260,000	(11,261)	
Services to other Funds	7,020	16,283	75	-	119,000	142,378	23,378	250,000	(107,622)	
Misc.	77,256	179,351	33,715	20,565	120,565	410,887	310,887	400,000	10,887	
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	9,613	16,199	21,199	51,627	46,627	33,000	18,627	
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	
<b>Total Other Revenue</b>	<b>1,235,035</b>	<b>2,358,169</b>	<b>417,775</b>	<b>158,933</b>	<b>710,933</b>	<b>4,721,912</b>	<b>4,169,912</b>	<b>3,984,391</b>	<b>737,521</b>	
<b>TOTAL REVENUE</b>	<b>\$26,602,854</b>	<b>\$43,889,117</b>	<b>\$21,215,661</b>	<b>\$6,523,321</b>	<b>\$17,099,437</b>	<b>\$108,807,069</b>	<b>\$98,230,953</b>	<b>\$106,751,750</b>	<b>2,055,319</b>	92.0%
								6,250,000	BFB Budget	
<b>Expenditures</b>										
Licensed Salaries	2,801,290	8,443,693	8,396,269	2,796,525	14,045,725	33,686,977	22,437,777	34,042,961	355,984	
Support Staff Salaries	1,428,512	2,546,713	2,533,920	851,245	3,636,245	10,145,390	7,360,390	10,356,057	210,667	
Admin Salaries	1,313,556	1,296,684	1,293,721	432,170	1,298,942	5,202,903	4,336,131	5,065,496	(137,407)	
Confidential Salaries	111,837	111,522	111,173	37,057	111,171	445,703	371,589	444,687	(1,016)	
Subs' / Temp Salaries	317,328	914,271	765,174	236,895	1,281,895	3,278,668	2,233,668	3,518,231	239,563	
<b>Total Salaries</b>	<b>5,972,523</b>	<b>13,312,883</b>	<b>13,100,257</b>	<b>4,353,892</b>	<b>20,373,978</b>	<b>52,759,641</b>	<b>36,739,555</b>	<b>53,427,432</b>	<b>667,791</b>	
PERS	1,368,925	3,079,125	3,061,959	1,039,131	4,879,131	12,389,140	8,549,140	13,087,829	698,689	
FICA	448,211	986,832	976,299	324,250	1,581,250	3,992,592	2,735,592	4,066,182	73,590	
Insurance	1,444,897	3,023,757	3,020,537	1,007,163	4,717,163	12,206,354	8,496,354	12,384,352	177,998	
Other Benefits	301,014	357,007	379,156	113,001	433,001	1,470,178	1,150,178	1,594,730	124,552	
<b>Total Benefits</b>	<b>3,563,047</b>	<b>7,446,721</b>	<b>7,437,951</b>	<b>2,483,545</b>	<b>11,610,545</b>	<b>30,058,264</b>	<b>20,931,264</b>	<b>31,133,093</b>	<b>1,074,829</b>	
Purchased Services	1,798,753	3,743,609	3,561,894	1,215,064	4,765,064	13,869,320	10,319,320	14,265,691	396,371	
Charter School Payments	2,178,586	1,674,046	1,705,545	346,712	901,712	6,459,889	5,904,889	5,410,766	(1,049,123)	
Supplies & Materials	1,563,405	448,167	417,187	163,556	1,128,556	3,557,315	2,592,315	2,204,746	(1,352,569)	
Capital Outlay	88,283	178,342	29,171	10,000	10,000	305,796	305,796	115,000	(190,796)	
Other Objects	615,193	34,829	(1,285)	15,029	101,029	749,766	663,766	798,908	49,142	
Transfers	810,000	-	-	-	-	810,000	810,000	810,000	0	
<b>TOTAL EXPENDITURES</b>	<b>\$16,589,790</b>	<b>\$26,838,597</b>	<b>\$26,250,720</b>	<b>\$8,587,798</b>	<b>\$38,890,884</b>	<b>\$108,569,991</b>	<b>\$78,266,905</b>	<b>\$108,165,636</b>	<b>(\$404,355)</b>	72.4%
Reserves - Contingency/Unappropriated Ending Balance								4,836,114		
Beginning Cash Balance							\$6,080,252	\$0		
							\$237,078	\$113,001,750	Budget	
							\$6,317,330			
										5.8% (Percentage of Projected Expenditures)

Expenditure Summary		
Salaries	36,739,555	46.9%
Benefits	20,931,264	26.7%
Purchased Serv	16,224,209	20.7%
Supplies	2,592,315	3.3%
Capital Outlay	305,796	0.4%
Other Objects	663,766	0.8%
Transfers	810,000	1.0%
<b>Total</b>	<b>\$ 78,266,905</b>	<b>100.0%</b>

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

TO: Board of Directors

FROM: Jim Schlachter  
Randy Bryant

DATE: June 4, 2015

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

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

**Administrative Resignations/Terminations**

Timothy Drilling, Executive Director of Assessment & Accountability, Gresham-Barlow School District. Notice of retirement received January 20, 2015, effective June 30, 2015. PERS retirement scheduled for July 1, 2015.

Marguerite Ducey, Confidential Human Resources Specialist, Gresham-Barlow School District. Notice of retirement received October 13, 2014, effective June 30, 2015. PERS retirement scheduled for July 1, 2015.

Grant Hayball, Program Director, Student Support Services. Notice of resignation received May 18, 2015, effective June 30, 2015.

Enrique (Henry) DeJesus Ramirez, Assistant Principal, Hogan Cedars and North Gresham Elementary Schools. Notice of resignation received on January 27, 2015, effective June 30, 2015.

**Licensed Resignations/Terminations**

Lynn Adams, Art Teacher, Sam Barlow High School. Notice of retirement received April 10, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Caryn Anderson, 2<sup>nd</sup> Grade Teacher, Powell Valley Elementary School. Notice of resignation received April 28, 2015, effective immediately. Will not return for the 2015-2016 school year from current leave of absence.

Board of Directors

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

June 4, 2015

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Marica J. Bates, .83 FTE, Family & Consumer Studies Teacher, Sam Barlow High School. Notice of retirement received February 20, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Jean Black-Groulx, Special Education Teacher, North Gresham Elementary School. Notice of retirement received March 4, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Helen Deitz, .50 FTE, Music Teacher, West Gresham Elementary School. Notice of retirement received January 21, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Patrick Doody,  $\frac{3}{4}$  Blend Teacher, Highland Elementary School. Notice of resignation received March 12, 2015, effective June 12, 2015.

Linda Eby, Counselor, Gordon Russell Middle School. Notice of retirement received April 1, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Shawn Farrens, Special Education Teacher, Highland Elementary School. Notice of resignation received April 16, 2015, effective June 12, 2015.

Elisabeth Fesler, 7<sup>th</sup> Grade Science and Health Teacher, West Orient Middle School. Notice of resignation received May 20, 2015, effective June 12, 2015. Will not return from current leave of absence.

Armando Gonzales, Counselor, Gresham High School. Notice of retirement received on April 29, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Sarah Harding, 6<sup>th</sup> Grade Social Studies Teacher, Dexter McCarty Middle School. Notice of retirement received March 19, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Christina Hargaden, .83 FTE, 7<sup>th</sup> Grade Social Studies Teacher, Gordon Russell Middle School. Notice of resignation received April 30, 2015, effective June 12, 2015.

Kevin Hart, Activities Director, Gresham High School. Notice of retirement received December 2, 2014, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Board of Directors

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

June 4, 2015

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Caitlin Hartze, Special Education Teacher, Sam Barlow High School. Notice of resignation received March 18, 2015, effective June 12, 2015.

Stephanie Hemstead, 6<sup>th</sup> Grade Social Studies, 6<sup>th</sup> Grade Language Arts, 7<sup>th</sup> Grade Language Arts Teacher, Deep Creek-Damascus K-8 School. Notice of resignation received May 14, 2015, effective June 12, 2015.

Teresa Hubbard, Math Teacher, Gresham High School. Notice of retirement received October 14, 2014, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Gregory Johnson, Math and Health Teacher, Dexter McCarty Middle School. Notice of resignation received March 9, 2015, effective June 12, 2015.

Kathryn Lauder milk, Special Education Teacher, Structured Skills Center – Elementary, Springwater Trail High School Campus. Notice of resignation received March 30, 2015, effective June 12, 2015.

Linda Love, Kindergarten Teacher, Powell Valley Elementary School. Notice of retirement received February 3, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Nicole Love, Coach for Instructional Improvement, East Gresham Elementary School. Notice of resignation received May 6, 2015, effective June 12, 2015.

Angela McKinlay, .50 FTE, Autism Coach, Student Support Services. Notice of resignation received April 28, 2015, effective June 12, 2015.

Kathryn Morrow, Autism Coach, Student Support Services. Notice of resignation received April 7, 2015, effective June 12, 2015.

Catherine Newberry, Spanish Teacher, Gresham High School. Notice of retirement received February 9, 2015, effective June 12, 2015. PERS retirement scheduled for August 1, 2015.

Georgine Parke, .50 FTE, Math Teacher, Gresham High School. Notice of resignation received April 2, 2015, effective June 12, 2015.

Board of Directors

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

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Loryn Reed, Special Education Teacher, East Gresham Elementary School. Notice of resignation received May 1, 2015, effective June 12, 2015.

Judy Steinberger, School Psychologist, Student Support Services. Notice of retirement received April 1, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Randy Williams, Physical Education Teacher, Gresham High School. Notice of retirement received March 18, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Deborah Zitrin, Special Education Teacher, Dexter McCarty Middle School. Notice of resignation received May 15, 2015, effective June 12, 2015.

#### **Classified Resignations/Terminations**

Danice Callahan, Educational Assistant – Kindergarten, Hogan Cedars Elementary School. Notice of retirement received February 16, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Barbara Decious, Head Secretary, Hall Elementary School. Notice of retirement received April 16, 2015, effective June 22, 2015. PERS retirement scheduled for July 1, 2015.

Penelope Dorsey, Educational Assistant – Special Education, Hall Elementary School. Notice of retirement received January 21, 2015, effective June 15, 2015. PERS retirement scheduled for July 1, 2015.

Trudi Fitzgerald, Secretary 2 – Receptionist, Health Assistant, Gordon Russell Middle School. Notice of retirement received April 6, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Brenda Graham, Educational Assistant, Highland Elementary School. Notice of resignation received May 13, 2015, effective June 12, 2015.

Terri Mallory, Education Assistant – Kindergarten, North Gresham Elementary School. Notice of retirement received May 6, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Board of Directors

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

June 4, 2015

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Karen Mardesich, Educational Assistant – Kindergarten, Deep Creek – Damascus K-8. Notice of retirement received January 23, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Nicholas Marks, Educational Assistant-Structured Skills Center-Middle School, Springwater Trail High School Campus. Notice of resignation received April 29, 2015, effective June 10, 2015.

Debbie Millican, Educational Assistant, Powell Valley Elementary School. Notice of retirement received February 13, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Bonita Perry, Educational Assistant – Special Education, Sam Barlow High School. Notice of retirement received March 18, 2015, effective June 11, 2015. PERS retirement scheduled for July 1, 2015.

Nina Rapp, Educational Assistant – Kindergarten, Hollydale Elementary School. Notice of retirement received February 18, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Coreen Seits, Educational Assistant – Special Education, Hollydale Elementary School. Notice of resignation received May 20, 2015, effective June 15, 2015.

Cathy Stoltz, Elementary Attendance Secretary, East Orient Elementary Secretary. Notice of retirement received April 13, 2015, effective June 16, 2015. PERS retirement scheduled for July 1, 2015.

Elisa Tilton, Head Secretary, West Orient Middle School. Notice of retirement received January 21, 2015, effective June 23, 2015. PERS retirement scheduled for July 1, 2015.

Lisa Tippie, CNST 1, West Orient Middle School. Notice of retirement received March 30, 2015, effective June 18, 2015. PERS retirement scheduled for July 1, 2015.

Kathleen Verdoorn, Educational Assistant – Media, West Gresham Elementary School. Notice of retirement received March 20, 2015, effective June 12, 2015. PERS retirement scheduled for July 1, 2015.

Board of Directors

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

June 4, 2015

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Jose Walters, Head Custodian, Hall Elementary School. Notice of retirement received September 10, 2014, effective June 30, 2015. PERS retirement scheduled for July 1, 2015.

Susan Weflen, Head Secretary, Springwater Trail High School. Notice of retirement received February 9, 2015, effective June 25, 2015. PERS retirement scheduled for July 1, 2015.

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

**Administrative New Hires**

Noelle Thelen, Confidential Human Resources Specialist, Gresham-Barlow School District Office. Replacing Thomas Richards, who has been reassigned to replace Marguerite Ducey, who is retiring July 1, 2015.

**Licensed New Hires**

Robert Peterson, Special Education Teacher, Structured Skills Center-Elementary, Springwater Trail High School Campus. Replacing Kathryn Laudermilk who has resigned.

PRESENTER: Randy Bryant

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  
Matt O'Connell

DATE: June 4, 2015

RE: No. 4 – Superintendent's 2015-17 Employment Agreement

EXPLANATION: The final step in the annual superintendent's evaluation process is to renew the superintendent' employment agreement. In preparation for this renewal, Chair Matt O'Connell and Vice-Chair Carla Piluso met with the superintendent to review terms of the agreement.

Provision of the superintendent's employment agreement are in accordance with the board's desire to have compensation and other terms that reflect the superintendent's scope of responsibility, current market conditions, comparison data with other districts, and job performance.

PRESENTER: Matt O'Connell

SUPPLEMENTARY MATERIALS: The 2015-17 Employment Agreement Between Gresham-Barlow School District 10JT. and James A. Schlachter as Superintendent will be provided at the board meeting.

RECOMMENDATION: The board chair and vice chair recommend approval of the 2015-17 Employment Agreement between Gresham-Barlow School District 10 Jt. and James A. Schlachter, Superintendent.

REQUESTED ACTION: Consent agenda approval

:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 5 – Mutual Aid Omnibus Agreement

EXPLANATION: In 2008 the Multnomah County school districts entered into an Intergovernmental Agreement for the purpose of providing emergency assistance to each other if needed.

The agreement provides participating districts with emergency assistance in the form of supplemental personnel, equipment, materials, or other support. The borrowing district will receive support at the lender's discretion. Cost to the borrowing district generally occurs after the first eight hours of use for personnel or equipment and at replacement cost for supplies and materials. Resources "borrowed" with reimbursement and terms of exchange are defined in Articles X through XII.

The point of contact for this agreement would be the director of emergency management to be determined by each district. This agreement will be effective upon execution by two or more participating districts. A participating district may opt to terminate the agreement by providing written notice to each of the participating districts.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIAL: Intergovernmental Agreement – Mutual Aid Omnibus Agreement for Emergency Assistance 2015-2016

RECOMMENDATION: The administration recommends continuation of the Intergovernmental Agreement for Emergency Assistance for 2015-2016 as presented.

