



## School Board Regular Meeting Agenda

November 12, 2024, 5:30 PM

### Location:

Education Center, Board Room #314  
520 NW Wall Street  
Bend, OR 97703

1.	<b><u>Call to Order</u></b>	
	<b>Speaker(s):</b> Chair Marcus LeGrand	
2.	<b><u>Pledge of Allegiance</u></b>	
	<b>Speaker(s):</b> Chair Marcus LeGrand	
3.	<b><u>Review of Agenda</u></b>	<b><u>3</u></b>
	<b>Speaker(s):</b> Chair Marcus LeGrand	
	<b>Attachments:</b>	
11.12.24	Agenda - BORRADOR	3
4.	<b><u>District Recognitions</u></b>	
	A. Champion for Students Award	
	<b>Speaker(s):</b> Dr. Steve Cook, Superintendent	
5.	<b><u>Student Advisory Council Report</u></b>	
	<b>Speaker(s):</b> Student Voice Council Leadership	
6.	<b><u>Public Comment</u></b>	
	<b>Speaker(s):</b> Chair Marcus LeGrand	
	<b>Description:</b> Public Comment requests will be accepted by written submission only via Google Form until 8:00 a.m. the day following the meeting.	
7.	<b><u>Consent Agenda</u></b>	
	<b>Speaker(s):</b> Chair Marcus LeGrand	
	<b>Description:</b> Items that are routine in nature are placed on the Consent Agenda. Any item placed on the Consent for Action may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent for Action are then disposed of in a single motion.	
	A. Approval of Minutes	5
	<b>Description:</b> October 8, 2024, Regular Business Meeting and October 22, 2024, Board Work Session; <i>Reference: ORS 192.650 and ORS 332.057</i>	
	<b>Attachments:</b>	
10.8.24	Minutes - DRAFT	5
10.22.24	Minutes - DRAFT	9
	B. Approval of Personnel Recommendations	11
	<b>Description:</b> Administrative, Licensed, Classified, and Confidential Staff Recommended Hires, Resignations, and Retirements; <i>Reference: ORS 332.505</i>	
	<b>Attachments:</b>	
	Certified Board Report 11.12.24	11
	Classified Board Report 11.12.24	13
	C. Resolution 1978: Property Tax Abatement	
	<b>Attachments:</b>	

Executive Summary: Property Tax Exemption	16
Resolution 1978: Property Tax Abatement NE 1st Street	18
D. Resolution 1979: Declaration of Land Surplus and Approval of Sale Methodology and Agreement	19
<b>Attachments:</b>	
Executive Summary: Declaration of Surplus and Sale of Real Property at Silver Rail Elementary School	19
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Sale Agreement: Habitat for Humanity	22
<b>8. <u>Reports</u></b>	
A. Integrated Programs Annual Report	38
<b>Speaker(s):</b> Deputy Superintendent Birk	
<b>Attachments:</b>	
Executive Summary: Integrated Programs Annual Report, Fall 2024	38
Presentation: 2023-24 Integrated Programs Annual Report	39
<b>9. <u>Superintendent's Report</u></b>	
<b>Speaker(s):</b> Dr. Steve Cook, Superintendent	
<b>10. <u>Adjourn</u></b>	
<b>Description:</b> Meeting will be adjourned with next Regular School Board Meeting scheduled for December 10, 2024.	



## Agenda de la reunión ordinaria de la Junta Directiva Escolar- BORRADOR

12 de noviembre de 2024, 5:30 PM

### Ubicación:

Centro de Educación, Sala de Juntas #314, 520 NW Wall Street, Bend, OR 97703

1. **Llamado al orden**

**Ponente(s):** Presidente, Marcus LeGrand

2. **Juramento a la bandera**

**Ponente(s):** Presidente, Marcus LeGrand

3. **Revisión de la agenda**

**Ponente(s):** Presidente, Marcus LeGrand

4. **Reconocimientos del distrito**

A. Premio Campeón de Estudiantes

5. **Reporte del Consejo de Voz Estudiantil**

**Ponente(s):** Liderazgo del consejo de la voz estudiantil

6. **Comentario público**

**Ponente(s):** Presidente, Marcus LeGrand

**Descripción:** Las solicitudes de comentarios públicos se aceptarán únicamente por escrito a través del formulario de Google hasta las 8:00 a.m. del día siguiente a la reunión.

7. **Consentimiento para la acción**

**Ponente(s):** Presidente, Marcus LeGrand

**Descripción:** los elementos que son de naturaleza rutinaria se colocan en la agenda de consentimiento. Cualquier elemento incluido en el consentimiento para la acción puede eliminarse a petición de cualquier miembro de la Mesa Directiva antes del momento en que se realiza la votación. Todos los elementos restantes del consentimiento para la acción se eliminan en una sola moción.

A. Aprobación de minutas

**Descripción:** 8 de octubre de 2024, Reunión ordinaria de negocios y 22 de octubre de 2024, Sesión de trabajo de la Junta Directiva; *Referencia: ORS 192.650 y ORS 332.057*

B. Aprobación de recomendaciones del personal

**Descripción:** renuncias, jubilaciones y contrataciones recomendadas de personal administrativo, licenciado, clasificado y confidencial; *Referencia: ORS 332.505*

A. Resolución 1978: Reducción del impuesto a la propiedad

B. Resolución 1979: Declaración de excedentes de terrenos y aprobación de la metodología y el acuerdo de venta.

8. **Consentimiento para la información**

**Ponente(s):** Dr. Steve Cook, superintendente

**Descripción:** Los elementos que son de naturaleza rutinaria y solo tienen fines informativos se incluyen en el Consentimiento para la información.

9. **Reporte del superintendente**

Las reuniones de Escuelas de Bend-La Pine cumplen con las leyes de reuniones abiertas y los requisitos de accesibilidad. Por favor, comuníquese con Escuelas de Bend-La Pine al 541-355-1001 si necesita adaptaciones para participar en la reunión de la Junta Directiva. Llame al menos 48 horas antes de la fecha de la reunión programada. Gracias.

**Ponente(s):** Dr. Steve Cook, superintendente

10. **Comentarios del director**

**Descripción:** una oportunidad para que los miembros de la Junta Directiva brinden comentarios o reflexiones.

11. **Levantamiento de la sesión**

**Descripción:** se levanta la sesión con la próxima reunión regular de la Junta Directiva Escolar programada para el 10 de diciembre de 2024.



## School Board Regular Meeting Minutes

**Meeting Location:**

La Pine High School  
51633 Coach Road  
La Pine, OR 97739

**Meeting Date:** October 8, 2024

### Board Members

Kina Chadwick: Present  
Cameron Fischer: Present  
Marcus LeGrand: Present  
Carrie McPherson Douglass: Present  
Shirley Olson: Present  
Amy Tatom: Present

Vice Chair Carrie McPherson Douglass joined the meeting virtually.

#### 1. Call to Order

**Speaker(s):** Chair Marcus LeGrand

**Discussion:** The meeting was called to order by Chair Marcus LeGrand at 5:30 pm.

#### 2. Pledge of Allegiance

**Speaker(s):** Chair Marcus LeGrand

**Discussion:** The Pledge of Allegiance was led by Chair Marcus LeGrand.

#### 3. Review of Agenda

**Speaker(s):** Chair Marcus LeGrand

**Action(s):** I move to approve Dr. Cook's change to the agenda. This motion, made by Amy Tatom and seconded by Cameron Fischer, Carried.

**Voting Detail:** Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

**Voting Summary:** Yea: 6, Nay: 0

**Attachments:** 10.8.24 Agenda - BORRADOR

**Discussion:** Superintendent Cook requested to move agenda item 9.A. Finance Report to agenda item 5., immediately following agenda item 4. District Recognitions.

#### 4. District Recognitions

##### A. Champion for Students Award

**Speaker(s):** Superintendent Cook

**Discussion:** Superintendent Cook recognized Dawn Grady, Teacher and WEB Advisor at La Pine Middle School, for helping ensure 6th-grade students are successful, prepared, and put in a position to thrive.

#### 5. Finance Report

**Speaker(s):** Dan Emerson, Chief Financial Officer

**Description:** First Quarter Financial Update for FY 2024-25 and Enrollment Update

**Attachments:** First Quarter Financial Update for FY 2024-25 and Enrollment Update

**Discussion:** Chief Financial Officer Dan Emerson provided the first quarter finance report and an enrollment update. He explained the \$1.2 million positive variance in the budget which will be used to help cover district funding needs with the end of ESSER and will help to alleviate the forecasted financial instability. He also reviewed the enrollment data as of October 1st, which was over projection by 197 students, mostly at the high school level. Emerson also shared that the Business Office is in the middle of the annual external audit, and he expects it to be clean.