REQUESTED ACTION: Consent agenda approval

:lc

**INTERGOVERNMENTAL AGREEMENT**  
**Mutual Aid Omnibus Agreement**  
**Emergency Assistance 2015-2016**

This **OMNIBUS AGREEMENT** is made and entered into by the undersigned Districts (hereafter referred to as “Participating Districts”) to enable them to provide Emergency assistance to each other during times of emergency.

**WHEREAS**, the Participating Districts have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage mutual aid and assistance among the Participating Districts; and

**WHEREAS**, in the event of an emergency a Participating District which has executed this Omnibus Agreement may need emergency assistance in the form of supplemental personnel, equipment, materials or other support; and

**WHEREAS**, each Participating District may own and maintain supplies and equipment and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its supplies, equipment and supplemental personnel to other Participating Districts in the event of an emergency; and

**WHEREAS**, the proximity of the Participating Districts to each other enables them to provide emergency assistance to each other.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Participating District agrees as follows:

\*\*\*\*\*

**ARTICLE I – APPLICABILITY**

This Omnibus Agreement is available for execution to all Participating Districts. Execution of the Omnibus Agreement by a Participating District will occur when the Participating District signs an identical version of this Omnibus Agreement.

**ARTICLE II – DEFINITIONS**

- A. “Assistance Costs” mean any direct equipment costs and labor costs that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. The Lender is expected to absorb the total labor costs for assistance which takes less than eight (8) hours, and is expected to absorb the first eight (8) hours of labor costs in an extended event. The labor costs, including overtime costs, will be absorbed by the Lender, until the Borrower uses borrowed personnel more than eight (8) hours, at which time the labor costs will be incurred by the borrowing Participating District. For this Omnibus Agreement, the time begins when the lending agency makes personnel available. Further agreements regarding costs appear in Article XII, Loans of Personnel.

- B. "Borrower" means a Participating District which has adopted, signed and subscribes to this Omnibus Agreement and has made a request for emergency assistance and has received commitment(s) to deliver emergency assistance pursuant to the terms of this Omnibus Agreement.
- C. "Contact Person(s)" means the person or persons designated by each Participating District to request emergency assistance from or grant emergency assistance to another Participating District pursuant to the terms of this Omnibus Agreement.
- D. "Participating District" means an entire school district or entire education service district. Though the point of contact for this agreement is the Director of Emergency Management, all functions or departments of Participating Districts are implicated in this Omnibus Agreement, as emergency assistance could be provided by any function or department including, but not limited to instruction services, special education services, health services, social services, business services, transportation, information services, and craft or tradesmen.
- E. "Director of Emergency Management" means the person appointed as the emergency program manager by the superintendent or governing board of a Participating District.
- F. "Emergency" includes, but is not limited to, a human-caused or natural event or circumstances within the area of operation of any Participating District causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: employee strike or work stoppage, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, use of weapons of mass destruction; said event being or is likely to be beyond the capacity of any affected Participating District or Participating Districts, in terms of personnel, equipment and facilities, thereby requiring emergency assistance.
- G. "Emergency Assistance" means employees, services, equipment, materials, or supplies offered during an emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal Participating District services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where emergency assistance from other Participating Districts is necessary or advisable, as determined by the requesting Participating District.
- H. "Emergency Contact Information Form" is the form to be submitted to the Directors of Emergency Management by each Participating District that lists names, addresses, and 24 hour contact phone numbers of the Contact Person(s) of each Participating District.
- I. "Lender" means a Participating District which signed and adopted this Omnibus Agreement and has agreed to deliver emergency assistance to another Participating District pursuant to the terms and conditions of this Omnibus Agreement.

- J. "Omnibus Agreement" means identical Participating District agreements executed in counterparts which bind the executing Participating District to its terms and conditions to provide and receive emergency assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Participating District binds that Participating District to all other Participating Districts which have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving emergency assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Participating Districts' superintendents.
- K. "Termination Date" is the date upon which this Agreement terminates pursuant to Article. V.

### **ARTICLE III – PARTICIPATION**

Participation in this Omnibus Agreement is purely voluntary.

### **ARTICLE IV – ROLES OF DIRECTOR OF EMERGENCY MANAGEMENT OF PARTICIPATING DISTRICTS**

Participating Districts agree that individual Directors of Emergency Management or designee can serve as the representative of the Participating District in any meeting to agree on interpretation of the language or implementation of this Omnibus Agreement.

The Director of Emergency Management of each Participating District shall, to the extent reasonably possible:

- A. Participate in any meetings convened which are related to this Omnibus Agreement.
- B. Obtain and communicate to each Participating District the discussion items and decisions of the meeting.
- C. Maintain a manual containing the master copy of this Omnibus Agreement, any Amendments thereto, and a list of Participating Districts.
- D. Notify all Participating Districts whenever a new Participating District executes the Omnibus Agreement.
- E. Provide each Participating District with a copy of the signature page of newly executed Omnibus Agreement(s).
- F. Provide each Participating District with copies of the Emergency Contact Information Forms provided by other Participating Districts.
- G. Notify all Participating Districts whenever a Participating District terminates its participation in this Omnibus Agreement.
- H. Maintain and distribute checklists to assist Participating Districts in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

## **ARTICLE V – TERMS AND TERMINATION**

- A. This Omnibus Agreement is effective upon execution by two or more Participating Districts.
- B. A Participating District opting to terminate this Omnibus Agreement shall provide written termination notification to the Director of Emergency Management for each Participating District. Notice of termination becomes effective upon receipt by the Directors of Emergency Management. Any terminating Participating District shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

## **ARTICLE VI – PAYMENT FOR SERVICES AND ASSISTANCE**

Borrower shall pay the Lender for all valid and invoiced assistance costs within sixty (60) days of receipt of the Lender's invoice, for all of the emergency assistance services provided by the Lender. Lender, in its sole discretion, may elect to extend the repayment deadline, upon the written request of Borrower. In the event the Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

## **ARTICLE VII – INDEPENDENT CONTRACTOR**

Lender shall be and operate as an independent contractor of Borrower in the performance of any emergency assistance. Employees of Lender shall at all times while performing emergency assistance continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who perform emergency assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to reimbursement process outlined in Article XII. In no event shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Borrower under or by virtue of this Omnibus Agreement.

## **ARTICLE VIII – REQUESTS FOR EMERGENCY ASSISTANCE**

Requests for emergency assistance shall be directed to the designated contact person(s) on the contact list provided by the Participating Districts. The extent to which the Lender provides any emergency assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either federal or state emergency laws, this Omnibus Agreement shall remain in effect until or unless this Omnibus Agreement conflicts with such federal and state Laws.

## **ARTICLE IX – GENERAL NATURE OF EMERGENCY ASSISTANCE**

Emergency assistance will be in the form of resources, including equipment, supplies, and personnel, or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Participating District. A Participating District shall not be held liable for failing to provide emergency assistance. A Participating District has the absolute discretion to decline to provide any requested emergency assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are “borrowed” with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII. The Participating Districts recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

## **ARTICLE X – LOANS OF EQUIPMENT**

At the sole discretion of the Lender, equipment may be made available upon request of a Participating District. The first eight (8) hours of use will be without cost to the Borrower, after which use of equipment, including construction equipment, vehicles, tools, pumps and motors, shall be at the Lender’s actual costs or their current equipment rate; or if no written rates have been established, at the hourly operating costs set forth in an industry standard publication as selected by the Directors of Emergency Management, or as mutually agreed between Borrower and Lender. Equipment and tool loans are subject to the following conditions:

1. At the option of the Lender, loaned equipment may be loaned with an operator. See Article XII for terms and conditions applicable to use of borrowed personnel.
2. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower’s receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender’s possession within twenty-four (24) hours following notification.
3. Borrower shall, at its own expense, supply all fuel, lubrication and necessary maintenance for loaned equipment. The Borrower will take proper precaution in its operation, storage and maintenance of Lender’s equipment. Lender shall endeavor to provide equipment in good working order. All equipment is provided “as is”, with no representations or warranties as to its fitness for particular purpose, or general condition.
4. Lender’s costs related to the transportation, handling, and loading/unloading of equipment shall be chargeable to the Borrower. Lender shall provide copies of invoices for these charges when provided by outside sources and shall provide hourly accounting of charges for Lender’s employees who perform these services.

5. Without prejudice to a Lender's right to indemnification under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Borrower, or while being returned by Borrower to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing the damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing damaged equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. Borrower shall not be liable for damage caused by the sole negligence of Lender's Operators.

#### **ARTICLE XI – EXCHANGE OF MATERIALS AND SUPPLIES**

Borrower shall reimburse Lender in kind or at Lender's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Borrower and Lender. Other reusable materials and supplies which are returned (unused) to Lender in clean, damage-free condition shall not be charged to the Borrower and no rental fee will be charged. Lender shall determine whether items returned are "clean and damage-free" and items shall be treated as partially consumed or non-returnable materials and supplies if an item is found to be damaged.

#### **ARTICLE XII – LOANS OF PERSONNEL**

Lender may, at its option, loan to Borrower employees who are willing to provide various services. These employees will be loaned without cost to the Borrower for the first eight (8) hours of service, after which they will be loaned at Borrower's expense equal to Lender's full costs, including each employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Lender's collective bargaining or individual contracts, if any, or other conditions of employment. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by the Borrower. The Borrower is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for loaned personnel. The Participating Districts' Directors of Emergency Management or their designees shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Lender personnel providing emergency assistance shall be under the temporary direction of the emergency management authorities of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if employees judge a task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. When supervisory personnel are loaned, the Lender may make stipulations on the scope and duties of supervisory personnel loaned.

### **ARTICLE XIII – RECORD KEEPING**

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and/or the loaned employee(s) and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for any available state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement if available.

### **ARTICLE XIV – INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A. NOTIFICATION AND PARTICIPATION. Participating Districts which execute the Omnibus Agreement are expected to:
1. Ensure that each Participating District timely receives the most current emergency contact information.
  2. Participate in scheduled meetings to coordinate operational and implementation issues.
- B. INDEMNIFICATION. Except as provided in section C., to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing emergency assistance to the Borrower, whether arising before, during or after performance of the emergency assistance and whether suffered by any of the Participating Districts or any person or entity.
- C. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Participating District shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Participating District from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Participating District's officers, employees, or agents who are acting negligent, in bad faith or performing activities beyond the scope of their duties.
- D. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of emergency assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- E. DELAY/FAILURE TO RESPOND. No Participating District shall be liable to another Participating District for, or be considered in breach of or default under this Omnibus

Agreement due to any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.

- F. PARTICIPATING DISTRICT LITIGATION PROCEDURES. Each Participating District seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without prior consent of Borrower, which consent shall not be unreasonably withheld. The Participating District shall have the right to participate in the defense of said claim to the extent of its own interest. A Participating District's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

#### **ARTICLE XVI – WORKERS' COMPENSATION AND EMPLOYEE CLAIMS**

Lender's employees, officers or agents, made available to Borrower, shall remain Lender's employees, officers or agents while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Participating District shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Participating District shall provide Workers' Compensation in compliance with statutory requirements of the State of Oregon.

#### **ARTICLE XVII – MODIFICATIONS**

No provisions of this Omnibus Agreement may be modified, altered, or rescinded by any Participating District without 2/3 concurrence of the signatory Participating Districts. Modifications to this Omnibus Agreement must be in writing and will become effective upon approval of the modification by a 2/3 affirmative vote of the signatory Participating Districts. Modifications must be signed by an authorized representative of each Participating District.

#### **ARTICLE XVIII – NON EXCLUSIVENESS AND PRIOR AGREEMENTS**

This Omnibus Agreement is not intended to be exclusive among the Participating Districts. Any Participating District may enter into separate emergency assistance agreements with any other entity. No separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Participating Districts are inconsistent with this Agreement, prior agreements for emergency assistance between the Participating Districts will supersede this Omnibus Agreement, until the inconsistencies of the prior agreements are reconciled by the Participating Districts.

#### **ARTICLE XIX – GOVERNMENTAL AUTHORITY**

This Omnibus Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the emergencies covered by this Omnibus Agreement.

## **ARTICLE XX – NO DEDICATION OF FACILITIES**

No undertaking by a Participating District to another Participating District under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Participating District, or any portion thereof, to the public or to the other Participating District. Nothing in this Omnibus Agreement shall be construed to give a Participating District any right of ownership, possession, use or control of the facilities or assets of any other Participating District.

## **ARTICLE XXI – NO PARTNERSHIP**

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the signatory Participating Districts or to impose any partnership obligation or liability upon any Participating District. Further, no Participating District shall have any undertaking for or on behalf of, or to act or be an agent or representative of, or to otherwise bind any other Participating District.

## **ARTICLE XXII – NO THIRD PARTY BENEFICIARY**

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Omnibus Agreement shall not confer any right or remedy upon any person other than the Participating Districts. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Participating District.

## **ARTICLE XXIII – ENTIRE AGREEMENT**

This Omnibus Agreement constitutes the entire agreement, though prior agreements of the Participating Districts may take precedence over certain concepts outlined in this Agreement.

## **ARTICLE XXIV – SUCCESSORS AND ASSIGNS**

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Participating District may terminate its participation in this Omnibus Agreement subject to Article V.

## **ARTICLE XXV – GOVERNING LAW**

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Oregon.

## **ARTICLE XXVI – VENUE**

Any action which may rise out of this Omnibus Agreement shall be brought in the county where the emergency occurred.

## **ARTICLE XXVII – TORT CLAIMS**

It is not the intention of this Omnibus Agreement to remove from any of the Participating Districts any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

## **ARTICLE XXVIII – WAIVER OF RIGHTS**

Any waiver at any time by any Participating District of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

## **ARTICLE XXIX – INVALID PROVISION**

The invalidity or unenforceability of any provisions of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

## **ARTICLE XXX – NOTICES**

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Directors of Emergency Management for all Participating Districts at the address designated in each Participating District's Emergency Contact Information Form.