## 6. Student Advisory Council Report

**Speaker(s):** Student Voice Council Leadership

**Discussion:** Kinsey Martin, Executive Director of Policy, Advocacy, and Equity, introduced the new facilitators for the Student Voice Council, Ami Zepnewski and Steven Wetherald. Chloe Grissen from Caldera High School and Elliot DeMartin and Ben Schnur from Realms High School provided an update from the Student Voice Council. Grissen shared her excitement for allowing students an avenue for their voice to be heard. Schnur provided an overview of how the first few Student Voice Council meetings have gone with new facilitators in a new setting. DeMartin noted the group has determined their key focuses for the year being community activism, mental health awareness, and funding for schools.

## 7. Public Comment

**Speaker(s):** Chair Marcus LeGrand

**Description:** This is the time provided for individuals to address the Board. Public Comment requests are accepted in advance via Google Form until 5:00 p.m. on the day of the meeting for both in-person and virtual comment. Individuals may also sign up for public comment on the day of the meeting on a space available basis in alignment with Governance Process 6 (GP-6). In-person sign up will be accepted at the boardroom door until 5:35 p.m. on the day of the meeting.

**Discussion:** There were no requests to provide public comment.

## 8. Consent for Action

**Speaker(s):** Chair Marcus LeGrand

**Description:** Items that are routine in nature are placed on the Consent Agenda. Any item placed on the Consent for Action may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent for Action are then disposed of in a single motion.

**Action(s):** I make a motion to approve the Consent Agenda. This motion, made by Kina Chadwick and seconded by Shirley Olson, Carried.

**Voting Detail:** Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

**Voting Summary:** Yea: 6, Nay: 0

### A. Approval of Minutes

**Description:** September 10, 2024, Regular Board Meeting; September 24, 2024, Board Work Session; and September 25, 2024, Board Retreat; *Reference: ORS 192.650 and ORS 332.057*

**Attachments:** 9.10.24 Minutes – DRAFT, 9.24.24 Minutes – DRAFT, and 9.25.24 Minutes – DRAFT

### B. Approval of Personnel Recommendations

**Description:** Administrative, Licensed, Classified, and Confidential Staff Recommended Hires, Resignations, and Retirements; *Reference: ORS 332.505*

**Attachments:** Certified Board Report 10.8.24 and Classified Board Report 10.8.24

### C. Adoption of 2024-2025 BLS Legislative Priorities

**Attachments:** 2024-2025 BLS Legislative Priorities and 2024-2025 BLS Legislative Agenda

## 9. Consent for Information

**Speaker(s):** Superintendent Cook

**Description:** Items that are routine in nature and for informational purposes only are placed on the Consent for Information.

**Discussion:** Superintendent Cook noted that the Consent for Information includes follow-up to public comment received from the carpenter's union at the September 10th board meeting. It also includes the 2023-24 report on Executive Limitation 4.1: Legally Required Policies.

Cook shared that the district is adopting policies regarding the use of tobacco products for both students as

staff as a result of required OSBA updates. The compulsory attendance policy is also included for adoption; however, the regulation is still under review to ensure it aligns with current practices and will return to the board packet at a later date. He noted that the KI and KJ policies and regulations that we commonly refer to as the advertising policies are also included for adoption. The policies have been under review since last fall and the district worked with several student and community groups as well as district administrators in the rewriting of these policies. The policies went out for public feedback after the last board meeting and no feedback was received.

He noted that the final item in the Consent for Information is the 2024-25 Strategic Initiatives for Organizational Goals.

**A. Public Comment Follow-up**

**Attachments:** 9.10.24 District Follow-up to BLS School Board Meeting Public Comment.docx

**B. Report: Executive Limitation 4.1: Legally Required Policies**

**Attachments:** Executive Summary: EL 4.1: Legally Required Policies and 2023-24 Policy and Regulation Adoption Summary

**C. Approval of Administrative Policies and Regulations**

**Attachments:** Executive Summary: Administrative Policies and Regulations for Adoption, GBK-AR: Tobacco Free School District - DELETE 10.8.24, GBK/KGC-AP: Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems - DRAFT 10.8.24, JEA-AP: Compulsory Attendance - DRAFT 10.8.24, JFCG/JFCH/JFCI-AP: Use of Tobacco Products, Alcohol, Drugs, or Inhalant Delivery Systems - DRAFT 10.8.24, JFCG-AP: Tobacco Free Environment - REWRITE 10.8.24, KI-AP: Public Solicitation in District Facilities - DRAFT 9.10.24, KI-AR: Advertising in District Facilities - DELETE 9.10.24, KJ-AP: Commercial Advertising - DRAFT 9.10.24, KJ-AR: Commercial Advertising - DRAFT 9.10.24, and KJ-AR: Hiring Staff with Private Funds - REWRITE 9.10.24

**D. 2024-2025 Strategic Initiatives for Organizational Goals**

**Attachments:** 2024-2025 Strategic Initiatives for Organizational Goals

**10. Reports**

**A. Division 22 Assurances**

**Speaker(s):** Deputy Superintendent Lisa Birk

**Attachments:** Executive Summary: Division 22 Assurances Report for 2023-24, Presentation: Division 22 Assurances Report, BLS Compliance Report - Oregon Public School Standards, Presentación: División 22, and Informe de cumplimiento de BLS: estándares de las escuelas públicas de Oregon

**Discussion:** Deputy Superintendent Birk presented the district's Division 22 Assurances report, noting that this annual report is a state requirement. There is only 1 area out of the 58 that the district is not in compliance with. She discussed the corrective actions the district will take in that particular compliance area: local performance assessments.

**B. South County Update**

**Speaker(s):** Scott Olszewski, La Pine High School Principal & South County Director

**Attachments:** Executive Summary: South County Schools Update, Presentation: South County Spotlight, and Presentación: Enfoque en el sur del condado

**Discussion:** Scott Olszewski, La Pine High School Principal and South County Director, provided an update on the South County schools. He highlighted "thriving" at each school. The Mindful Music Program that is sponsored by the Sunriver Music Festival was discussed. Staff from both Rosland Elementary and La Pine Elementary shared how it is used in their schools.

**11. Action Items**

**A. Zone 6 Board Member Seat Vacancy**

**Speaker(s):** Chair Marcus LeGrand

**Description:** Finalists will be selected to be interviewed for the Zone 6 Board Member vacancy

**Action(s):** I make a motion to advance Brandy Berlin, Jenn Lynch, and Ross Tomlin to the final interview. This motion, made by Amy Tatom and seconded by Kina Chadwick, Carried.

**Voting Detail:** Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson

Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

**Voting Summary:** Yea: 6, Nay: 0

**Attachments:** Berlin, Brandy – Redacted, del Rio, Renee – Redacted, Harati, Sorahi – Redacted, Karpstein, Eilean – Redacted, Lynch, Jenn – Redacted, Smith, Ron – Redacted, and Tomlin, Ross – Redacted

**Discussion:** Chair Marcus LeGrand noted that there were seven applications for the vacancy for the Zone 6 board member seat for the Board to consider. All Board members had an opportunity to review the applications on their individual time. The Board will identify the top two to three candidates to move on to the final interview phase that will take place during a special meeting on November 12<sup>th</sup> at 6:00 pm. Board Clerk Janet Bojanowski provided board members with a scoring sheet to individually select their top three candidates. Vice Chair Carrie McPherson Douglass submitted her selections to Janet earlier today due to her virtual attendance. Bojanowski and Deputy Superintendent Lisa Birk tallied the scores and announced the three candidates that had the highest number of votes.

## 12. Superintendent's Report

**Speaker(s):** Superintendent Cook

**Discussion:** Superintendent Cook shared that advisory committees for staff are being developed: classified, certified, administration, and confidential. There will be four meetings over the course of the school year with the first meeting in November. The intent will be to discuss the district's direction. Cook appreciated the work that was done during the Board Retreat last month. He also noted that Triz de la Rosa started yesterday as an HR Director; Karen Rush, new Executive Director of Elementary Programs will begin on November 4<sup>th</sup>; and that the district is currently accepting applications for the Assistant Director of Finance position.

## 13. Director Comments

**Description:** An opportunity for board members to provide comments or reflections.

**Discussion:** Vice Chair Carrie McPherson Douglass thanked everyone that applied for the vacant position on the Board.

Director Shirley Olson thanked the South County staff and the Student Voice Council for their candid conversations this evening.