**SIGNATURE PAGE:**

**GRESHAM-BARLOW SCHOOL DISTRICT-NO 10J**  
**1331 NW Eastman Parkway**  
**Gresham, OR 97030**

**IN WITNESS WHEREOF**, School District No 10J, Multnomah County Oregon (Gresham-Barlow) hereto has caused this Omnibus Agreement for emergency assistance to be executed by its duly authorized representatives as of the date of their signatures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Jim Schlachter, Superintendent

By: \_\_\_\_\_  
Michael D. Schofield, Chief Financial Officer  
Director of Emergency Management

REVIEWED:

By: \_\_\_\_\_  
Attorney

\*\*\*\*\*

**ADOPTED BY GRESHAM-BARLOW SCHOOL DISTRICT**  
**BOARD OF DIRECTORS**

Resolution Number:

Date:

\*\*\*\*\*

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 6 – Award Contract – RFP / Nutrition Services

EXPLANATION: Detailed information was provided at the May 7, 2015, board meeting regarding the Nutrition Services RFP. That evening, the board took action to award the RFP to Sodexo, pending successful contract negotiations, for the term of July 1, 2015, through June 30, 2016, with four annual renewals.

The contract with Sodexo for the district's nutrition services program has since been completed, and the Oregon Department of Education Child Nutrition Program has approved it. It is now being presented for board approval via the consent agenda.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: LEA – FSMC Contract, Gresham-Barlow School District and Sodexo America LLC

RECOMMENDATION: The contract with Sodexo for the district's nutrition services program is being presented for board acceptance via the consent agenda. As stated above, the term of the agreement will be from July 1, 2015, through June 30, 2016, with four annual renewals.

REQUESTED ACTION: Consent agenda approval

MS:mkh:lc

# OREGON DEPARTMENT OF EDUCATION

## CHILD NUTRITION PROGRAMS

LEA - FSMC Contract

Gresham Barlow School District  
&  
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 following 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](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](mailto: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 one million dollars (\$1,000,000). 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 \$1,000,000 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.



7.11 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:

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Print Name	Signature of FSMC Authorized Representative	Title	Date
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Michael D. Schofield	Signature of LEA Authorized Representative	Chief Financial Officer	June 4, 2015
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**GRESHAM-BARLOW SCHOOL DISTRICT**  
**1331 NW Eastman Parkway**  
**Gresham, OR 97030-3825**

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 7 – Nutrition Services: Food Services Intergovernmental Agreement with MESD

EXPLANATION: Attached is the Intergovernmental Agreement (IGA) with Multnomah Education Service District to continue providing breakfast and lunch meals for the participating alternative school sites. The IGA will allow Sodexo to provide meals for Arata Creek.

The Nutrition Services Department of the Oregon Department of Education (ODE) delivered instructions for the Intergovernmental Agreement. Attached is the required agreement provided by ODE for 2015-16.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: Intergovernmental Agreement between Multnomah Education Service District and Gresham-Barlow School District for Food/Meal Services.

RECOMMENDATION: The administration recommends approval of the Intergovernmental Agreement with Multnomah Education Service District.

REQUESTED ACTION: Consent agenda approval

MS:mkh:lc

## Options for Contracted Meal Services

### How to get meals from outside your organization?

Sponsors for the Child Nutrition Programs have options for providing food/meal services. Food service contracts are agreements between school districts both public and private, private non-profit organizations or a public government entities. The meal providers may also be a catering company or a food service management company. The provider may prepare and serve the food or may act as a vendor only.

Meals not prepared by the Sponsor either on site (self-prep) or from the Sponsor's central kitchen are considered meals from an outside source.

Choose the agreement that best fits your situation.

#### **Intergovernmental Agreement (Pages 2-6) Fillable form, complete, print, and sign page 6**

This type of Agreement is between two public entities. When a sponsor that is a public entity receives food, meals, and/or staffing from another public entity an Intergovernmental Agreement is used. (ORS 190.010)

If there is another Sponsor for the child nutrition programs that is willing to be the vendor, the Agreement may be awarded by direct negotiation with the other Sponsor without competition.

The Sponsor will retain all documentation in their files for review. Agreements developed under this option do not have renewal years available; they are negotiated each year.

#### **Vended Meal Agreement (Pages 7-12) Fillable form, complete, print, and sign page 11**

In a Vended Meal Agreement, the vendor does not directly manage any aspect of actually serving the food. Instead, the vendor provides only pre-packaged, pre-plated meals or food only.

When meal food costs will be under \$150,000 during the fiscal year and the Sponsor is providing the staff for serving the meals a Vended Meal Agreement is used. The Sponsor must document contact with at least three (3) vendors and obtain competitive price quotations.

The Sponsor will retain all documentation in their files for review. Agreements developed under this option do not have renewal years available; they are negotiated each year.

#### **Food Service Management Company Agreement**

The Food Service Management Company (FSMC) provides services for Sponsors such as serving, producing, and supplying prepared foods. FSMCs can also provide program operational, facility management, and staffing services to Sponsors.

In general, FSMC services will require a competitive procurement and resulting agreement as the yearly cost is over \$150,000.

Sponsors typically use a Request for Proposal (RFP) format to procure a management company. The RFP format allows the Sponsor to award the Agreement based on a combination of lowest price and how well the proposals meet the evaluation criteria established by the Sponsor.

If you need guidance or technical assistance for this process, please contact your assigned Child Nutrition Specialist.

## **INTERGOVERNMENTAL AGREEMENT**

### **BETWEEN**

Multnomah Education Service District

### **AND**

Gresham Barlow School District

### **FOR FOOD/MEAL SERVICES**

**THIS AGREEMENT is entered into by and between** Multnomah Education Service District - 2613008 **and** Gresham Barlow School District - 2607003.

## **R E C I T A L S**

**WHEREAS**, Multnomah Education Service District **AND** Gresham Barlow School District as units of local government, as that term is defined in ORS 190.003; and

**WHEREAS**, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and states further that the agreement may provide for the performance of a function or activity:

1. By a consolidated department;
2. By jointly providing for administrative officers;
3. By means of facilities or equipment jointly constructed, owned, leased, or operated;
4. By one (1) of the parties for any other party;
5. By an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to enacting on behalf of the units of local government that are parties to the agreement; or
6. By a combination of the methods described above; and

**WHEREAS**, ORS 190.020 requires the agreement to specify the functions or activities to be performed and by what means they shall be performed and, where applicable, the agreement shall provide for:

1. The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;
2. The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;
3. The transfer of personnel and the preservation of their employment benefits;
4. The transfer of possession of or title to real or personal property;
5. The term or duration of the agreement, which may be perpetual;
6. The rights of the parties to terminate the agreement' and;

**WHEREAS**, concerning the effect of the agreement, ORS 190.030 states:

1. When an agreement under ORS 190.010 has been entered into, the unit of local government, consolidated department, intergovernmental entity or administrative officer

designated therein to perform special functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested in law in each separate party to the agreement, its officers and agencies;

2. An officer designated in an agreement to perform specified duties, functions or activities or two or more public officers shall be considered to be holding only one (1) office;
3. An elective office may not be terminated by an agreement under ORS 190.010; and

**WHEREAS**, Multnomah Education Service District **AND** Gresham Barlow School District recognize that the consolidation of programs is the best utilization of public tax dollars; and,

**WHEREAS**, Multnomah Education Service District **AND** Gresham Barlow School District wish to enter into an agreement in which Gresham Barlow School District provides meal services to Arata Creek High School - 12284.

**NOW, THEREFORE**, in consideration of the promises and covenants herein contained, the parties enter into the following:

## **A G R E E M E N T**

### **1. Purpose and Effective Date of Agreement**

1.1 The purpose of this Agreement is for Gresham Barlow School District to provide food/meal services to Arata Creek High School - 12284.

1.2 This Agreement becomes effective upon execution by both parties and services shall remain in effect until June 30, 2016. Any changes to this Agreement must be in writing, in the form of an amendment to this agreement and signed by both parties.

1.3 Gresham Barlow School District has a Food Service Management Company Contract

Not Applicable (do not complete statement below – scroll down to #2)

Applicable (complete statement below)

This Agreement is subject to the Food Service Management Company Contract (FSMC) between Gresham Barlow School District and Sodexo, with effective dates of July 1, 2015 – June 30, 2016. In case of conflict between this Agreement and the provisions of the FSMC contract, the provisions of the Agreement between Gresham Barlow School District and Sodexo shall control. (A copy of the FSMC contract is attached to the agreement for reference by the parties.)

### **2. Duties and Responsibilities of Gresham Barlow School District of party providing the services**

2.1 Gresham Barlow School District will provide the following service to Arata Creek High School - 12284

2.1.1 Provide meals each weekday, Monday through Friday. Meals will not be provided on holidays or when school is not in session, teacher planning days for either district, or any other days when school is not in session at either Gresham Barlow School District or Arata Creek High School - 12284

2.1.2 In the event of emergency closure by either Gresham Barlow School District or Arata Creek High School - 12284 the vendor will not provide food service to Arata Creek High School - 12284. In the event of a delayed opening or early release of students due to

emergency circumstances, food service will be provided unless school will not be in session for either Gresham Barlow School District or Arata Creek High School - 12284 during normal meal service hours.

- 2.1.3 The content of the meals to be served will be decided by vendor. The vendor will prepare a proposed menu for the following month and submit it to Arata Creek High School - 12284 by the 25<sup>th</sup> of each month. The vendor retains the right to change menu items or revise the menu in the event of unavailability or increased item prices. Substituted menu items shall meet the conditions of described in this Agreement.
- 2.1.4 All reimbursable lunches, breakfasts, and snacks shall meet the qualifications of USDA reimbursement as described in 7 CFR 210.10 and 220.8, 225.16, and 226.20 [as applicable]. All meals prepared by vendor shall meet or exceed all applicable regulations established by the U.S. Department of Agriculture and the Oregon Department of Education.
- 2.1.5 Provide on-site food service employee(s) to prepare and serve meals at Arata Creek High School - 12284 for breakfast and lunch service. Said food service employees shall, at all times and for all purposes, remain employee(s) of the vendor.
- 2.1.6 Train, discipline, and/or dismiss employees working for Gresham Barlow School District.
- 2.1.7 Provide training to all employees on applicable sanitation and food service regulations.
- 2.1.8 Be responsible for the payment of any and all salary, insurance, and other costs or benefits related to the above-referenced food service employees(s).
- 2.1.9 Meals will be prepared and served in accordance with Arata Creek High School - 12284 established breakfast and lunch meal periods.
- 2.10.10 All employees reemployed in the Gresham Barlow School District Food Service operation will be employees of the vendor. The vendor will provide workers' compensation insurance and administer all workers' compensation claims and will defend and hold harmless Gresham Barlow School District for workers' compensation claims incurred if an employee of vendor is injured at either employment site.

2.2 Gresham Barlow School District will bill Arata Creek High School - 12284 for the above-referenced items on a monthly basis.

3. **Duties and Responsibilities of Arata Creek High School - 12284 of party receiving the services**

3.1 Arata Creek High School - 12284 will provide garbage service for the kitchen and the disposable products.

3.2 Arata Creek High School - 12284 shall be responsible for providing secure food storage facilities that meet all applicable regulations for the storage of food.

- 3.3 Arata Creek High School - 12284 shall be responsible for providing adequate food preparation and service facilities that meet all applicable regulations, and shall be responsible for all repairs and maintenance of said facilities.
- 3.4 Arata Creek High School - 12284 will maintain all equipment used in food preparation and storage and will purchase new equipment a necessary to ensure safe food preparation and storage.
- 3.5 Arata Creek High School - 12284 shall pay Gresham Barlow School District \$2.60 for every student lunch and \$1.35 for student breakfast meal served at Arata Creek High School - 12284. Additionally, Arata Creek High School - 12284 will pay Gresham Barlow School District for all meal equivalents at \$1.00 per meal equivalent. Meal equivalents are the result of dividing the total of Net Sales, other than from pattern meals sales (including cash for adult meals, a la carte food and beverages sales, snack bar, catering conferences or other functions sales) by One Dollar (\$1.00).
- 3.6 Payment by Arata Creek High School - 12284 shall be due within fifteen (15) days of receipt of a monthly invoice from Gresham Barlow School District.
- 3.7 Gresham Barlow School District will be granted access to ordering and utilizing Arata Creek High School - 12284 USDA Foods (commodities) entitlement for use in preparing meals. USDA Foods will remain the property of Arata Creek High School - 12284.
- 3.8 The books, deposits, records, free and reduced application and verification process and reimbursement claims in accordance with the National School Lunch Program (7 CFR 210) pertaining to Arata Creek High School - 12284 Food Service operation shall be the property and responsibility of Arata Creek High School - 12284.
4. **Employment.** The vendor is the employer of any employees hired to run the Food Service operations at Gresham Barlow School District. The vendor is responsible for general supervisory oversight over these employees, along with the human resource functions including hours and benefits. The vendor will also provide workers' compensation for all employees at Gresham Barlow School District hired to run the Food Service operation.
5. **Indemnification.** Each party agrees to indemnify and hold harmless the other against any liabilities resulting from the activities of each party's employees on behalf of each public entity.
6. **Assignment.** Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.
7. **Compliance with Laws.** During the entire term of this agreement, the parties shall comply in every respect with all laws, rules, and regulations of the State of Oregon.
8. **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.
9. **Contract Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or effect or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

10. **Termination or Suspension of Performance.**

10.1 This agreement may be terminated without cause by either party by providing the other party thirty (30) days' notice, in writing, and delivered by certified mail or in person.

10.2 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination.

10.3 The parties agree to promptly settle all accounts existing from work performed under this agreement upon termination.

The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement. No modification of this agreement shall be binding upon the other party except to the extent incorporated in this agreement.

By: \_\_\_\_\_  
Authorized Representative Signature of Sponsor

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative Signature of Vendor

Date Signed: \_\_\_\_\_

**VENDED MEAL AGREEMENT  
FIXED MEAL PRICES**  
For use by Oregon Child Nutrition Programs (CNP) Sponsors

**Program Year** \_\_\_\_\_

This Agreement is entered into by and between **Sponsor Name and Agreement #** and **Vendor Name**. This Agreement becomes effective upon being fully executed by both parties. This agreement shall be effective beginning **Beginning Date** and ending **Ending Date**, not to exceed one(1) year.

**Check only one:**

- Sponsor and Vendor **are both** CNP Sponsors  
 Sponsor is a CNP Sponsor; Vendor is **NOT** a CNP Sponsor

SPONSOR and Vendor mutually agree as follows:

1. **SCOPE AND PURPOSE.**

1.1 Vendor agrees to supply meals which meet or exceed the minimum meal pattern requirements with Sponsor's Agreement with the Oregon Department of Education (ODE) to participate in the Child Nutrition Programs (CNP).

1.2 Child Nutrition Programs:

**Mark all applicable programs:**

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

1.3 Sponsor will be legally responsible for the conduct of the food service program, and will supervise the food service operations in such manner as will ensure compliance with the requirements of ODE and the USDA. Sponsor will retain control of the food service account and overall financial responsibility for CNP. Sponsor will retain signature authority on forms submitted to ODE including the CNP Agreement, the annual CNP application and CNP monthly claims for reimbursement. Sponsor will evaluate monthly meal information submitted by the Vendor and verify that the information is accurate before submitting monthly claims for reimbursement. Sponsor is responsible for conducting required site monitoring visits. If charging for meals Sponsor will establish all selling prices for reimbursable and non-reimbursable meals/milk and a la carte prices.

1.4 Upon request, Sponsor must make all accounts and records pertaining to the Program available to representatives of the Oregon Department of Education, the U.S. Department of Agriculture, and the General Accounting Office for audit or administrative and nutrition reviews, at a reasonable time and place.

1.5 Sponsor may request Vendor to provide additional food service such as special functions and catering. Sponsor or requesting organization will be billed for the actual

cost of food, supplies and labor, plus a mutually agreed upon mark-up for administrative overhead, which will be negotiated outside of this Agreement.

1.6 The Vendor will comply with the rules and regulations of ODE and USDA that are applicable to the programs being administered, and any additions or amendments thereto, including but not limited to 7 CFR Parts 210, 215, 220, 225, 245, 250, and 3016, or 3019.

2. **MEAL PRICES**

Sponsor will pay Vendor the following fixed meal rates as proposed by Vendor. These meals will be unitized **inclusive** of milk.

Breakfast @ \$_____ each	Lunch @ \$_____ each
Snack @ \$_____ each	Supper @ \$_____ each
Milk @ \$_____ each	

These prices include transportation if applicable, food, and required supplies for serving if applicable, packaging and containers needed to transport food in accordance with State and local sanitation requirements. Food will be transported from the food preparation center, **Name of Facility** which is located in **Location of Facility**, in appropriate containers to maintain safe food temperatures and will be accompanied by the appropriate delivery receipt.

3. **MEALS**

The Vendor must provide the Sponsor, for review and approval, a proposed 20-day cycle menu for the operational period, at least **# of days** business days prior to the beginning of the period to which the menus applies. The menu must meet the selected meal pattern requirements. The Sponsor may request changes in the menu. Any changes to the menu made after the Sponsor's approval must be agreed upon by the Vendor and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of 1) monotonous diet resulting from items served frequently or similarity to other items; 2) the nutritional needs of the students; 3) susceptibility to spoilage; 4) the foods are not age appropriate, and 5) excessive waste resulting from unpopularity of items with children. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than **# of days** after request, except in cases where spoilage is discovered, Sponsor shall receive acceptable meals meeting meal pattern requirements.

[For CACFP, NSLP, and SBP Meals] If necessary, Vendor will make substitutions in the meal pattern for children who have a disability documented by a medical doctor (MD) and whose disability restricts the child's diet. Meal patterns will be determined as prescribed by the MD's written diet order [7 CFR 15(b) (3)]. Payment for alternate meals will be determined on a case-by-case between the Sponsor and the Vendor.

A designated representative of **Sponsor Name** will order meals for each day not later than **Time** PM the day before service, with adjustments made not later than **Time** AM the day of service.

In addition, it is agreed that, on a **weekly** basis, Vendor will provide Sponsor with menus which clearly indicate that all meals contain the required components. These menus will be provided at least one (1) week in advance of their serving. Further, Vendor will maintain full and accurate records including meal production records indicating the type and amount of food prepared and delivery receipts which indicate the daily number of meals delivered. These records will be reported to the Sponsor promptly at the end of the month.

The Sponsor will not pay for meals that are delivered outside of the agreed upon delivery time.

The Sponsor will not be responsible for payment of meals that 1) do not meet the meal pattern requirements as specified in the Agreement; 2) do not meet required portion size; and/or 3) are spoiled or unwholesome at time of receipt. Sponsor must notify the Vendor of the issue and number of meals to be credited prior the meal being served.

Meal service transporting equipment, containers, and utensils will be provided by Sponsor with cleaning and sanitization on a daily basis by Sponsor.

The Vendor will present an invoice and delivery receipts within # of working days working days following the end of each preceding month for meals delivered. The Sponsor will submit payment to the Vendor within # of working days working days of receipt of the invoice. The Sponsor will notify the Vendor within # of working days working days of receipt of any discrepancies in the invoice. The Sponsor shall pay the Vendor for all meals delivered in accordance with the Agreement. Neither ODE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement. In addition neither ODE nor USDA will be responsible for resolving issues for partial or non-payment per the terms of this Agreement.

Sponsor and Vendor agree to non-payment for meals that do not adhere to the menu and portion size requirements as specified by the federal regulations.

The Sponsor shall retain all records relating to food production and delivery for the current operating year plus three (3) years but not limited to, the following:

- Production records, including quantities, and amounts of food used in preparation of each meal and food component of menus
- Standardized recipes and yield from recipes as deemed necessary
- Crediting documentation for all items such as: Manufacturer's Product Formulation Statements (MPFS), food product labels, CN Labels, and etc.
- Processed product nutritional analysis
- Dates of preparation of meals
- Number of meals and locations where meals were delivered
- Signed vended meal receipts
- Nutrition Facts Label(s) of individual food items, and/or Nutrient Analysis for prepared food items.
- Bills charged to Sponsor for meals delivered under this Agreement including the credit of USDA Foods where applicable
- Inventory records

- All documents pertaining to this procurement transaction: all quotes/bids received, evaluation criteria including justification for awarding the resulting agreement.

4. **HEALTH CERTIFICATION**

Both Sponsor and Vendor adhere to all applicable federal, state and local health and sanitation certifications and inspections. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

5. **FURTHER PROVISIONS**

5.1 Both Sponsor and Vendor must follow USDA's nondiscrimination policies, including incorporating the following nondiscrimination statement on all program materials published, electronically and in print, for public information through brochures, bulletins, leaflets, letters, newspapers, and websites. Federal regulations allow use of a shorter nondiscrimination statement on program materials less than one (1) page in length. The short statement must be in the same size print as the text of the documents.

**Full Version:**

In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call, toll free (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

**Short Version:**

This Institution is an equal opportunity provider.

5.2 This Agreement may be terminated by notice in writing given by any party to the other parties at least 30 days prior to the date of termination. This Agreement may be terminated immediately for cause.

Additional inclusions must be attached to this Agreement.  
Attachment A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of date indicated below.

**Sponsor Name**  
Sponsor Name

**Vendor Name**  
Vendor Name

**Title, Sponsor**  
Title, Sponsor

**Title, Vendor Name**  
Title, Vendor

---

Authorized Representative Signature

Authorized Representative Signature

**Date Signed**  
Date Signed

**Date Signed**  
Date Signed

ATTACHMENT A  
SERVICES LOCATION INFORMATION

The Sponsor shall ensure that a representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. The individual will verify the temperature, quality, and quantity of each meal delivery. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements for the CNP and with local health safety codes.

Meal Type(S)	# of Meals	Location	Delivery Time(s)	Pick-up Time(s)

**Calendar/Emergency Closing Information**

Sponsors days of operation requiring meals:

Checks days of operation:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Vendor days of operation:

Check days of operation:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Each Sponsor/Vendor needs to provide information regarding how services will be provided or not when days of operation do not match. Include in the statement how emergency closures or events will be handled.

Sponsor Information:

**Sponsor Information**

Vendor Information

**Vendor Information**

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 8 – Nutrition Services: Summer Food Service Program

EXPLANATION: The district has sponsored a summer food service program for qualified sites in East Multnomah County. If approved for continuation, the district will partner with the Oregon Department of Education through the Federal Child Nutrition Program agreements to provide the program.

The district will sponsor and serve 12 qualified sites in East Multnomah County.

PRESENTER: Mike Schofield

SUPPLEMENTARY  
MATERIALS: Qualified Sites for 2015 Summer Food Service Program

RECOMMENDATION: The administration recommends approval of the summer food service program as presented.

REQUESTED ACTION: Consent agenda approval.

MS:mkh:lc

## QUALIFIED SITES FOR THE 2015 SUMMER FOOD SERVICE PROGRAM

<b>Summer Meal Program</b>	<b>Serving Times</b>	<b>Dates Operation</b>
Gresham High School 1200 N Main Street Gresham, OR 97030	Breakfast: 8:30 am – 9:00 am Lunch: 12:00 pm – 12:30 pm	July 20 – Aug 13(M-Th)
East Gresham Grade School 900 SE 5 <sup>th</sup> Gresham, OR 97080	Breakfast: 9:00 am – 9:30 am Lunch: 12:00 pm - 12:30 pm	July 20 – Aug 13 (M-Th) June 15 – Aug 20 ( M-Th)
Hall Elementary School 2505 NE 23 <sup>rd</sup> Gresham, OR 97030	Breakfast: 8:45 am – 9:15 am Lunch: 12:00 pm - 12:30 pm	July 20 – Aug 13(M-Th) June 15 – Aug 20 ( M-Th)
Highland Elementary School 295 NE 24 <sup>th</sup> Gresham, OR 97030	Breakfast: 8:45am – 9:15 am Lunch: 12:00 pm - 1:00 pm	Breakfast: July 20 – Aug 13 (M-Th) Lunch: June 15 - Aug 13 (M-TH)
Dexter McCarty Middle 1400 SE 5 <sup>th</sup> Gresham OR 97080	Breakfast: 8:30 am – 9:00 am Lunch : 12:00 pm - 12:30pm	July 20 – Aug 13 (M-Th) June 15 – Aug 20 ( M-Th)
Gresham Methodist 680 NW 8 <sup>th</sup> St Gresham, OR 97030	Breakfast: 8:30 am – 9:00 am Lunch : 12:00 pm - 12:30pm	July 6 – Aug 6 ( M-Th)
Gresham Village Square Apts. 1625 SE Roberts Ave Gresham, OR 97080	Lunch: 12:30 pm – 1:00 pm	June 15 - Aug. 21 (M-F)
Cedar Meadows Apartments 3181 SE Powell Valley Rd Gresham, OR 97080	Lunch: 12:00 pm - 12:30 pm	June 15 - Aug. 21 (M-F)
Main City Park (Pavilion) 219 South Main Ave. Gresham, OR 97030	Lunch: 11:30 pm - 12:00 pm	June 15 - Aug. 21 (M-F)
Red Sunset Park (Pavilion) 2403 NE Red Sunset Dr. Gresham, OR 97030	Lunch: 12:30 pm - 1:00 pm	June 15 - Aug. 21 (M-F)
Gresham Arts Plaza (splash pad) 401 NE 2 <sup>nd</sup> Street Gresham, OR 97030	Lunch: 1:30pm – 2:00 pm	June 15 – Aug 21 (M-F)
Stark Manor Apts 600 SE 217 <sup>th</sup> Ave Gresham, OR 97030	Lunch: 12:00-12:30	June 16 – July 30 (T & Th only)

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 9 – Stadium Visioning for Sam Barlow and Gresham High School

EXPLANATION: In February of 2015, the administration began a visioning process for the Gresham and Barlow High School stadiums.

The primary goal was to engage community and staff from both high schools to create a vision based comparable OSAA 6A high schools.

The outcome of this visioning process will be shared with the board and the information will be also be provided to the Bond Measure Planning Committee as a resource.

PRESENTER: Mike Schofield

SUPPLEMENTARY  
MATERIALS: None at this time

RECOMMENDATION: None

REQUESTED ACTION: None

MS:mkh:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
James Hiu

DATE: June 4, 2015

RE: No. 10 - Sam Barlow High School Track and Field

EXPLANATION: In an effort to recognize students who achieve state champion status in school activities and academic programs, tonight we have the opportunity to recognize state champion track team members.

The Girls Track and Field squad won the Team State Title, the first time since 1983. This amazing accomplishment was capped by a historic 4x100 relay and a 1-2-3 finish in the 100-meter dash. It was the first time in the history of the State Track and Field Meet that a single team captured the top three spots in a single event.

**Girls**

*Senior Danelle Woodcock*

1st in the 200 with a lifetime best and school record time of 25.08

1st in the 100

1st in the 4x100 relay in a school record time of 46.72 (2nd fastest time ever in the State of Oregon)

6A Girls Athlete of the Meet (high point scorer) for the 3rd straight year.

*Junior Macie Allen*

1st in the 4x100 relay

*Sophomore Sara Turner*

1st in the 4x100 relay

*Sophomore Renick Meyer*

1st in the 4x100 relay

Alternates-

*Senior Saraia Collmer 4x100*

*Freshman Madison Serafini 4x100*

Board of Directors  
Re: No. 10 - Sam Barlow High School Track and Field  
June 4, 2015  
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**Boys**

*Senior Kobie Ham*

1st in Boys Shot Put

The Board is asked to recognize the outstanding accomplishment of these Sam Barlow High School students for their state champion performances.

PRESENTER: Athena Vadnais for James Hiu

SUPPLEMENTARY  
MATERIALS: Certificates of Accomplishment

RECOMMENDATION: The administration recommends that the board recognizes the students on the Sam Barlow High School State Champion Track and Field Team by presenting them with certificates of accomplishment.

REQUESTED ACTION: No formal action is required.

JB:pkh:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
James Hiu

DATE: June 4, 2015

RE: No. 10a - Gresham High School Track and Field

EXPLANATION: In an effort to recognize students who achieve state champion status in school activities and academic programs, tonight we have the opportunity to recognize a state champion from Gresham High School.

Senior Caleb Dalzell won first place in the Boys Discus, with a throw of 155-10 in the OSAA 6A State Championship, held in Eugene on May 23, 2015. Caleb is a four-year, three-sport athlete (football, basketball and track) and is Gresham High School's Athlete of the Year. He plans to attend George Fox University this fall.

PRESENTER: Athena Vadnais for James Hiu

SUPPLEMENTARY  
MATERIALS: Certificate of Accomplishment

RECOMMENDATION: The administration recommends that the board recognizes Caleb Dalzell from Gresham High School for his state champion status in discus.

REQUESTED ACTION: No formal action is required.

JB:pkh:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
James Hiu

DATE: June 4, 2015

RE: No. 11 - Acting Awards: Gresham High School

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 first place winners of the State Acting Competition.

Over 1,300 students from 60 high schools participated at the State Acting Competition in April in Salem. Congratulations to the following students from Gresham High School for winning three of the 20 winning scenes:

**Duo Acting:**

Claire Corbett      Sara Eakman

**Group Acting:**

Taylor Sund      Sean Farley  
Laurel Strobel      Hunter Anderson

**Small Group Musical:**

Laurel Strobel      Riley Olsen  
Irene Jaime      Kelley Bastin  
Vashti Wix      Bailee Sveen      Rhianna Rees

Congratulations to Advisor Sara Dempsey who was the recipient of the **The Rex Rabold Memorial Award**. This honor is awarded to an outstanding organization or individual for unselfish donation of time that has furthered the activities of secondary school theatre in Oregon.