Director Cameron Fischer thanked the Student Voice Council and the facilitators for joining the meeting. She gave a shout out to the South County team for the positive engagement happening with families. She also appreciated the Black Student Union for bringing the community together with the recent film screening.

Director Kina Chadwick echoed all comments made by the other Directors and noted that there are just so many good things happening.

Chair Marcus LeGrand thanked South County for their report.

## 14. Adjourn

**Description:** Meeting will be adjourned with next Regular School Board Meeting scheduled for November 12, 2024.

**Discussion:** Chair Marcus LeGrand adjourned the meeting at 7:01 pm.

Recorded by: Janet Bojanowski, Board Clerk



## School Board Work Session Meeting Minutes

### Meeting Location:

Education Center, Board Room #314  
520 NW Wall Street  
Bend, OR 97703

**Meeting Date:** October 22, 2024

### Board Members

Kina Chadwick:	Present
Cameron Fischer:	Present
Marcus LeGrand:	Present
Carrie McPherson Douglass:	Absent
Shirley Olson:	Present
Amy Tatom:	Present

#### 1. Call to Order

**Speaker(s):** Chair Marcus LeGrand

**Discussion:** The meeting was called to order by Chair Marcus LeGrand at 5:32 pm.

#### 2. Pledge of Allegiance

**Speaker(s):** Chair Marcus LeGrand

**Discussion:** The Pledge of Allegiance was led by Chair Marcus LeGrand.

#### 3. Review of Agenda

**Speaker(s):** Chair Marcus LeGrand

**Discussion:** There were no changes to the agenda.

#### 4. Work Session

**Description:** The Board will focus on key Board work and initiatives.

##### A. Tier 1 Expectations across BLS Schools

**Speaker(s):** Dr. Lisa Birk, Deputy Superintendent

**Attachments:** Executive Summary: Tier One Practices and BLS Code of Conduct, BLS Student Code of Conduct 24-25, and Presentation Tier 1 Supports and Student Code of Conduct

**Discussion:** Deputy Superintendent Birk noted that the work session would be on Tier 1 expectations across our schools. Heidi Thomas, Highland Elementary Dean of Students, led the discussion on elementary Tier 1; Jessica Gambee, Pilot Butte Middle School Principal, led the discussion on middle school Tier 1; and Monica Hanson, Mountain View High School Assistant Principal, led the discussion on high school Tier 1.

#### 5. Director Comments

**Description:** An opportunity for board members to provide comments or reflections.

**Discussion:** Chair Marcus LeGrand thanked the staff for their time and encouraged everyone to keep building relationships with kids.

Director Shirley Olson noted the work session was a great experience. She thanked Eric Powell, Director of Student Services, and Deputy Superintendent Birk as she had been wanting to hear from people who do the

work.

Director Cameron Fischer agreed with Director Olson.

Director Kina Chadwick shared that the week's events have been challenging and is thankful for the SROs and felt the work session was timely.

Director Amy Tatom agreed with everyone's comments and liked the set up for the meeting. She noted that it is a parents job to keep students safe, make sure guns are secure, and reinforce guns are locked.

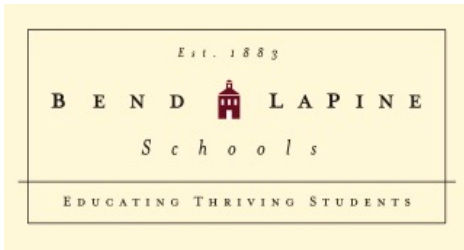
**6. Adjourn**

**Description:** Meeting will be adjourned with next Regular School Board Business Meeting scheduled for November 12, 2024.

**Discussion:** Chair Marcus LeGrand adjourned the meeting at 7:06 pm.

Recorded by: Marta Broberg, Executive Assistant to the Superintendent

DRAFT: Pending Board Approval



**HUMAN RESOURCES**

*Education Center*

*520 N.W. Wall Street  
 Bend, Oregon 97703-2699  
 (541) 355-1100  
 Fax: (541) 355-1109*

DATE: November 6, 2024  
 TO: Dr. Steven Cook, Superintendent  
 Board of Directors for Bend-La Pine Schools

FROM: Steve Herron, Chief Human Resources Officer

RE: Administrative and Licensed Recommended Hires, Resignations, and Retirees

The Human Resource Department recommends approval of the following hires, resignations and retirees at the school board meeting on November 12, 2024. All Hires are subject to successful drug testing, background check, and Oregon licensure.

**CERTIFIED HIRES**

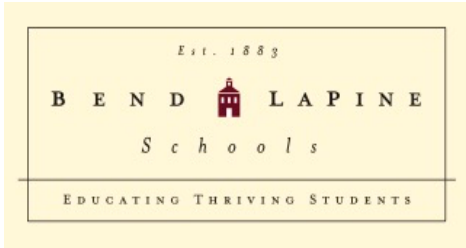
NAME	POSITION	LOCATION	STATUS	HIRE DATE
Bettencourt, Cami	Spanish Teacher	Summit HS	Temporary Full Time	10/03/2024
Cappelletti, Bruno	Health/PE/Careers Teacher	Caldera HS	Regular Part Time to Regular Full Time	08/26/2024
Gingo, Suzannah	Multiple Subjects	North Star Elementary	Temporary Part Time	10/22/2024
Johnson, Andrew	Social Studies Teacher	Pacific Crest MS	Temporary Full Time	10/24/2024
Lane, Rachel	Counselor	Highland Elementary	Temporary Full Time	10/09/2024
Moran, Nicholas	Learning Specialist	Caldera HS	Temporary Full Time	11/12/2024
Ouellet, Renee	Social Worker	La Pine Elementary	Regular Part Time	10/4/2024

**CERTIFIED RESIGNATIONS**

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Bjorback, Kyle	Social Studies Teacher	Pacific Crest MS	02/04/2021 – 10/18/2024

**CERTIFIED RETIRE/REHIRES**

NAME	POSITION	LOCATION	REHIRED/END DATES



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*Education Center*

*520 N.W. Wall Street*

*Bend, Oregon 97703-2699*

*(541) 355-1100*

*Fax: (541) 355-1109*

**ADMINISTRATIVE HIRES**

NAME	POSITION	LOCATION	STATUS	HIRE DATE
de la Rosa, Beatriz	HR Director	Human Resources	Regular Full Time	10/07/2024
Gayman, Matt	Asst. Director of Finance – Accounting	Business Office	Regular Full Time	11/01/2024
Rush, Karen	Executive Director of Elementary School Programming	District Office	Regular Full Time	10/28/2024

**ADMINISTRATIVE RESIGNATIONS**

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES

**ADMINISTRATIVE RETIRE/REHIRES**

NAME	POSITION	LOCATION	REHIRED/END DATES



**HUMAN RESOURCES**

*Education Center*

*520 N.W. Wall Street  
Bend, Oregon 97703-2699  
(541) 355-1100  
Fax (541) 355-1109*

November 5, 2024

TO: Steve Cook, Superintendent  
Bend-La Pine School Board of Directors

FROM: Steve Herron, Chief Human Resources Officer  
Ryan Kelling, Executive Director of Human Resources

RE: Classified Recommended Hires, Classified & Confidential Resignations, and Classified Retirements

The Human Resources Department recommends approval of the following hires, resignations, and retirements at the School Board meeting on November 12, 2024.

***Classified Hiring***

<b>Name</b>	<b>Position/Posting No.</b>	<b>Location</b>	<b>Temp/Regular Position</b>	<b>Hire Date</b>
Bartell, Rob	Nutrition Server I	Mountain View	Reg 3.75 hrs / day	10/28/24
Bilbrey, Melissa	EA – Instruction	Silver Rail	Temp 6.0 hrs / day	10/23/24
Britton, Carl	IT Client Services Tech I	IT	Reg 8.0 hrs / day	10/14/24
Cardone, Joe	Nutrition Server I	Bend High	Reg 3.75 hrs / day	10/15/24
Clark, Cheryl	Nutrition Server I	WE Miller	Reg 3.75 hrs / day	10/25/24
Donaldson, Stephanie	Accounting Technician	Caldera	Reg 8.0 hrs / day	10/17/24
Fitch, Erica	EA -- Instruction	RE Jewell	Reg 3.95 hrs / day	10/14/24
Garcia, Billy	Bus Driver	Transportation	Reg 4.0 hrs / day	11/05/24
Giron, Freddy	Nutrition Server I	Caldera	Reg 3.75 hrs / day	10/15/24
Gobble, Kathy	Nutrition Server I	High Desert	Reg 3.5 hrs / day	10/25/24
Gonzalez Celestino, Diana	Community Specialist I - Liaison	DEI	Temp 8.0 hrs / day	10/10/24
Groves, Andrea	School Office Secretary II	WE Miller	Reg 8.0 hrs / day	10/14/24
Hawkins, Jenn	Nutrition Server I	La Pine Elementary	Reg 3.75 hrs / day	10/25/24
Hernandez, Ray	Nutrition Specialist III	Bend High	Reg 7.75 hrs / day	10/09/24
Heynrichs-Moritz, Brenda	Nutrition Server I	Bend High	Reg 3.75 hrs / day	10/14/24
Kaganak, Liz	Bus Monitor	Transportation	Reg 5.25 hrs / day	10/24/24



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Lawson, Tyrees	Nutrition Server I	Bear Creek	Reg 3.75 hrs / day	10/15/24
Lemus Morales, Cesar	Attendance Office Secretary II	Cascade	Reg 7.5 hrs / day	11/04/24
Mackey, Meredith	Facilities Services Support II	Maintenance	Temp 8.0 hrs / day	10/22/24
Martinez Alvarez, Cynthia	Community Specialist I – FAN	DEI	Reg 7.6 hrs / day	10/22/24
McGregor, Alec	Nutrition Server I	Silver Rail	Reg 3.75 hrs / day	10/25/24
Newton, Jennifer	EA – Instruction	Silver Rail	Reg 6.0 hrs / day	10/09/24
Nino Teniente, Catalina	Nutrition Server I	Bend High	Reg 3.25 hrs / day	10/15/24
Mitsch, Melissa	IT Analyst	IT	Reg 8.0 hrs / day	11/12/24
Orellana, Phillip	EA – Inclusion	RE Jewell	Reg 6.5 hrs / day	10/11/24
Rathsack, Haley	Media Manager I	Juniper	Temp 7.0 hrs / day	10/28/24
Re, Jennifer	Nutrition Server I	Juniper	Reg 3.0 hrs / day	10/02/24
Rogers, Amber	Nutrition Server I	High Desert	Reg 3.5 hrs / day	10/25/24
Rohrssen, Sydney	EA – Behavior Support	Sky View	Temp 3.0 hrs / day	11/07/24
Simak, John	Nutrition Specialist III	Bend High	Reg 7.75 hrs / day	10/15/24
Stainbrook Gumbs, Jessica	EA – Behavior Support	Pilot Butte	Reg 7.0 hrs / day	10/07/24
Webber, Tyler	Custodial Asst. II	Bend High	Reg 8.0 hrs / day	11/04/24
Wilborn, Donald	Safety and Security Monitor	La Pine High	Reg 4.25 hrs / day	10/15/24
Wilborn, Donald	Office Secretary I	La Pine High	Reg 3.25 hrs / day	10/15/24
Zambrana, Marlon	Custodial Crew I	Bend High	Reg 8.0 hrs / day	10/16/24

***Classified Resignations***

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Resign Date</b>
Baraybar, Robin	Media Manager	Bear Creek	08/26/24 – 11/09/24
Beaty, Jamie	Nutrition Services Assistant IV	Nutrition	08/19/04 – 10/26/24
Croteau, Lauren	Consulting Registered Nurse	Special Programs	05/30/23 – 11/23/24



**HUMAN RESOURCES**

*Education Center*

*520 N.W. Wall Street*

*Bend, Oregon 97703-2699*

*(541) 355-1100*

*Fax (541) 355-1109*

Fristedt, Paul	Bus Driver	Transportation	09/02/24 – 10/05/24
Garrouette, Nicole	.5 FTE Secretary II	Elk Meadow	08/15/22 – 08/11/24
Gayman, Matt	Lead Audit Accountant	Business Office	03/08/21 – 11/01/24
Guarista-Thompson, Fernanda	EA – Bilingual Instruction	Bear Creek	10/04/23 – 11/15/24
Kalotay, Jeanie	EA -- Instruction	Lava Ridge	08/27/24 – 10/02/24
Keola, Dodie	Attendance Secretary II	Cascade	08/26/21 – 10/31/24
Mixell, Brianna	EA – Instruction	RE Jewell	08/31/21 – 10/11/24

**Classified Retirements**

Name	Position	Location	Retire Date
Butz, Debbie	Bus Driver	Transportation	10/11/00 – 10/05/24
Hanson, Georgie	EA -- Inclusion	Bend High	04/09/03 – 11/21/24
Wesley, Beth-Ann	EA – Inclusion	Caldera	12/18/23 – 06/12/25

**Classified Retire-Rehires**

Name	Position	Location	Rehire Date

**Classified Dismissals**

Name	Position	Location	Term Date

**Confidential Hiring**

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date

**Confidential Resignations**

Name	Position	Location	Resign Date



**REPORT:** Request for Property Tax Exemption

**PRESENTED BY:** Paul Dean, Chief Operations Officer

**EXECUTIVE SUMMARY:**

On October 17, 2024, the City of Bend received a request for property tax exemption for a property located at 1565 NE 1<sup>st</sup> Street, Bend Oregon. The project is for a mixed-use development 2-story industrial use building with 5 residential units above the commercial space and 1 adaptable residential unit on the first floor, providing an onsite rental housing opportunity where construction laborers can live affordably. All 6 residential units will be designated for low-income housing and rented at levels affordable to those making 60% Area Median Income (AMI) or less. Attached is a location aerial and a building rendering.

This exemption request is pursuant to ORS 307.515 that has been in place in Bend since the early 2000s. The Board has approved similar requests in the past. The last one was for property located at 655 NE Kearny Ave, Bend Oregon, for a 6 bedroom, 7 bath house “built for adults with intellectual and developmental disabilities so that they would be able to live independently.”

This tax exemption is different than the program developed by the City last year referred to as MUPTE. The City has discontinued the MUPTE program. The main differences between this type of exemption and the MUPTE program are:

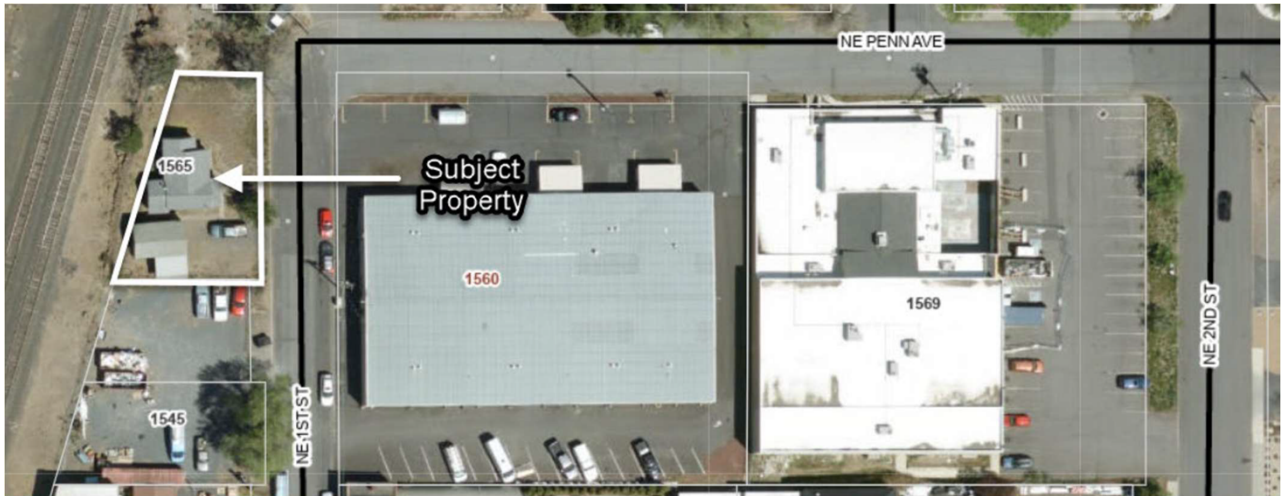
1. This property tax exemption with the Qualified Exemption is for true Affordable Housing, at 60% AMI, pursuant to ORS 307.515.
2. Rent must be shown to pass down dollar for dollar in rent savings to the eligible households.
3. It is for a 20 year exemption of land and improvements that qualify (the commercial area is not exempted and is likely to generate additional revenue upon redevelopment).

The following is the estimated impact on tax revenues provided by the City:

	First Year Tax w/o Exemption		Exemption					
			First Year	First Year Difference	20 Year Impact			
<b>Bend Urban Renewal Agency</b>	\$	12,089	\$	7,198	\$	4,891	\$	196,608
<b>Bend-La Pine School District</b>	\$	1,663	\$	988	\$	674	\$	26,556
<i>2007 Bond</i>	\$	632	\$	376	\$	256	\$	10,091
<i>2013 Bond</i>	\$	150	\$	89	\$	61	\$	2,398
<i>2017 Bond</i>	\$	406	\$	241	\$	165	\$	6,480
<i>2023 Bond</i>	\$	475	\$	282	\$	193	\$	7,587

**Recommendation:**

We recommend approval of resolution 1978.