Board of Directors

Re: No. 11 - Acting Awards: Gresham High School

June 4, 2015

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PRESENTER: Athena Vadnais for James Hiu

SUPPLEMENTARY  
MATERIALS: Certificates of Accomplishment

RECOMMENDATION: The administration recommends that the board recognizes these Gresham High School students for their state champion performances.

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: June 4, 2015

RE: No. 12 - Acting Award: Sam Barlow School

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 a first place winner of the State Acting and Design Competition, Ellie Leach.

Over 1,300 students from 60 high schools participated at the State Acting Competition in April in Salem. Congratulations to Senior Ellie Leach from Sam Barlow High School who took 1<sup>st</sup> place in Solo Acting for her monologues.

PRESENTER: Athena Vadnais for James Hiu

SUPPLEMENTARY  
MATERIALS: Certificate of Accomplishment

RECOMMENDATION: The administration recommends that the board recognizes Sam Barlow High School senior, Ellie Leach, for her 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: June 4, 2015

RE: No. 13 - Music Instrument Solo: Sam Barlow High School

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 a first place winner in a solo musical instrument competition.

Brady Jacobson, Sam Barlow High School senior, placed first in the low saxophone category at the OSAA State Solo Contest.

PRESENTER: Tim Drilling for James Hiu

SUPPLEMENTARY  
MATERIALS: Certificate of Accomplishment

RECOMMENDATION: The administration recommends that the board recognizes Sam Barlow High School senior, Brady Jacobson, for his 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: June 4, 2015

RE: No. 14 - Speech Award: Sam Barlow High School

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 a first place winner of the State Speech Tournament.

Over 450 students from 65 high schools participated at the State Speech Tournament. Congratulations to Senior Meghan Espinoza from Sam Barlow High School who took 1<sup>st</sup> place in Dramatic Interpretation for her recitation of a memorized speech *Property Known as Garland* by Billy Van Sandt. There were 23 students competing in Meghan's category.

PRESENTER: Tim Drilling for James Hiu

SUPPLEMENTARY  
MATERIALS: Certificate of Accomplishment

RECOMMENDATION: The administration recommends the board recognizes Sam Barlow High School senior, Meghan Espinoza, for her 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  
Janell Black

DATE: June 4, 2015

RE: No. 15 – Champion Special “Olympic” Team: Sam Barlow High School

EXPLANATION: On May 14, students with disabilities from Gresham and Sam Barlow high schools participated in the Gary Walls: Meet of Champions! This “Olympic” style track and field event has been held in the Centennial School District for more than 30 years to honor the abilities of special education students. Eight ‘East County Schools’ came out to play.

Sam Barlow High School was the grand champion for the second year in a row! Thirty student athletes participated in this awesome meet. The victory in the relay race earned the Bruins the “Big Trophy.” The team was supported and cheered on by peer buddies and students from AVID. Coach Summerfield helps lay down the foundation for this competition and FUN in his Adaptive PE class.

The board is asked tonight to recognize the outstanding accomplishment of the following Sam Barlow High School students and acknowledge them for their enthusiasm, athletic prowess, and demonstrated positive behaviors:

Andres Aguire-Maya	Meghan Gianni
Nicole Bressell	Dominique Johnson
Marshall Culwell	Luke Kelly
Justus Curry	Deisy Martinez
Derek Dewey	Daniel Monroe
Ruvim Dovgam	Stephen Rice
Kiah Enriquez	Diego Rojas-Garcia
Jeffrey Fedr	Cailey Sasaki
Adam Fisher	Claire Sonnichsen
Ty George	Daniel St.Clair
Andrew Gordon	Jodie Thurman
MiKayla Heston	Luke Townsend
Sierra Hines	Alysia Valentine
Kendra Hooser	Kelsey VanHecke
Allen Huston	Jacob Wilson

Board of Directors

Re: No. 15 – Champion Special “Olympic” Team: Sam Barlow High School

June 4, 2015

Page 2

PRESENTER: Janell Black

SUPPLEMENTARY  
MATERIALS: Certificates of Accomplishment

RECOMMENDATION: The administration recommends that the board recognizes the students on the Sam Barlow High School Champion Special “Olympic” team.

REQUESTED ACTION: No formal action is required.

JB:pkh:lc

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

TO: Board of Directors  
FROM: Jim Schlachter  
DATE: June 4, 2015  
RE: No. 16 – Dan Christenson’s Service as a School Board Member

EXPLANATION: Dan Christenson’s term on the Gresham-Barlow School District’s Board of Directors will expire on June 30, 2015. After six years of service, Mr. Christenson decided that he would not submit his name for re-election, and would instead “retire” from the board at the end of this school year.

In recognition of Director Christenson’s service on the board, and of his dedication to the patrons and students of the district, a presentation will be made during the board meeting.

PRESENTER: Jim Schlachter and Chair O’Connell

SUPPLEMENTARY  
MATERIALS: None

RECOMMENDATION: The administration recommends that the board acknowledge Dan Christenson for his years of service on the Gresham-Barlow School District Board of Directors.

REQUESTED ACTION: No formal 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: June 4, 2015

RE: No. 17 – Gresham-Barlow Education Foundation Report

EXPLANATION: Gresham-Barlow Education Foundation updates are typically presented every-other month, with the exception of June, July and August (summer break).

The next Foundation report will be presented in the fall. In the interim, the Foundation has provided the following for your information:

- On May 28, the Foundation awarded \$20,000 in Innovation Grants to district educators
- The annual “Scramble for Students” golf tournament will be held at The Resort at the Mountain on September 22, 2015.

PRESENTER: Athena Vadnais

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: June 4, 2015

RE: No. 18 – District Advisory Council (DAC) Report

EXPLANATION: The most recent DAC meeting was held on May 20, 2015, at East Gresham Elementary School. Board representatives present were Matt O’Connell, Carla Piluso, Kris Howatt and Sharon Garner.

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

PRESENTER: Athena Vadnais

SUPPLEMENTARY  
MATERIALS: Minutes of the May 20, 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**  
 May 20, 2015  
**East Gresham Elementary School**

**DAC Members present:**

Deep Creek-Damascus	Brandie Baseler Teri Kane	Powell Valley ES	Casey Schwartz
East Gresham ES	Reyna Martinez	West Gresham ES	
East Orient ES		Clear Creek MS	
Hall ES		Dexter McCarty MS	
Highland ES		Gordon Russell MS	Nick Kemper
Hogan Cedars ES		West Orient MS	
Hollydale ES	Shannon Rist Megan Johnson	Gresham HS	Dawn Bures
Kelly Creek ES	Kathy Koch	Sam Barlow HS	
North Gresham ES	Diane Spencer	Springwater Trail HS	

**School Board Members:** Matt O'Connell, Carla Piluso, Kris Howatt, Sharon Garner

**Administrators:** Jim Schlachter, Athena Vadnais, Kimberly Miles, Mike Schofield, Linda Okazaki, Teresa Ketelsen, James Hiu, Randy Bryant, Janell Black

**-MINUTES-**

**Called To Order**

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

**Principal's Report – Kimberly Miles, Principal of East Gresham Elementary School**

Kimberly Miles, principal of East Gresham Elementary, spoke about the changes going on at the school. East Gresham was awarded a 3 year federal large school improvement grant through the state of Oregon from the Leadership and Learning Center. East Gresham has 434 students with 150 English language learners and 16% are special education. The school has a new growth mindset to improve the history of low performance at the school. The focus will be on instruction, culture and professional development. This is the first year of the grant.

We held Officer Elections for next year's DAC Board.

Chair	Matt Wells
Vice-Chair	Casey Schwartz
Secretary	Dawn Bures

Superintendent Schlachter thanked the committee for our involvement. As a large district and we have a lot going on. He appreciates the committee for getting the information out to our schools.

As a group, we brainstormed topics for next year's DAC Meetings. Popular this year – Smarter Balanced Assessment results, PTC events, social media and the proposed bond. The schedule for the year will come out with the calendar of meeting dates in September.

### **District Interaction with the Board – Board of Directors**

Tonight we had with us:

Carla Piluso – been on the board 6 years and is also on the state legislature

Sharon Garner – our newly elected at-large member

Kris Howatt – our senior member (her words ☺)

Matt O'Connell – been on the board 8 years

They mentioned that Dan Christianson decided to not run for re-election and our newest school board member is John Hartstock.

The board gave a budget update. State funding has increased for K-12 education from \$7.255 billion to \$7.36 billion. Gresham-Barlow School District had a \$1.6 million problem each year in the biennium and now it has become a \$600,000 problem. Hopefully it will go up a bit more. The state has also promised that 40% of any new revenue coming in will go to K-12 education. The legislature is funding full day kindergarten.

As far as the bond, a Bond Development Committee is being established. They will meet 6 times and then in January give recommendations to the board for what they believe the community wants for the bond.

### **Adjournment**

The meeting was adjourned at approximately 8:00 p.m.

Minutes submitted by:

Dawn Bures

DAC Secretary

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 19 – Audit Involvement Committee

EXPLANATION: The Audit Involvement process provides an essential two-way communication between the independent auditor and the board. The process enhances the board's responsibility to provide independent review and oversight of 1) the district's financial reporting processes, 2) the district's internal controls, and 3) the independent audit of the district's financial statements.

The process includes several meetings a year between management and the board chair, vice-chair and two appointed budget committee members. The audit kick-off meeting was in April, and the last 2014-15 meeting was held on May 7, 2015.

The next scheduled meeting will be in the fall of 2015 at which the committee will discuss any audit findings.

PRESENTER: Mike Schofield

SUPPLEMENTARY  
MATERIALS: Meeting Review 5/7/15

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required.

:lc

## AUDIT INVOLVEMENT COMMITTEE/2015



DATE HELD: 5/7/15  
TIME: 5:30 PM  
LOCATION: Superintendent's Office

Attend	Name	Position
X	<b>Matt O'Connell</b>	Board Chair
X	<b>Carla Piluso</b>	Board Vice-Chair
	<b>Elizabeth Peters</b>	Budget Committee Appointed Member
X	<b>Justin Weatherford</b>	Budget Committee Member
X	<b>Jim Schlachter</b>	Superintendent
X	<b>Mike Schofield</b>	Chief Financial Officer
X	<b>Matt Graves</b>	CPA/Independent Auditor

### Meeting Review.

The committee met at 5:30 pm. The focus of the meeting was to review the progress after completing the interim audit. Matt Graves, lead auditor, also discussed the impact of upcoming Governmental Accounting Standards Board (GASB) Pronouncement 68. Additionally, resources from the Journal of Accountancy dealing with the focus of audit committee's was shared with the group. The lead auditor asked about any specific areas or interest or concern to be addressed during the audit.

The next scheduled meeting will be in the Fall of 2015 where the committee will discuss any audit findings.

The meeting was completed at 6:00 pm.

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 20 – Gresham High School Turf and Track Update

EXPLANATION: The administration will update the Board on schedule, budget and fundraising for the Gresham High Turf and Track Project.

PRESENTER: Mike Schofield

SUPPLEMENTARY  
MATERIALS: None at this time

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is requested at this time.

MS:mkh:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
Tim Drilling

DATE: June 4, 2015

RE: No. 21 - District Continuous Improvement Plan (CIP) Update

EXPLANATION: All districts in Oregon are required to submit a Continuous Improvement Plan (CIP) every three years to the Department of Education. Over the past year, the District Improvement Team created the CIP, which was presented in draft form in April to the CIP Review Team for its review. Input from the Review Team was incorporated into the CIP, which is now ready to be submitted to the State by the June 30 deadline.

Tonight district administration will offer the board a summary of the process to create the CIP, and take any questions the board may have.

PRESENTER: Tim Drilling

SUPPLEMENTARY MATERIALS None

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required.

TD:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
Tim Drilling  
Mike Schofield

DATE: June 4, 2015

RE: No. 22 – Lewis & Clark Montessori Charter School Update

EXPLANATION: On February 13, 2015, the district received the 2013-14 financial audit from Lewis & Clark Montessori Charter School (LCMCS), which showed a negative ending fund balance of \$201,782. In addition, the district had not received any lease payments from LCMCS this school year for its 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 believed LCMCS had breached this provision of the Agreement. Accordingly, on March 5, 2015, district legal counsel sent written notification to LCMCS that the district believed LCMCS was in breach of the 2012-1017 Agreement.

As required by statute and the terms of the charter agreement, LCMCS had 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, April 15 and May 5 to receive information about the school's finances and the plan to address financial issues.

During the May 7, 2015, board meeting the board determined the school had taken sufficient steps toward curing the breach and declared the breach cured if the school met two contingencies:

- a) LCMCS must be current on its overdue liabilities, including overdue lease payments, no later than May 29, 2015.

Board of Directors

Re: No. 22 – Lewis & Clark Montessori Charter School Update

June 4, 2015

Page 2

- b) Provide the district monthly financial reports through the end of the contract term, which detail LCMCS's financial position, and consistently show a positive fund balance.

Tonight district administration will provide the board with an update on this matter.

PRESENTERS: Tim Drilling and Mike Schofield

SUPPLEMENTARY MATERIALS: None

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required at this time.

TD:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 23 – Adopt Budget, Make Appropriations, and Impose Taxes

EXPLANATION: The governing body can adopt the budget only after the budget hearing has been completed. The authority and responsibility given the governing body to adopt the budget and to make appropriations by which the budget is administered is ORS 294.435. The proposed budget was approved by the Budget Committee on May 26, 2015.

To comply with the requirements of Oregon Revised Statutes (ORS), the school board needs to adopt the 2015-2016 Budget, make appropriations and impose and categorize the taxes prior to July 1, 2015.

The Gresham-Barlow School District must appropriate legally adopted budget amounts for 2015-2016 prior to making expenditures or transfers, in accordance with ORS 294.435.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: 

1. Resolution 1516-01 Adopting the Budget
2. Resolution 1516-02 Making Appropriations
3. Resolution 1516-03 Imposing and Categorizing Taxes

RECOMMENDATION: It is recommended that the board ratify the three resolutions described above as presented.

REQUESTED ACTION: 

1. Move to ratify Resolution 1516-01 to adopt the budget for the 2015-2016 fiscal year in the total amount of \$147,245,594 now on file at the district's administrative business office.
2. Move to ratify Resolution 1516-02 to appropriate funds in the amount and purposes as outlined in the resolution for the fiscal year beginning July 1, 2015.

Board of Directors

Re: No. 23 – Adopt Budget, Make Appropriations, and Impose Taxes

June 4, 2015

Page 2

3. Move to ratify Resolution 1516-03 to impose the taxes provided for the adopted budget at the Permanent Rate of **\$4,5268** per \$1,000 of assessed value for General Fund operations. And, move to impose taxes in the amount of **\$6,196,872** for bonded debt; making these taxes hereby imposed and categorized for the tax year 2015-2016 upon the assessed value of all taxable property within the district.

MDS: mkh:lc

RESOLUTION 1516-01  
**ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of the Gresham Barlow School District #10jt hereby adopts the budget for fiscal year 2015-2016 in the total amount of \$147,245,594. This budget is now on file at the District Office located at 1331 NW Eastman Parkway, Gresham, OR.

RESOLUTION 1516-02  
**MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2015 for the following purposes:

**General Fund**

Instruction	70,444,939
Support Services	39,298,783
Enterprise & Community Services	245,604
Facilities Acquisition	0
Transfers	800,000
Debt Service	0
Contingency	5,547,376
<b>Total</b>	<b>\$116,336,702</b>

**Debt Service Fund**

Debt Service	6,036,438
<b>Total</b>	<b>\$6,036,438</b>

**Capital Projects Fund**

Instruction	70,000
Support Services	1,739,600
Facilities Acquisition	1,500,000
Debt Service	613,400
<b>Total</b>	<b>\$3,923,000</b>

**Nutrition Services Fund**

Enterprise & Community	4,965,540
<b>Total</b>	<b>\$4,965,540</b>

**Special Revenue Fund**

Instruction	8,698,300
Support Services	4,607,470
Enterprise & Community	90,115
<b>Total</b>	<b>\$13,395,885</b>

**Early Retirement Fund**

Support Services	1,769,118
<b>Total</b>	<b>\$1,769,118</b>

<b>Total APPROPRIATIONS, All Funds</b>	<b>\$146,426,683</b>
Total Unappropriated and Reserve Amounts, All Funds	818,911
<b>TOTAL ADOPTED BUDGET</b>	<b>\$147,245,594</b>

RESOLUTION 1516-03

**IMPOSING THE TAX**

BE IT RESOLVED that the Board of Directors of the Gresham Barlow School District hereby impose the taxes provided for in the Adopted Budget at the Permanent Rate of \$4.5268 per \$1000 of assessed value for General Fund operations. And, to impose taxes in the amount of \$6,196,872 for bonded debt; making these taxes hereby imposed and categorized for the tax year 2014-2015 upon the assessed value of all taxable property within the District.

- (1) At the rate per \$1000 of assessed value of \$ 4.5268 for permanent rate tax; and
- (2) In the amount of \$6,196,872 for debt services for general obligation bonds.

**CATEGORIZING THE TAX**

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

**Subject to the Education Limitation**

Permanent Rate Tax.....\$ 4.5268/\$1000

**Excluded from Limitation**

General Obligation Bond Debt Service.....\$ 6,196,872

Record of the vote on the Budget Resolutions this 4th day of June, 2015:

Resolution 1516-01:	Aye _____	Nay _____	Absent _____	Abstention _____
Resolution 1516-02:	Aye _____	Nay _____	Absent _____	Abstention _____
Resolution 1516-03:	Aye _____	Nay _____	Absent _____	Abstention _____

\_\_\_\_\_  
Matthew S. O'Connell, Board Chair

\_\_\_\_\_  
Jim Schlachter, Superintendent

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 24 – Budget Committee Appointment Process

EXPLANATION: As discussed at the December board meeting, the administration is bringing the budget committee appointment process forward much earlier than in prior years. The intent is to get members appointed earlier so those that are interested can take part in budget, financial and audit discussions much earlier in the school year.

The district currently has two budget committee positions open as follows:

Position 6.....Previously held by Elizabeth Peters  
Position 7.....Previously held by Hope Brown

Eligibility requirements for budget committee members are as follows:

1. The candidate must live in the district.
2. The candidate must not be an officer or employee of the district.
3. The candidate must be a registered voter in the district.

PRESENTER: Mike Schofield

SUPPLEMENTARY MATERIALS: Application for Appointment to the Budget Committee

RECOMMENDATION: The administration recommends board approval of the following process for filling the budget committee vacancies:

1. the board announces the two budget committee vacancies as noted above;
2. the chief financial officer advertises the open positions and contacts the previous budget committee members to determine their willingness to continue service on the budget committee;

3. the district accepts applications from interested persons throughout the summer;
4. the board chair and vice-chair conducts interviews and provides a recommendation to the board; and
5. the board appoints successful candidates to fill the vacancies at its regular meeting in September.

REQUESTED ACTION: Move to declare Positions 6 and 7 on the Gresham-Barlow School District Budget Committee as vacant, and approve the appointment process as outlined.

MS:mkh:lc



Mike Schofield, Chief Financial Officer

## Gresham-Barlow School District No. 10Jt

1331 NW Eastman Parkway, Gresham, OR 97030-3825  
www.gresham.k12.or.us

Phone: (503) 261-4567  
Fax: (503) 661-1589

### Application for Appointment to the Budget Committee

The 14-member Budget Committee is composed of the District's seven-member elected School Board and seven members appointed by the Board. Appointed members serve for three years.

Most Budget Committee meetings are held in early spring, usually in the evenings, at the Center for Advanced Learning. The number and length of the meetings vary.

Eligibility for the Budget Committee:

1. Live in the Gresham-Barlow School District
2. Be a registered voter
3. Not an officer, agent, or employee of the District

Please Print:

Name \_\_\_\_\_  
First, Middle, Last

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip

I have lived in the District for \_\_\_\_\_ years.

Do you have children attending public schools?  Yes  No

If so, what grades \_\_\_\_\_

Occupation \_\_\_\_\_

Employed \_\_\_\_\_  
Firm or Individual; City

If appointed, I will fulfill my duties as Budget Committee member to the best of my ability.

\_\_\_\_\_  
Signature

Please complete the 3 questions on the attached form and return both pages to Michelle Hobbs by mail at the above address, or email at [hobbs11@gresham.k12.or.us](mailto:hobbs11@gresham.k12.or.us).

Name \_\_\_\_\_

Why do you want to serve on the Budget Committee?

What strengths would you bring to the Budget Committee?

What is your educational philosophy?

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield

DATE: June 4, 2015

RE: No. 25 – Audit Involvement Team Appointment

EXPLANATION: In December 2008, the board approved the process to increase board member involvement/oversight of the audit process. The process provides the essential two-way communication between the board's independent auditor and board/budget committee members. The process also enhances the board's responsibility to provide independent review and oversight of 1) the district's financial reporting processes, 2) the district's internal controls, and 3) the independent audit of the district's financial statements. The process includes several meetings each year between the auditor, the audit involvement committee and management.

This evening, the board will consider appointing a new member to the Audit Involvement Team.

Justin Weatherford, current budget committee chair, has expressed interest in serving on the Audit Involvement Team.

PRESENTER: Mike Schofield

SUPPLEMENTARY  
MATERIALS: None

RECOMMENDATION: The administration supports the appointment of Justin Weatherford to the Audit Involvement Team.

REQUESTED ACTION: Move to appoint Justin Weatherford to the Audit Involvement Team for the term consistent with his service on the budget committee.

MS:mkh:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
Mike Schofield  
James Hiu

DATE: June 4, 2015

RE: No. 26 - Tuition and Fees for 2015-2016

EXPLANATION: The proposed tuition and fee adjustments for fiscal year 2015-2016 are shown below.

	<b>Fee</b>	<b>Reduced</b>	<b>Free</b>
*HS Graduation Fee (was \$25)	\$30	\$30	\$30

**GHS**

IB Art & Design (was \$35)	\$50	\$25	\$0
Musical Instrument Rental	\$60	\$30	\$15

Class fees being eliminated:

Bridging Technology	- \$10		
Technology Exploring	- \$10		
Web Design	- \$10		
21st Century Women	- \$10		

**SBHS**

Woods (all classes - was \$20)	\$25	\$12.50	\$0
3D Draw, Eng Draw 1 & 2, and Media Computer Apps (1)	\$5	\$2.50	\$5
Child Development 1, 2, 3 (2) (was \$0)	\$5	\$2.50	\$0
Family Living (2) (was \$0)	\$5	\$2.50	\$0

\* *waiver does not apply*

(1) *materials related to 3D printer*

(2) *consumable materials used for student projects*

2015-16 Tuition for Non-District Students: Grades K-12 is \$8,946

Board of Directors  
Re: No. 26 - Tuition and Fees for 2015-2016  
June 4, 2015  
Page 2

**Elementary Schools**

An in-depth review was conducted by an elementary supply list committee of the varying practices among our schools. The total price for suggested items varied greatly by school. The principals chose to accept a unified donation approach of \$25. The supply donations will go to a student's grade level team, not a specific classroom, in an effort to further level the field. A letter crafted by Athena Vadnais will go home to each parent from their school principal explaining this change in practice.

PRESENTERS: Mike Schofield and James Hiu

SUPPLEMENTARY MATERIALS: GHS, SBHS and MS Fee Schedules

RECOMMENDATION: The administration recommends board approval of the fee adjustments as presented for first reading.

REQUESTED ACTION: Move to accept the 2015-2016 student fee adjustments as presented.

MS/JH:pkh:lc



**GRESHAM HIGH SCHOOL REGISTRATION**

1200 N. Main Avenue, Gresham, OR 97030

2015-2016 Registration Billing Form

**PLEASE PAY YOUR FEES ONLINE THROUGH THE GHS WEBSITE!!!**

<http://ghs.gresham.k12.or.us>

**YOU CAN PAY WITH DEBIT OR CREDIT CARD\***

\*Transaction fee may apply\*

**PAYMENTS ARE DUE BY FRIDAY, AUGUST 29, 2014**

**REMINDER: Free/Reduced Application must be submit every year for F/R Status!!!**

Student Name:

(Last)

(First)

(Middle Initial)

Student ID Number:

(Form will not be processed without the student ID number)

(See class schedule for Student ID #)

**Free/Reduced Lunch:** Pricing is shown in the three columns. Optional Fees are not waived. Even if you qualified for Free/Reduced lunch last year you will need to fill out the form mailed to you by the district.

**Overdue/Lost Books:** Please return all books to the library & textbook room.

**Billing Statement:** Enclosed is a statement for anything past due. Please pay all past due items along with your items for the 2014-2015 school year. This statement does not include library books. Payments will be applied to past due balance.

**Do not return form unless you are paying with check or money order. PLEASE DO NOT SEND CASH THROUGH THE MAIL.**

**STEP ONE -** Go to GHS Website (do not sign into ParentVue). Select **Student Fees Online** on the left. Follow the login instructions. **Use this registration form and your students schedule as a guideline for online purchasing.**

**STEP TWO - SELECT COURSE FEES, OPTIONAL FEES, AND REQUIRED FEES**

SEMESTER 1 ELECTIVE COURSE FEES	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID	SEMESTER 2 ELECTIVE COURSE FEES	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
Drawing 1 - 2 - 3	\$22.00	\$11.00	\$0.00		Drawing 1 - 2 - 3	\$22.00	\$11.00	\$0.00	
Graphics Design 1 - 2 - 3 - 4	\$22.00	\$11.00	\$0.00		Graphics Design 1 - 2 - 3 - 4	\$22.00	\$11.00	\$0.00	
Mech. Tech Exploring	\$20.00	\$10.00	\$0.00		Mech. Tech Exploring	\$20.00	\$10.00	\$0.00	
Painting 1 - 2 - 3	\$25.00	\$12.50	\$0.00		Painting 1 - 2 - 3	\$25.00	\$12.50	\$0.00	
Sculpture & Ceramics 1 - 2 - 3	\$28.00	\$14.00	\$0.00		Sculpture & Ceramics 1 - 2 - 3	\$28.00	\$14.00	\$0.00	
<b>TOTAL SEMESTER 1 ELECTIVE COURSE FEES</b>					<b>TOTAL SEMESTER 2 ELECTIVE COURSE FEES</b>				
YEAR LONG COURSE FEES	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID	<p align="center"><b>NOT PAYING ONLINE??</b></p> <p>If paying with check or money order send completed form, payment, and student information form to:</p> <p align="center"><b>Gresham High School</b>  <b>Attn: Bookkeeper</b>  <b>1200 N. Main Avenue</b>  <b>Gresham, OR 97030</b></p> <p>Bank fees associated with NSF checks will be charged to the students account.</p>				
Auto Service Tech (All Levels)	\$20.00	\$10.00	\$0.00						
Automotive Science	\$20.00	\$10.00	\$0.00						
Botany	\$20.00	\$10.00	\$0.00						
IB Art & Design	\$50.00	\$25.00	\$0.00						
Zoology	\$20.00	\$10.00	\$0.00						
Instrument Rental Fee	\$60.00	\$30.00	\$15.00						
<b>Only pay rental fee if renting school instrument</b>									
<b>TOTAL YEAR LONG COURSE FEES</b>					<b>TOTAL PAGE 1 - COURSE FEES:</b>				

**STEP THREE - SELECT REQUIRED FEES, ATHLETIC/ACTIVITY FEES, AND OPTIONAL FEES BELOW**

REQUIRED FOR FRESHMAN AND NEW STUDENTS					REQUIRED FOR GRADUATING SENIORS				
If all textbooks are returned a refund will be issued Senior Year	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID	This fee helps to cover the costs of diplomas and the graduation ceremony	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
Textbook Deposit	\$50.00	\$25.00	\$0.00		Graduation Fee	\$30.00	\$30.00	\$30.00	

**ATHLETIC/ACTIVITY USER FEES - REQUIRED FOR ALL STUDENTS PARTICIPATING (PER SPORT)**

ATHLETICS YOU MAY PAY DURING SPORTS CLEARANCE OR AT REGISTRATION					ACTIVITIES THIS FEE MUST BE PAID AT REGISTRATION				
FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID		FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID	
<b>Fall (sports clearance is in August)</b>					<b>Only One -Fall Musical or Spring Play ONCE CAST/CREW LIST IS POSTED THIS FEE MUST BE PAID</b>				
Football	\$175.00	\$87.50	\$43.75		Cheer - JV & Varsity	\$60.00	\$30.00	\$15.00	
Volleyball	\$175.00	\$87.50	\$43.75		Dance - All Members	\$60.00	\$30.00	\$15.00	
Water polo	\$175.00	\$87.50	\$43.75		Band (ONLY ONE)	\$60.00	\$30.00	\$15.00	
Cross Country	\$175.00	\$87.50	\$43.75		Wind Symphony	\$60.00	\$30.00	\$15.00	
Boys Soccer	\$175.00	\$87.50	\$43.75		Jazz Band	\$60.00	\$30.00	\$15.00	
Girls Soccer	\$175.00	\$87.50	\$43.75		Concert Choir	\$60.00	\$30.00	\$15.00	
<b>Winter (sports clearance is in November)</b>					Drama - Cast & Crew				
Boys Basketball	\$175.00	\$87.50	\$43.75		<p><b>USER FEES MUST BE PAID, OR PAYMENT ARRANGEMENTS MUST BE MADE BY THE 2ND WEEK OF PARTICIPATION, OR THE STUDENT WILL BECOME INELIGIBLE TO PARTICIPATE.</b></p> <p><b>ALL PRIOR SEASON PAYMENTS MUST BE PAID BEFORE THE STUDENT IS ABLE TO CLEAR FOR THE NEXT SEASON OR ACTIVITY.</b></p>				
Girls Basketball	\$175.00	\$87.50	\$43.75						
Skiing	\$175.00	\$87.50	\$43.75						
Swimming	\$175.00	\$87.50	\$43.75						
Wrestling	\$175.00	\$87.50	\$43.75						
<b>Spring (sports clearance is in February)</b>									
Baseball	\$175.00	\$87.50	\$43.75						
Softball	\$175.00	\$87.50	\$43.75						
Boys Tennis	\$175.00	\$87.50	\$43.75						
Girls Tennis	\$175.00	\$87.50	\$43.75						
Boys Track	\$175.00	\$87.50	\$43.75						
Girls Track	\$175.00	\$87.50	\$43.75						