**Administrative School District No. 1**

**Resolution No. 1978: Property Tax Abatement**

**WHEREAS**, Bend-La Pine Schools has received a request to abate its portion of property taxes for a period of 20 years for affordable housing for 5 residential units above commercial space and 1 adaptable residential unit on the first floor, located at 1565 NE 1<sup>st</sup> Street, Bend Or.

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors for Bend-La Pine Schools authorizes property tax exemption for David and Lopez Vazquez’s affordable housing project, in accordance with ORS 307.515 – 307.523, by adopting the provisions of ORS 307.515 – 307.523.

Moved by \_\_\_\_\_

Second by \_\_\_\_\_

Yes votes \_\_\_\_\_

No votes \_\_\_\_\_

Dated this 12<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Board Secretary



**REPORT:** Declaration of Surplus and Sale of Real Property at Silver Rail Elementary School

**PRESENTED BY:** Paul Dean, Chief Operations Officer

**EXECUTIVE SUMMARY:**

A portion of Silver Rail Elementary is unused and is no longer necessary for current or future district use. The property is approximately 48,463 square feet as depicted on the attached Exhibit A (“Surplus Property”). The 2022 Sites and Facilities Plan stated that Staff should evaluate three options for this land: affordable/employee housing, collaboration with Bend Metro Park and Recreation District for field use, or the sale and return of the proceeds to the capital fund and present a recommendation to the Board for consideration. Staff evaluated these options and recommends the Board declare the land surplus to be used for affordable/employee housing.

As part of the evaluation, staff engaged with experts in the affordable housing industry, including legal experts. Due to the severe housing affordability challenges in the community and the increasing difficulty retaining Bend-La Pine School (BLS) employees due to those challenges, staff recommends that the Board declare the property surplus to sell the property for affordable housing.

In order to facilitate use of the property for affordable housing that has some preferences for BLS employees, staff evaluated the best method of selling the property. Staff concluded the best method is to use a Request for Proposal (RFP) process to determine the best suited affordable housing developer and sell to that entity at less than fair market value. Affordable housing is only viable in the current market if it is subsidized through a mix of: grants, donations, tax credits and obtaining land at less than current market value. Staff recommends the sale at the estimated cost of \$20,000 for expenses to facilitate the goal of providing affordable housing with preferences for BLS employees.

Staff issued a Request for Proposals from affordable housing providers to propose affordable housing with some preference for Bend-La Pine School employees. The RFP process resulted in a recommended buyer, Bend-Redmond Habitat for Humanity, Inc. (Habitat). A sale agreement has been negotiated. The sale price is \$20,000. The sale terms include provisions that require Habitat to obtain all necessary land use and permits for the construction of 18 single family homes (the number subject to land use), using a land lease model so the home remain affordable for 99 years, construction of the development, and preferences for BLS employees as described on the attached Exhibit B. In summary, BLS employees who have incomes at 80% of Area Median Income (AMI) will have first priority, then BLS employees who have incomes at 120% AMI will have second priority, and then if there are any remaining homes, Habitat will open the process up to others using their established preference process.

Staff recommends approval.

**Recommendation:**

We recommend approval of resolution 1979.



Administrative School District No. 1

**Resolution No. 1979: Declaration of Land Surplus and Approval of Sale Methodology and Agreement**

**WHEREAS**, Bend-La Pine Schools (BLS) owns approximately 48,463 square feet of property at Silver Rail Elementary;

**WHEREAS**, BLS has no plans to use this property and it is no longer necessary for current or future district use;

**WHEREAS**, The 2022 Sites and Facilities Plan stated that Staff should evaluate three options for this land: affordable/employee housing, collaboration with Bend Metro Park and Recreation District for field use, or the sale and return of the proceeds to the capital fund and present a recommendation to the Board for consideration. Staff evaluated these options and recommends the Board declare the land surplus to be used for affordable/employee housing;

**WHEREAS**, in order to facilitate use of the property for affordable housing that has some preferences for BLS employees, the best method of property disposal is through the use of a Request for Proposal (RFP) process to determine the best suited affordable housing developer and sell to that entity at less than fair market value;

**WHEREAS**, It is in the best interest of BLS to declare this property Surplus and employ the RFP methodology for sale;

**WHEREAS**, The RFP process selected Bend-Redmond Habitat for Humanity, Inc. as the successful proposer and a contract was negotiated for sale, subject to Board Approval

**BE IT RESOLVED**, that the Board of Directors of Administrative School District No. 1, Deschutes County, declare the following land surplus and sell to an affordable housing developer through an RFP process at less than fair market value:

“The approximately 48,463 square feet of property located at Silver Rail Elementary depicted on attached Exhibit A.”

Moved by \_\_\_\_\_

Second by \_\_\_\_\_

Yes votes \_\_\_\_\_

No votes \_\_\_\_\_

Dated this 12<sup>th</sup> day of November 2024.

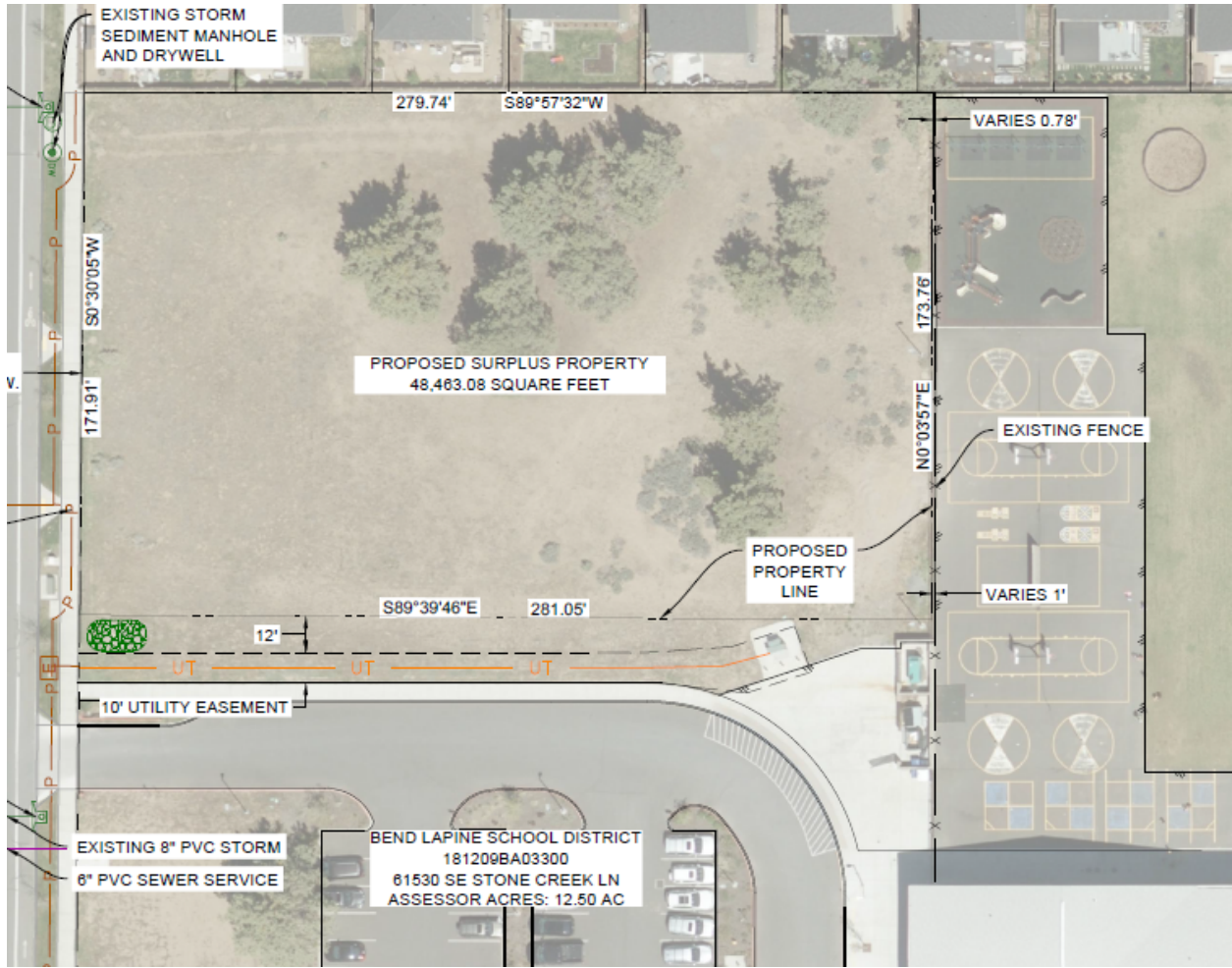
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest: \_\_\_\_\_  
Board Secretary

Exhibit A

Depiction of Silver Rail Surplus Property



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into effective on \_\_\_\_\_ 2024 (the “**Effective Date**”), by and Administrative School District No.1, Deschutes County (“**BLS**”)(“**Seller**”), whose address is 520 NW Wall, Bend, OR 97703 and Bend-Redmond Habitat for Humanity, Inc. (“**Buyer**”), whose address is 224 NE Thurston Ave., Bend, Oregon 97701.

### RECITALS:

- A. Seller is the owner of certain property located in the City of Bend, Oregon, more particularly described and defined in this Agreement.
- B. Seller desires to sell the property described and defined in this Agreement to Buyer, and Buyer desires to purchase such property from Seller, upon the terms set forth in this Agreement and summarized for ease of reference by the following (the “**Basic Provisions**”):
  - I. Buyer’s Tax ID No.: 93-1004012
  - II. Title Company: Western Title and Escrow, Bend
  - III. Purchase Price: \$20,000
  - IV. Earnest Money Deposit: \$5,000
- C. Seller owns real property located in Bend, Oregon, legally described on Attached Exhibit A (“**School Property**”).
- D. A portion of the School Property is surplus and is approximately 48,463 square feet as depicted on the Attached Exhibit B (“**Surplus Property**”). The parties intend for Buyer to develop the Surplus Property for affordable housing. Buyer intends to seek land use approvals for such development including a partition to legally create the Surplus Property.
- E. Subject to the terms and conditions contained in this Agreement, Buyer desires to purchase the Surplus Property from Seller (the “**Transaction**”).

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. RECITALS

The recitals are hereby incorporated into this Agreement by reference.

#### 2. SALE OF SURPLUS PROPERTY

2.1 Purchase Price. The purchase price for the Surplus Property is \$20,000 (the “**Purchase Price**”) Buyer will pay the Purchase Price as follows: By November 30, 2024 Buyer will pay an earnest

money deposit in the amount of \$5,000 (“**Earnest Money**”) Western Title and Escrow (the “**Title Company**”); and (b) Buyer will pay the balance of the Purchase Price at Closing. The Title Company will invest the Earnest Money in a federally-insured interest-bearing deposit account and will maintain the account until the Earnest Money is returned or paid in accordance with this Agreement. Any interest earned on the Earnest Money will be disbursed with the Earnest Money as provided in this Agreement and credited to the Purchase Price at Closing.

### 3. SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

3.1 Authority; Binding Obligation; No Conflicts. Seller has full power and authority to sign and deliver this Agreement and to perform all of Seller’s obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement referenced herein, constitute a valid and binding agreement of Seller. Seller’s execution, delivery, and performance of this Agreement, and any agreement referenced herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Title to Surplus Property. Seller has or will have prior to Closing good title to the Surplus Property free and clear of any lien, mortgage, pledge, or security interest. Seller will transfer and convey the Surplus Property to Buyer free and clear of any and all Encumbrances except for the Permitted Closing Encumbrances and the deed restricted reversionary clause described below. For purposes of this Agreement, “**Encumbrance(s)**” means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, or other encumbrance.

3.3 Compliance with Laws. To the Knowledge of Seller, the School Property is in compliance with any and all Legal Requirements. To the Knowledge of Seller, no event has occurred or circumstances exist that may result in Seller and/or the School Property’s failure to comply with any Legal Requirement. Seller and/or the Property are not subject to any judgment and/or order and there are no actions, judgments, suits, audits, hearings, proceedings, orders, investigations, and/or claims pending or threatened against Seller and/or the School Property (or any portion thereof), including, without limitation, any pending or threatened condemnation proceeding, whether at law or in equity, or before or by any governmental department, commission, board, bureau, agency, and/or instrumentality. “**Legal Requirement(s)**” means any and all laws, statutes, ordinances, codes, regulations, orders, rules, covenants, conditions, easements, declarations, leases, liens, and restrictions directly or indirectly affecting or concerning the ownership, use, condition, maintenance, leasing, and/or operation of all or any part of the School Property, including, without limitation, all Environmental Laws (as defined below). For purposes of this Section 3, “**Knowledge of Seller**” means the actual knowledge of all of Seller’s members, partners, and representatives.

3.4 Environmental. Seller shall within ten (10) calendar days deliver to Buyer complete copies of any and all environmental reports, studies, analyses, surveys, tests, and site assessments relating to the Surplus Property in Seller or any member of Seller’s possession, all without representations or warranties of any kind or nature whatsoever and also on the express condition that Buyer may not rely on such reports, etc. without obtaining assurances from the preparers (at Buyer’s cost and expense). Seller is not a party to any contract, settlement agreement, or other similar arrangement that requires or may require Seller to have any liability or obligation of any kind arising out of any Environmental Law related to the Surplus Property. Seller has not received any verbal and/or written notice from any governmental authority or other person regarding any actual, alleged, or potential failure of the Surplus Property to

comply with any Environmental Law. No action, arbitration, audit, hearing, investigation, litigation, suit, or other proceeding is pending or, to the Knowledge of Seller threatened against Seller or the Surplus Property relating to the failure of the Surplus Property to comply with any Environmental Law. To the Knowledge of Seller: (a) no Hazardous Substance is present on the Surplus Property in violation of any Environmental Law; (b) no Hazardous Substance has been spilled, discharged, and/or otherwise released on or into the Surplus Property; and (c) no underground storage tank is present on the Surplus Property.

As used in this Agreement, the term “**Environmental Law(s)**” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

3.5 Non-Foreign Person. Seller is not a “foreign person” for purposes of Internal Revenue Code Section 1445.

3.6 Accuracy of Representations and Warranties. None of Seller’s representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

3.7 Disclaimers. SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE SURPLUS PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, SELLER MAKES, AND WILL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO:

- (a) MATTERS OF TITLE,
- (b) ZONING,
- (c) TAX CONSEQUENCES,
- (d) PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND FURTHER INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE AND COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN WATER ACT, THE SOLID WASTE DISPOSAL ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE OIL POLLUTION ACT, THE FEDERAL CLEAN AIR ACT, THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER AND ALL APPLICABLE LOCAL LAWS, ORDINANCES, AND REGULATIONS (HEREIN COLLECTIVELY CALLED THE “**ENVIRONMENTAL LAWS**”)),

#### 4. BUYER’S REPRESENTATIONS AND WARRANTIES

4.1 Buyer Representations and Warranties. Buyer has full power and authority to sign and

deliver this Agreement and to perform all of Buyer's obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement contemplated herein, constitute a valid and binding agreement of Buyer, enforceable in accordance with its terms. Buyer's execution, delivery, and performance of this Agreement, and any agreement contemplated herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 No Brokers or Finders. Buyer has not retained the services of a real estate broker or agent in connection with this Agreement or the Transaction, nor incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the Transaction.

4.3 Accuracy of Representations and Warranties. None of Buyer's representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

4.4. Affordable Housing Deed Restriction and Right of Reverter. Buyer shall develop the Surplus Property in accordance with the Proposal submitted to Seller in response to Seller's Request for Proposal 24-0730-01. Buyer shall develop the Surplus Property as affordable housing available to persons who fall within the Area Median Income (AMI) levels: Under 80% AMI or Under 120% AMI.; that provides for preference for qualifying BLS employees as described in the Housing Preference Criteria attached as Exhibit C, which may be modified by mutual agreement. Any housing must comply with HUD fair Housing laws. This provision shall survive closing.

4.5 The conveyance Deed shall contain the following Right of Reverter clause: "Grantor conveys the Property to Grantee, so long as Grantor constructs and maintains, for 99 years, affordable housing available to persons who fall within the Area Median Income (AMI) levels: Under 80% AMI or Under 120% AMI.; that provides for preference for qualifying BLS employees as described in the Housing Preference Criteria attached as Exhibit C, which may be modified by mutual agreement (Affordable Housing Project). Grantor shall have the additional right of reverter if Grantee fails to construct and maintain the Affordable Housing Project, then Grantor shall have the right, at its option, to reenter and take possession of the Property with all improvements thereon."