**OPTIONAL FEES - \$\$ WILL BE APPLIED TO OPTIONAL FEES AFTER ALL REQUIRED FEES HAVE BEEN PAID**

OPTIONAL FEES	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID	OPTIONAL FEES	FEE NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID				
ASB Sticker	\$20.00	\$20.00	\$20.00		P.E. Uniform	\$20.00	\$20.00	\$20.00					
<b>ASB Sticker offers free admission to home games - Football, Volleyball, Basketball, and Wrestling (with the exception of playoff/endowment games). You will also receive a discount to dances!!!</b>					Available while supplies last at \$10.00 per piece								
					Parking Permit					\$25.00	\$25.00	\$25.00	
					PLEASE DO NOT PAY IB FEES AT THIS TIME - PRICES BASED ON 14-15 PRICING AND MAY CHANGE (SEE IB COORDINATOR FOR DETAILS)								
14-15 Yearbook	\$50.00	\$50.00	\$50.00		<b>Yearbooks purchased AFTER 11/30/2015 are \$55.00</b>								
Family Athletic Pass	\$60.00	\$60.00	\$60.00										
					IB Registration Fee	\$160.00	\$0.00	\$0.00	NA				
					IB Subject Fee (each)	\$55.00	\$0.00	\$0.00	NA				

TOTAL PG 1:	TOTAL PG 2:	TOTAL PAST DUE:	GRAND TOTAL:
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STEP 3: PLEASE PAY ONLINE\*, BY CHECK, OR MONEY ORDER. PLEASE DO NOT SEND CASH BY MAIL.

\*Transaction fee may apply\*

## FEE CHANGE EXPLANATIONS

### **Instrument Rental Fee:**

With a new band teacher it has become clear that the Instrument Rental fee has not been utilized. We have introduced the instrument rental fee into the yearlong class fee section.

### **IB Art Course Fee:**

We have changed the yearlong class fee for IB Art from \$35.00 to \$50.00. This art class utilizes all areas of art in order to meet the IB course requirements, which costs more, and \$35.00 doesn't begin to cover the cost. We took an average of the three art classes (\$28, \$25, and \$22) and we decided that \$50 for the year was a reasonable price to charge. It would be equivalent to a person taking Painting 1 one semester and then Painting 2 for the second or a combination of two different art classes.

### **Class Fees Removed for 2015-2016 School Year:**

Bridging Technology	\$10.00
Technology Exploring	\$10.00
Web Design	\$10.00
21st Century Women	\$20.00

These class fees were removed because there are not enough materials being purchased to warrant a class fee.

### **IB Registration & Test Fees:**

The IB Registration and Test Fees change based on what IB charges each year. There may be a difference of a couple of dollars when it comes time to begin paying so we make it clear for the parent to not yet pay as the fees are based on the previous year and are subject to change.

### **Graduation Fee**

We would like to increase the graduation fee to \$30.00 so that we can better cover the cost of Graduation.



**SAM BARLOW HIGH SCHOOL MAIL IN REGISTRATION**  
**5105 SE 302nd / Gresham, OR 97080**  
**2015-2016 REGISTRATION BILLING FORM**

Reduced Lunch  
 Free Lunch

**STEP ONE - Complete Student ID Number and Name:**

**Student ID Number** \_\_\_\_\_ **Name** \_\_\_\_\_  
(See class schedule for Student ID# - we are unable to process without ID #) (Last) (First)

**STEP TWO - Locate your students schedule included in this mailing.**

**STEP THREE - Please enter in the shaded area amount paid for each ELECTIVE course student is taking for Semester 1 and Semester 2.**

SEMESTER 1 - ELECTIVE COURSE FEES	FEE-NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
Art 1	\$ 20.00	\$ 10.00	\$ -	
Child Development	\$ 5.00	\$ 2.50	\$ -	
Culinary Arts-(All Levels including Assistant)	\$ 25.00	\$ 12.50	\$ -	
Drawing 1 & 2 NOTE: This is for an ART class NOT Arct. Drawing or Auto Cadd	\$ 22.00	\$ 11.00	\$ -	
Engin. Drawing 1 & 2	\$ 5.00	\$ 2.50	\$ -	
Family Living	\$ 10.00	\$ 5.00	\$ -	
Graphic Art-(All Levels)	\$ 22.00	\$ 11.00	\$ -	
Intro to Foods	\$ 20.00	\$ 10.00	\$ -	
Media Computer Apps	\$ 5.00	\$ 2.50	\$ -	
Metals-(All Levels)	\$ 25.00	\$ 12.50	\$ -	
Painting-(All Levels)	\$ 25.00	\$ 12.50	\$ -	
Studio Art	\$ 35.00	\$ 17.50	\$ -	
21st Century Trades	\$ 20.00	\$ 10.00	\$ -	
3D Auto Cadd Drawing	\$ 5.00	\$ 2.50	\$ -	
Woodworking - (All levels Including Construction)	\$ 25.00	\$ 12.50	\$ -	

SEMESTER 2 - ELECTIVE COURSE FEES	FEE-NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
Art 1	\$ 20.00	\$ 10.00	\$ -	
Child Development	\$ 5.00	\$ 2.50	\$ -	
Culinary Arts-(All Levels including Assistant)	\$ 25.00	\$ 12.50	\$ -	
Drawing 1 & 2 NOTE: This is for an ART class NOT Arct. Drawing or Auto Cadd	\$ 22.00	\$ 11.00	\$ -	
Engin. Drawing 1 & 2	\$ 5.00	\$ 2.50	\$ -	
Family Living	\$ 10.00	\$ 5.00	\$ -	
Graphic Art-(All Levels)	\$ 22.00	\$ 11.00	\$ -	
Intro to Foods	\$ 20.00	\$ 10.00	\$ -	
Media Computer Apps	\$ 5.00	\$ 2.50	\$ -	
Metals-(All Levels)	\$ 25.00	\$ 12.50	\$ -	
Painting-(All Levels)	\$ 25.00	\$ 12.50	\$ -	
Studio Art	\$ 35.00	\$ 17.50	\$ -	
21st Century Trades	\$ 20.00	\$ 10.00	\$ -	
3D Auto Cadd Drawing	\$ 5.00	\$ 2.50	\$ -	
Woodworking - (All levels Including Construction)	\$ 25.00	\$ 12.50	\$ -	

**STEP FOUR - Please enter in the shaded area amount paid for Optional Items.**

OPTIONAL FEES	FEE-NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
<b>ASB STICKER</b>	\$ 20.00	\$ 20.00	\$ 20.00	
ASB Sticker offers free admission to home games~Football, Volleyball, Basketball and Wrestling, (with the exception of playoff/endowment games.) You will also receive a discount to after game dances!!!! Purchase by August 22,2014 to have this printed directly on your Student Body Card, or you can see the bookkeeper after school starts to have it put on your card!!!				
<b>15-16 Yearbook</b>	\$ 50.00	\$ 50.00	\$ 50.00	

**OPTIONAL FEES:** Only pay for items listed. Payments for Parking Pass or Lunch Accounts are NOT accepted with registration fees.  
 (Parking passes can be

purchased through Student Management and are \$25.00)

**PLEASE NOTE:** All required & elective course fees as well as past due fees must be paid before optional items can be purchased.

**Over-->**

**STEP FIVE - Please enter in the shaded area REQUIRED fees that apply based on the grade of your student.**

**PAYMENT DUE  
AUGUST 21, 2015**

Forms are to be returned by Mail or placed in the drop box by the main office.

**STUDENT INFORMATION FORM  
MUST BE COMPLETED AND  
TURNED IN FOR EACH  
STUDENT. FEES WILL NOT BE  
PROCESSED UNLESS IT IS  
INCLUDED!**

Sam Barlow High School will accept Check or Money Orders. Please do not send cash through the mail.

Send Fee Form, Payment & STUDENT INFORMATION FORM to:

SAM BARLOW HIGH SCHOOL  
ATTN: BOOKKEEPER  
5105 SE 302ND  
GRESHAM, OR 97080

You can also pay online by debit/credit card.

Look for the link on our website:  
<http://sbhs.gresham.k12.or.us>

There is not a processing fee at this time.  
Subject to change after October 1, 2014.

AP EXAMS:

Your student will be billed for AP Exams after the start of Semester 2. Cost of the exams typically run \$89-\$92.

REQUIRED FEES	FEE-NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
Mandatory Student Fee-ALL Students	\$ 3.00	\$ 1.50	\$ -	
Security (Textbook) Deposit (Freshmen & New Students)	\$ 50.00	\$ 25.00	\$ -	
Graduation Fee - Seniors Only (NOT waived for F/R)	\$ 30.00	\$ 30.00	\$ 30.00	
PE SHIRT - (Freshmen & New Students) (NOT needed for PD 2) Students are required to wear a PE SHIRT and "appropriate" shorts. It is suggested to purchase 2.	\$ 10.00	\$ 5.00	\$ -	

**STEP SIX - Please enter in the shaded area ATHLETIC/ACTIVITY fees.**

ATHLETIC ~ ACTIVITY FEES	FEE-NO WAIVER	REDUCED LUNCH FEE	FREE LUNCH FEE	AMOUNT PAID
FALL Athletic Fee (Circle One:) Football - Volleyball - Cross Country - Water Polo - Soccer	\$ 175.00	\$ 87.50	\$ 43.75	
WINTER Athletic Fee (Circle One:) Swimming - Basketball - Wrestling	\$ 175.00	\$ 87.50	\$ 43.75	
SPRING Athletic Fee (Circle One:) Track-Golf Baseball - Softball - Tennis	\$ 175.00	\$ 87.50	\$ 43.75	
Symphonic Band	\$ 60.00	\$ 30.00	\$ 15.00	
Concert Choir	\$ 60.00	\$ 30.00	\$ 15.00	
Cheerleading	\$ 60.00	\$ 30.00	\$ 15.00	
Dance Team	\$ 60.00	\$ 30.00	\$ 15.00	
Drama Per Production	\$ 60.00	\$ 30.00	\$ 15.00	
Speech Team	\$ 60.00	\$ 30.00	\$ 15.00	

**STEP SEVEN - Enter total of each section in the shaded area. Mail the amount due and this form in the enclosed envelope to: Sam Barlow High School - Attn Bookkeeper - 5105 SE 302nd Gresham, OR 97080. ALL**

**REGISTRATION FORMS ARE DUE AUGUST 21, 2015**

Total Step Three Semester 1 Course Fees	
Total Step Three Semester 2 Course Fees	
Total Step Four Optional Fees	
Total Step Five Required Fees	
Total Step Six Athletic/Activity Fees	
Total Past Due Balance on Account	If you owe past due fees a letter will be included in your registration packet
<b>Grand Total Enclosed</b>	

**TUITION FOR NON-DISTRICT RESIDENTS**

Grades K-12 \$8,946



## MIDDLE SCHOOL STUDENT FEES AND CHARGES 2015-2016

<b>BASIC FEES</b>	<b>Fee</b>	<b>Waiver for Reduced Lunch</b>	<b>Waiver for Free Lunch</b>	<b>Other</b>
Student Body Fee	\$25.00	\$12.50	0	Payment required by October 1
Yearbook	\$20.00	No Waiver	No Waiver	Optional
School Pictures	Varies	No Waiver	No Waiver	Optional
PE Uniform	\$20.00	See PE Teacher	See PE Teacher	Required

### **CLASS BASED FEES**

Field Trips	Varies	Varies	Varies	
Outdoor School	\$60.00	\$30.00	0	6 <sup>th</sup> Grade Only
Instrument Rental	\$60.00	\$30.00	0	Band
WEB Leaders	\$12.00	\$6.00	0	8 <sup>th</sup> Grade Only

### **ATHLETIC FEES**

Per Sport (Track)	\$80.00	\$40.00	\$20.00*	Payment required by first competition
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### **OTHER ACTIVITY FEES**

Drama (DCD)	\$80.00*	no waiver	no waiver	Optional – includes T-shirt
OST – DCD K-8 & WOMS	\$20.00	\$10.00	\$5.00*	Optional
OST/SUN per trimester – DMMS, CCMS, GRMS	\$36.00	\$18.00	\$9.00*	Optional
Marching Unit (GRMS)	\$36.00	\$18.00	\$9.00	Optional

\* Contact administration or counselor to discuss payment plans and scholarships

\*\* Free/Reduced Lunch applications available in school office

### **TUITION FOR NON-DISTRICT RESIDENTS**

Grades K-12	\$8,946
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**GRESHAM-BARLOW SCHOOL DISTRICT**  
**1331 NW Eastman Parkway**  
**Gresham, Oregon 97030-3825**

TO: Board of Directors  
FROM: Jim Schlachter  
DATE: June 4, 2015  
RE: No. 27 - Date, Time and Place of 2015-16 Board Meetings

EXPLANATION: Policy BC/BCA requires the board to provide for the date, time and place of its regular meetings for the fiscal year not later than July of each year. For this reason, the proposed 2015-16 Board Meeting Schedule is being presented for first reading in June, and the recommendation for second reading and adoption will be presented in July.

Attached is a proposed calendar for 2015-16 board meetings, which includes DAC meetings and budget committee meetings. The dates are consistent with the 2014-15 schedule.

The administration also proposes that, according to tradition, there will be a board planning session/retreat in August in lieu of a regular meeting.

(Note: The 2015-16 proposed calendar includes July and August of the 2016-17 school year for planning purposes.)

The board's regular business meetings are typically held at the Public Safety and Schools building, 1331 NW Eastman Parkway, Gresham, Oregon. Work sessions are traditionally held at the Center for Advanced Learning (CAL), 1484 NW Civic Drive, Gresham, Oregon. When exceptions to this practice occur, advance notifications are published.