## 5. BUYER'S DUE DILIGENCE, CONDITIONS TO CLOSING, OBLIGATIONS OF SELLER AND BUYER

5.1 Preliminary Title Report. Within ten (10) calendar days after the Effective Date, Seller will order and when received, deliver to Buyer, at Seller's cost and expense, a preliminary title report showing the condition of the title to the School Property, together with complete and legible copies of all exceptions listed therein (collectively, the "**Preliminary Commitment**"). Buyer will have no more than thirty (30) calendar days after Buyer's receipt of the Preliminary Commitment within which to give notice in writing to Seller (the "**Notice of Unpermitted Exceptions**") of Buyer's disapproval of any exceptions shown in the Preliminary Commitment. If Buyer fails to provide Seller the Notice of Unpermitted Exceptions within the thirty (30) day period, Seller will provide Buyer a written notice (the "**Title Notice**"). If Buyer fails to respond within ten (10) calendar days of the Title Notice, all exceptions set forth in the Preliminary Commitment will be Permitted Closing Encumbrances (as defined below). If Buyer timely provides Seller the Notice of Unpermitted Exceptions, Seller will notify Buyer in writing (the "**Notice of Response**") within ten (10) calendar days after Seller's receipt of the Notice of Unpermitted Exceptions whether Seller is willing and able to remove the unpermitted exceptions identified in the Notice of Unpermitted Exceptions (as determined by Seller in its sole discretion). If Seller is willing and able to remove such unpermitted exceptions, Seller will do so at or prior to Closing.

If Seller is not willing or is unable to remove such unpermitted exceptions, Buyer may, by written notice to Seller (the “**Notice of Decision**”) within ten (10) calendar days after Buyer’s receipt of the Notice of Response, exercise any of the following rights or remedies: (a) Buyer may terminate this Agreement, in which event the Earnest Money will be returned to Buyer and thereafter neither party will have any further rights, remedies, and/or obligations with respect to the Surplus Property, except those intended to survive termination of this Agreement; (b) Buyer may accept the unpermitted exceptions that Seller is unwilling or unable to remove; or (c) Buyer may, with the written consent of Seller (which Seller will not unreasonably withhold), attempt to remove the unpermitted exceptions or any of them at Buyer’s sole cost and expense and without a reduction of the Purchase Price, in which event Seller agrees to cooperate with Buyer so long as Seller does not have to incur any costs or expenses or attend any meetings. If Buyer fails to deliver the Notice of Decision to Seller within said ten (10) calendar day period, then Seller shall provide Buyer with a written notice. If Buyer does not provide a written waiver of the unpermitted exceptions, Buyer is deemed to have rejected the unpermitted exceptions that Seller did not agree to remove in the Notice of Response and this Agreement will terminate and the Earnest Money will be returned to Buyer.

Within ten (10) calendar days after approval of the partition creating the Surplus Property, Seller will update the Preliminary Commitment to include only the Surplus Property and deliver a copy to Buyer. In the event that the updated Preliminary Commitment shows any new exceptions, Buyer shall have the right (exercised in its reasonable discretion, provided that Buyer shall have the right to refuse any new exception(s) related in any way to any monetary consideration impacting Buyer in Buyer’s sole discretion) to object to any of such new exception(s) (but not to any exceptions that appeared in the original Preliminary Commitment) within thirty (30) calendar days after receipt of the updated Preliminary Commitment, in which event the remaining terms and procedures set forth in the preceding Section shall apply.

The term “**Permitted Closing Encumbrances**” means any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) to which Buyer does not object to within the time period(s) required by this Section 5.1; any unpermitted exceptions appearing in the Notice of Unpermitted Exceptions that Seller does not agree to cure in the Notice of Response; any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) caused by Buyer; and any matters that would be disclosed on an accurate survey of the Surplus Property (unless Buyer obtains an accurate survey of the Surplus Property prior to Closing).

5.2 Inspection of Surplus Property, Seller’s Cooperation, and Environmental Report. Buyer will have sixty (60) calendar days commencing from the Effective Date (the “**Due Diligence Period**”) within which to complete an inspection and examination of the Surplus Property for the purpose of Buyer’s investigation of the Surplus Property and decision to consummate the Transaction, at Buyer’s sole discretion. This inspection and examination may include, without limitation, an inspection and examination of the following: (a) the Surplus Property’s physical condition; (b) the presence or absence of any Hazardous Substances; (c) the availability of government permits and approvals; (d) the feasibility of the Surplus Property for Buyer’s intended purpose; and/or (e) Seller’s contracts, governmental authorizations, and any other documentation directly related to the Surplus Property and which will run with the Surplus Property after the Closing. During the Due Diligence Period and during the term of this Agreement, Buyer is permitted to make inquiries, conduct meetings, and file land use applications with the appropriate governmental agencies regarding the potential development of the Surplus Property. If requested by Buyer, Seller agrees to cooperate with Buyer’s efforts to obtain entitlements for the Surplus Property so long as Seller does not have to incur any costs or expenses. During the Due Diligence Period, Buyer may obtain at Buyer’s cost and expense a Level I Environmental Site Assessment (“**Environmental Report**”) related to the Surplus Property and conduct other studies and/or

investigation(s) including, without limitation, geotechnical investigation and sampling. All of the provisions in this Section 5.2 are for Buyer's benefit and may be waived by Buyer at any time in Buyer's sole discretion.

Prior to entry on the Surplus Property, Buyer shall provide Seller with evidence that Buyer maintains commercial general liability insurance with limits of loss of at least \$2,000,000 combined single limit for personal injury and property damage, and that Seller is an additional insured on such insurance policy. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all costs, losses, damages, expenses, liabilities, actions, liens or claims (including reasonable attorney's fees at trial and on appeal) arising from or related to entry on the Surplus Property by Buyer or any agent, employee, contractor or invitee of Buyer. Buyer also agrees to restore the Surplus Property to the condition it was in prior to entry thereon by Buyer or any agent, employee, contractor or invitee of Buyer. Buyer's obligations herein shall survive the Closing or termination of this Agreement.

As used in this Agreement, the term "**Hazardous Substance(s)**" means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

5.3 School Board Approval. As an express condition to Closing, Seller must have obtained, on terms and conditions satisfactory to Seller's sole and absolute discretion, final School Board approval on or before December 31, 2024 ("**School Board Approval**"). If Seller has not obtained School Board Approval by this date, then this Agreement shall automatically terminate and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Surplus Property or the other party, except for any obligations which survive termination of this Agreement.

5.4 Partition Within one hundred and twenty (120) calendar days after the Effective Date, Buyer shall prepare and file, at Buyer's cost and expense, an application for a tentative Partition to create the Surplus Property parcel along with all necessary land use applications for approval of the affordable housing development proposed in response to Seller's Request for Proposals dated May 31, 2024 ("**Land Use Application**"). Seller shall cooperate with Buyer, at no cost to Seller, to obtain approval of the Land Use Application, including signing applications, plats and other submittals as the owner of the School Property.

#### 5.5 Improvements.

5.5.1 Buyer will construct, at Buyer's cost and expense, the required improvements contained in the Land Use Applications' conditions of approval ("**Improvements**").

5.5.2 Buyer shall use Buyer's best efforts to complete the Improvements on or before September 30 2027. The obligations in this Section shall not merge with the Deed and shall survive the Closing.

### 6. CLOSING

6.1 Closing Date. The closing of the Transaction (the "**Closing**") will take place in escrow at Title Company within ten (10) calendar days after recording of the Partition plat establishing the Surplus Property. Buyer shall use best efforts to If Closing does not occur on or before March 30, 2026, Seller may terminate this Agreement and refund Buyer's Earnest Money and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Surplus Property or the other party, except for any obligations which survive termination of this Agreement (the "**Closing Deadline**"). The exact day of the Closing (the "**Closing Date**") will be determined by Buyer with at least five (5) calendar

days' prior written notice to Seller.

6.2 Buyer Obligations. At the Closing, Buyer will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) the amount specified in Section 2.1, subject to adjustment as provided in this Agreement; (b) a buyer's closing statement; (c) the Deed Restriction and (d) any other documents reasonably required by the Title Company to complete the Closing.

6.3 Seller Obligations. At the Closing, Seller will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) a Statutory Warranty Deed, subject to only the Permitted Closing Encumbrances (the "**Deed**") and the Right of Reverter clause provided in Paragraph 4.5 above; (b) a nonforeign affidavit for purposes of Internal Revenue Code § 1445; (c) the appropriate Oregon withholding tax forms; (d) a seller's closing statement; and (e) any other documents reasonably required by the Title Company to complete the Closing. At the Closing, Seller shall deliver exclusive possession of the Surplus Property to Buyer.