PRESENTER: Jim Schlachter

SUPPLEMENTARY MATERIALS: A list of proposed dates for regular board meetings, board work sessions, DAC meetings, and budget committee meetings

RECOMMENDATION: The administration recommends the board review the proposed 2015-16 Board Meeting Schedule for first reading.

REQUESTED ACTION: No action is required at this time. Adoption will be requested at the July meeting.

:lc

## 2015-16 Board Meeting Schedule

*Note: These Meetings are Typically on Thursday Evenings (Exceptions are Noted)*

Date	Business Meeting	Work Session	Planning Retreat	DAC Meeting	Budget Meetings
July 9, 2015	7 p.m.				
Aug. 20-21, 2015 (Thurs./Fri.)			TBD		
September 3, 2015	7 p.m.				
September 10, 2015				7 p.m.	
September 17, 2015		6 p.m.			
September 24, 2015		6 p.m.			
October 1, 2015	7 p.m.				
October 15, 2015		6 p.m.			
October 22, 2015				7 p.m.	
October 29, 2015		6 p.m.			
November 5, 2015	7 p.m.				
November 19, 2015				7 p.m.	
December 3, 2015	7 p.m.				
December 10, 2015		6 p.m.			
January 7, 2016	7 p.m.				
January 14, 2016				7 p.m.	
January 21, 2016		6 p.m.			
February 4, 2016	7 p.m.				
February 18, 2016				7 p.m.	
February 19, 2016 (Fri.)			TBD		
March 3, 2016	7 p.m.				
March 10, 2016				7 p.m.	
March 17, 2016		7 p.m.			
March 31, 2016		7 p.m.			
April 7, 2016	7 p.m.				
April 14, 2016				7 p.m.	
April 21, 2016					7 p.m.
April 28, 2016		7 p.m.			
May 5, 2016	7 p.m.				
May 12, 2016					7 p.m.
May 19, 2016				6:30 p.m. - BBQ	
May 26, 2016					7 p.m.
June 2, 2016		6 p.m.			
June 9, 2016	7 p.m.				6:45 p.m. Budget Hearing
July 7, 2016	7 p.m.				
Aug. 18-19, 2016 (Thurs./Fri.)			TBD		

Board/Jc First Reading 06/04/2016

**Note:** Thursday evenings not scheduled above will be reserved for the addition of special work sessions and/or business meetings as needed. If additional meetings are scheduled, advanced notices and agendas will be posted accordingly.

c: Board, Cabinet, Cabinet Secretaries, Receptionist, City of Gresham (Attn. Rachele Perry), Oregonian, Outlook, Catering, Web, MESD, Gina Sanstrum, Peggy Ducey, Metro Cable TV, Willamette Falls TV, Association Representatives, CAL

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

TO: Board of Directors  
FROM: Matt O'Connell  
DATE: June 4, 2015  
RE: No. 28 - Evaluation of the Superintendent

EXPLANATION: Board Policy CBA states that the position of superintendent is designed to provide for the effective administration of all schools and departments as well as educational leadership throughout the school system and community. The policy refers to a set of seven standards of performance for which the superintendent is responsible.

At least annually, the board evaluates the superintendent in relation to these standards of performance. In May of this year, the process for evaluating the superintendent of the Gresham-Barlow School District, began. That process will culminate this evening when the board publicly presents its findings relative to the superintendent's performance.

PRESENTER: Matt O'Connell

SUPPLEMENTARY MATERIALS: 1. Policy CBA, Qualifications and Duties of the Superintendent  
2. A summary of the board's evaluation of the superintendent will be distributed at the board meeting.

RECOMMENDATION: The chair recommends the board publicly review the evaluation of the superintendent.

REQUESTED ACTION: Move to approve the summary of the superintendent's evaluation as presented.

:lc

# Gresham-Barlow SD 10

Code: **CBA**  
Adopted: 7/11/94  
Readopted: 6/03/99; 5/02/02; 1/09/03;  
11/07/13  
Orig. Code(s): CBA

## Qualifications and Duties of the Superintendent

POSITION: Superintendent of Schools

- QUALIFICATIONS:
1. A current Oregon administrative license with an authorization for all levels, superintendent's endorsement or a transitional superintendent license;
  2. Successful experience as an educational leader and administrator;
  3. In lieu of the experience and training requirements above, the Board may consider as a candidate for its superintendent's position an individual who meets transitional administrator or exceptional administrator licensure requirements. The Board may, jointly with the individual, submit an application for such license for Teacher Standards and Practices approval pursuant to OAR 584-080-0151 and 584-080-0161;
  4. Other qualifications as determined by the Board.

REPORTS TO: Board of Directors

POSITION PURPOSE: Provides for effective administration of all schools and departments, and educational leadership throughout the school system and community.

NATURE AND SCOPE: The superintendent is the chief executive officer for the Gresham-Barlow School District and reports to the Board. No other position reports to the Board.

The superintendent is the liaison between the staff and the Board, develops policy for Board approval and translates it into action through the development of administrative regulations. The superintendent directs the preparation of information and recommendations to the Board related to budget and capital expenditures, negotiations with representative employee groups and the hiring of all licensed personnel, often making presentations and responding to questions.

The position provides managerial direction to the central administrative and school staffs to achieve the policies and priorities outlined by the Board. It also designs and maintains an organizational framework capable of effectively meeting these priorities. The superintendent also directs the internal and external school community and staff communication programs, and develops effective relationships by helping the community and staff members know and understand the district's goals, achievements, concerns, needs and plans.

The superintendent is responsible for determining and implementing the administrative structure and management systems. A related responsibility is the selection, assignment and evaluation of administrative personnel.

The superintendent serves as spokesperson on educational issues concerning the district and directs staff in a similar role. The superintendent also presents testimony on proposed legislation to the State Legislature. The position maintains an awareness of educational trends, new concepts and approaches designed to improve student learning. As appropriate, the superintendent informs the Board about such trends, concepts and approaches and incorporates them into the instructional and operational programs.

#### STANDARDS FOR SUPERINTENDENT PERFORMANCE:

1. Leadership and District Culture

The superintendent will demonstrate exemplary leadership through empowering others, providing vision, by helping shape school culture, and by promoting a climate of understanding of multi-cultural and ethnic differences.

2. Policy and Governance

The superintendent will work with the Board to formulate internal and external district policy, define mutual expectations of performance with the Board and demonstrate exemplary school governance to staff, students and the community at large.

3. Communications, Community Relations and Partnerships

The superintendent will demonstrate the skills necessary to establish effective two-way communications with the students, staff, parents and the community as a whole, including beneficial relationships with the media. The superintendent will elicit and respond to community feedback and build community support for the district.

4. Organizational Management

The superintendent will gather and analyze data for decision making and for making recommendations to the Board. The superintendent will demonstrate the skills necessary to meet internal and external customer expectations and to effectively allocate resources.

5. Educational Systems and Practices

The superintendent will assure achievement of instructional goals and effective student learning by providing leadership in educational program development and implementation. The superintendent will ensure that the most effective teaching techniques are in place and that all instructional resources are used to maximize student achievement. Leadership will focus on applying research and best practice.

6. Human Resource Systems and Practices

The superintendent will provide leadership in providing for the recruitment, selection, development and retention of a quality workforce. The superintendent will demonstrate skills in applying ethical, contractual and legal requirements for personnel selection, development, retention, promotion and dismissal.

7. District Goals

The superintendent will direct attention to the attainment of district goals as adopted by the Board and to report progress toward goal attainment on a semi-annual basis.

END OF POLICY

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**Legal Reference(s):**

[ORS 327.133](#)  
[ORS 332.075](#)  
[ORS 332.515](#)  
[ORS 342.125](#)  
[ORS 342.140](#)  
[ORS 342.143](#)  
[ORS 342.173](#)

[ORS 342.175](#)  
[ORS 342.200](#)  
  
[OAR 581-022-0102 to -1940](#)  
[OAR 581-023-0006 to -0050](#)  
[OAR 584-020-0000 to -0045](#)

[OAR 584-036-0035\(1\)](#)  
[OAR 584-046-0005 to -0024](#)  
[OAR 584-048-0085 to -0095](#)  
[OAR 584-080-0151](#)  
[OAR 584-080-0152](#)  
[OAR 584-080-0161](#)

**Cross Reference(s):**

CBG - Evaluation of the Superintendent

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

TO: Board of Directors  
FROM: Jim Schlachter  
DATE: June 4, 2015  
RE: No. 29 - Results of May 19, 2015, Board Member Election

EXPLANATION: It is anticipated that certified abstracts from the Multnomah County and Clackamas County elections offices will be mailed to the district early next week, as soon as a final count has been completed and election results are known. It is a requirement that school boards officially accept the results of the abstracts as accurately reported before Certificates of Election can be issued; this action needs to take place prior to July 1 when the new board terms begin.

Because the elections offices are still in the process of completing voter signature verifications and counting absentee ballots, the certified abstracts are not available for inclusion with this executive summary; however, it is anticipated that the abstracts will be received prior to the board meeting on June 4 and will be submitted for board action at that time.

PRESENTER: Jim Schlachter

SUPPLEMENTARY MATERIALS: Certified abstracts from the Multnomah County and Clackamas County elections offices will be provided at the board meeting.

RECOMMENDATION: The administration will recommend that the board accept the results of the May 19, 2015, board member election as accurately reported after they have been received and reviewed.

REQUESTED ACTION: Move to accept the results of the May 19, 2015, board member election as accurately reported by the Multnomah County and Clackamas County elections offices.

:lc

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

TO: Board of Directors

FROM: Jim Schlachter  
Tim Drilling

DATE: June 4, 2015

RE: No. 30 - Charter School Renewal: Center for Advanced Learning

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."

In January 2009, the school districts that 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. CAL has requested a renewal of the current charter agreement, which expires June 30, 2015.

This item was presented for first reading at the May 7, 2015, school board meeting.

The next step in the renewal process is for the Gresham-Barlow School District board of directors to approve the contract.

PRESENTER: Tim Drilling

SUPPLEMENTARY MATERIALS None

RECOMMENDATION: The administration recommends approval of the charter agreement for the Center for Advanced Learning as presented for second reading.

REQUESTED ACTION: Move to renew the Center for Advanced Learning charter agreement for a period of five years, until June 30, 2020.

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 11<sup>th</sup> and 12<sup>th</sup> 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 11<sup>th</sup> and 12<sup>th</sup> 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 (10<sup>th</sup>) 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 15<sup>th</sup> 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 201<sup>st</sup> 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  
Janell Black

DATE: June 4, 2015

RE: No. 31 – Alternative Education Programs for 2015-16

**EXPLANATION:** At the May board meeting, the board was presented with the attached list of alternative education programs for consideration and approval. Upon approval, these alternative programs will be the complete list of programs available for contract in the 2015-2016 school year.

This recommendation is based on a thorough evaluation process performed this spring.

As described in the May meeting, five programs are being removed from the list for 2015-2016:

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.

**PRESENTER:** Janell Black

**SUPPLEMENTARY MATERIALS:** List of Alternative Programs for 2015-2016

**RECOMMENDATION:** Recommend approval of the attached list of alternative education programs for the 2015-2016 school year.

**REQUESTED ACTION:** Move to approve the list of alternative education programs as presented for the 2015-2016 school year.

JB:lc

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

<b>Program</b>	<b>Age Level</b>	<b>Student Profile</b>	<b>14/15 Cost 15/16 Cost TBD</b>
<b>Co-Instructional Tutoring at the student's home or in a neutral location outside the school setting</b>	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
<b>Columbia Regional Deaf/Hearing Impaired Classrooms 833 NE 74th, Portland, OR 97213 503-916-5570</b>	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
<b>Four Corners-Reynolds S.D. 14513 SE Stark Street Portland, OR 97233 503-328-0420</b>	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
<b>Mt. Hood Community College Alternative Education Program GED Program 2600 SE Stark Street Gresham, OR 97030</b>	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
<b>Mt. Hood Community College Alternative Education Program YESS Program 26000 SE Stark Street Gresham, OR 97030 503-491-7641</b>	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
<b>Multnomah Education Service District Arata Creek School 2470 SW Halsey Troutdale, OR 97060 503-262-4850</b>	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

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

<p><b>Multnomah Education Service District Arata Creek School (Behavioral Health Classroom) 2470 SW Halsey Troutdale, OR 97060 503-262-4850</b></p>	<p>Grades K-12</p>	<p>Disabled students with persistent behavioral challenges who benefit from a functional living skills curriculum.</p>	<p>Special Education \$228.27 per day \$41,089 per year</p>
<p><b>Multnomah Education Service District Functional Living Skills Alternative Behavior Program Pathways Site/Local school settings</b></p>	<p>Grades K-12 and Ages 18-21</p>	<p>Moderately to profoundly disabled students in need of a functional living skills curriculum with emphasis on behavioral services, that include intensive individual daily monitoring.</p>	<p>Special Education \$535.22 per day \$96,340 per year</p>
<p><b>Multnomah Education Service District Functional Living Skills Program/Local school settings 11611 NE Ainsworth Portland, Or 97294</b></p>	<p>Grades K-12 and Ages 18-21</p>	<p>Moderately to profoundly disabled students in need of a functional living skills curriculum.</p>	<p>Special Education \$353.36 per day \$63,604 per year</p>
<p><b>Multnomah Education Service District Helensview School - Phoenix 8676 NE Sumner Portland, OR 97220 503-262-4150 (Alternative Program)</b></p>	<p>Ages 12-21 Grades 6-12</p>	<p>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.</p>	<p>\$14,374 per year</p>
<p><b>Multnomah Education Service District Helensview School- Rise 8676 NE Sumner Portland, OR 97220 503-262-4150 (Alternative Program)</b></p>	<p>Ages 12-21</p>	<p>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.</p>	<p>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</p>
<p><b>Multnomah Education Service District Helensview School-Trellis 8676 NE Sumner Portland, OR 97220 503-262-4150 (Alternative Program)</b></p>	<p>Ages 12-21</p>	<p>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.</p>	<p>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</p>

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

<p><b>NAYA Early College Academy</b> 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><b>The Open School</b> 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><b>Oregon Outreach Hinton High-David Douglas S.D.</b> 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><b>Portland Youth Builders</b> 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><b>Rosemary Anderson High School - East</b> 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 &amp; Parenting 72.00 per day 12,528 per year</p>

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

<p><b>Serendipity School</b>  <b>14815 SE Division</b>  <b>Portland, OR 97292</b>  <b>503-761-7139</b></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>
<p><b>SERP Enterprises</b>  <b>2601 SE 160th Ave.</b>  <b>Portland, OR</b>  <b>503-761-7253</b>  <b>School:</b>  <b>21512 SE Stark St.</b>  <b>Gresham, OR</b>  <b>503-491-9312</b></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>