6.4 Prorations; Closing Costs, Deferred Forest taxes. Any utilities, rents, real estate taxes and assessments, and other similar expenses with respect to the Surplus Property will be prorated between Seller and Buyer as of the Closing Date. The proration will be made at the Closing to the extent possible. The Buyer shall pay any deferred Forest Taxes.

Buyer will pay all escrow fees and the premium for a standard coverage title insurance policy. Buyer will pay the premium for extended title insurance coverage and for endorsements to the title insurance policy (if desired by Buyer), and the fee to record the Deed.

6.5 Title Insurance. Within ten (10) calendar days after the Closing Date, Title Company will furnish Buyer with an ALTA standard form Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer as the fee simple owner of the Surplus Property subject only to Title Company's standard preprinted exceptions and the Permitted Closing Encumbrances. Buyer may obtain, at Buyer's cost any extended title insurance coverages or endorsements requested by Buyer.

6.6 Disclosure. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, AT THE CLOSING, BUYER WILL PURCHASE THE SURPLUS PROPERTY SUBJECT TO: (1) ALL LATENT AND PATENT DEFECTS, ERRORS AND OMISSIONS IN THE SURPLUS PROPERTY; (2) ANY FAILURE OF THE SURPLUS PROPERTY OR ANY PART OR PORTION THEREOF TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENT, LAW OR REGULATION; AND/OR (3) ANY FAILURE OF THE SURPLUS PROPERTY OR ANY PART OR PORTION THEREOF TO BE USABLE FOR ANY PRESENT OR EXPECTED USE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER IN SECTION 3, AT THE CLOSING BUYER WILL PURCHASE THE SURPLUS PROPERTY "AS-IS", ON A "WHERE-IS" BASIS, AND "WITH ALL FAULTS."

## 7. TERMINATION AND DEFAULT

7.1 Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon notice from Buyer to Seller if Closing has not occurred by the Closing Deadline; (b) upon written notice from Buyer to Seller pursuant to the terms of Section 5.1 or 5.2; or (c) automatically pursuant to the terms of Section 5.3. Upon termination pursuant to this Section 7.1, the Earnest Money will be returned to Buyer and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Surplus Property or the other party, except for any obligations which

survive termination of this Agreement.

7.2 Seller Default. If Seller breaches and/or otherwise fails to perform any of Seller's obligations contained in this Agreement, time of payment and performance being of the essence, Buyer will have any and all remedies available at law or in equity, including the right of immediate ex parte pre-judgment relief as provided by the Oregon Rules of Civil Procedure (without posting a bond or other surety). Notwithstanding the foregoing, Buyer shall not be entitled to recover from punitive damages. All available remedies are cumulative and may be exercised singularly or concurrently. This provision will not merge into the Deed and will survive the Closing.

7.3 Buyer Default. If Buyer breaches and/or otherwise fails to perform any of Buyer's obligations contained in this Agreement, time of payment and performance being of the essence, Seller will have the right, upon written notice to Buyer, to terminate this Agreement and retain the Earnest Money as liquidated damages and as Seller's sole remedy against Buyer for such breach; provided, however, that this limitation of remedies does not apply to Buyer's indemnity or restoration obligations under Section 5.2.

7.4 Notice of Default. Prior to declaring a party in default under this Agreement, the non-defaulting party will provide the defaulting party ten (10) calendar days' prior written notice (the "**Default Notice**") specifying with reasonable particularity all defaults under this Agreement that the non-defaulting party believes exist. The defaulting party will have the right to cure the alleged defaults within ten (10) calendar days after receipt of the Default Notice to avoid any breach under this Agreement. Notwithstanding the foregoing to the contrary, the above notice and cure period shall not apply to a party's failure to close on the noticed date of the Closing as determined by Section 6.1.

7.5 Remedies. Seller acknowledges that the remedies available at law for any breach of this Agreement by Seller will, by their nature, be inadequate. Accordingly, Buyer may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without posting a bond or other surety.

## 8. CONDEMNATION

If, prior to the Closing, all or any material portion of the Surplus Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact in writing. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller. Upon such termination, the Title Company shall return the Earnest Money plus any accrued interest thereon to Buyer and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by condemnation and Buyer shall be deemed to have accepted the Surplus Property subject to the taking without reduction in Purchase Price.

## 9. ADDITIONAL SELLER COVENANTS

Seller covenants to Buyer as follows:

9.1 Restrictions on Transfer and Contracts. Until the Closing or termination of this Agreement, Seller will not Transfer the Surplus Property or any interest in the Surplus Property without the prior written consent of Buyer, provided Seller may transfer to an entity owned or controlled by

Seller's member provided that any transfer shall not relieve Seller of any of its obligations pursuant to this Agreement and/or any related agreements to be entered into at Closing. Until the Closing or termination of this Agreement, Seller will (a) own and use the Surplus Property and perform all of Seller's obligations under all contracts included in the Surplus Property only in the ordinary course of Seller's business, (b) Seller will not enter into any contracts and/or amend, modify, alter, change, extend, and/or assign any contracts (and/or the terms and/or conditions of such contracts) concerning the Surplus Property without Buyer's prior written consent, and (c) Seller will perform all of Seller's liabilities and obligations under all contracts to which Seller is a party related to the Surplus Property. For purposes of this Section 9.1, "**Transfer**" means (a) any transfer, including, without limitation, any sale, exchange, gift, assignment, Encumbrance, foreclosure of an encumbrance, or attachment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, and (b) any contract involving the lease or use of all or any portion of the Surplus Property.

9.2 Seller's Best Efforts. Seller will use Seller's best efforts to effectuate the Transaction and will do all acts and things as may be required to carry out Seller's obligations under this Agreement. Seller will obtain all consents, authorizations, and approvals that Seller is required to obtain to effectuate the Transaction.

9.3 Notification. Until the Closing or termination of this Agreement, Seller will promptly notify Buyer of (a) any material breach by Seller of any representation or warranty in Section 3, (b) the occurrence after the Effective Date of any fact or condition that would cause Seller to breach any representation or warranty in Section 3 if the representation or warranty were made as of the date of the occurrence, (c) any material breach by Seller of any covenant in this Agreement, and/or (d) any event that makes the satisfaction of any condition in Section 5 impossible or unlikely.

9.4 Rights Not Exclusive. Buyer's remedies under this Agreement will not be affected by any investigation that Buyer has completed or conducted or by any knowledge that Buyer has acquired.

## 10. GENERAL PROVISIONS

10.1 Survival and Time of Essence. All representations and warranties made in this Agreement will survive the Closing of the Transaction for a period of three (3) years and will not merge into the Deed. Time is of the essence with respect to each and every obligation of the parties hereunder.

10.2 Attorney Fees. With respect to any dispute arising from or relating to this Agreement (even if such dispute arises after the Closing), or if a suit, action, arbitration, appeal, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

10.3 Binding Effect and Notices. Subject to Section 9.1, this Agreement will be binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid,

certified, return receipt requested.

10.4 Entire Agreement and Severability. This Agreement sets forth the entire understanding of the parties with respect to the Transaction. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Transaction. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

10.5 Governing Law, Venue, and Dispute Resolution. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the parties to this Agreement or the subject matter of this Agreement. Any action or proceeding arising out of this Agreement will be litigated in the circuit court of Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a “**Dispute**”), Buyer and Seller will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be resolved as provided in this Agreement.

10.6 Arbitration. If any claim, dispute, or controversy arising out of or related to this Agreement occurs, the dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of real estate law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred including arbitration fees, attorney fees, expert fees, and all costs and expenses

10.7 Execution; Counterparts; Time. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing and delivering an original document. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

10.8 Person and Interpretation. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,”

“includes,” and “including” are not limiting. The word “shall” is mandatory and not optional. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.9 Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.10 Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

10.11 Further Assurances; Assignment; Waiver. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. Neither party may assign or delegate any of the party’s rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may not unreasonably withhold, delay, or condition. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

10.12 Expenses. Except as otherwise provided in this Agreement, each party will bear the party’s own fees, costs, and expenses incurred in connection with the Transaction, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Transaction.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and effective as of the Effective Date.

**Seller:**

Bend-La Pine Administrative School District No. 1

\_\_\_\_\_  
By: Daniel Emerson  
Its: Chief Financial Officer

Dated: \_\_\_\_\_

**Buyer:**

Bend-Redmond Habitat for Humanity, Inc.

\_\_\_\_\_  
By: Carly Colgan  
Its: Chief Executive Officer

Dated: \_\_\_\_\_

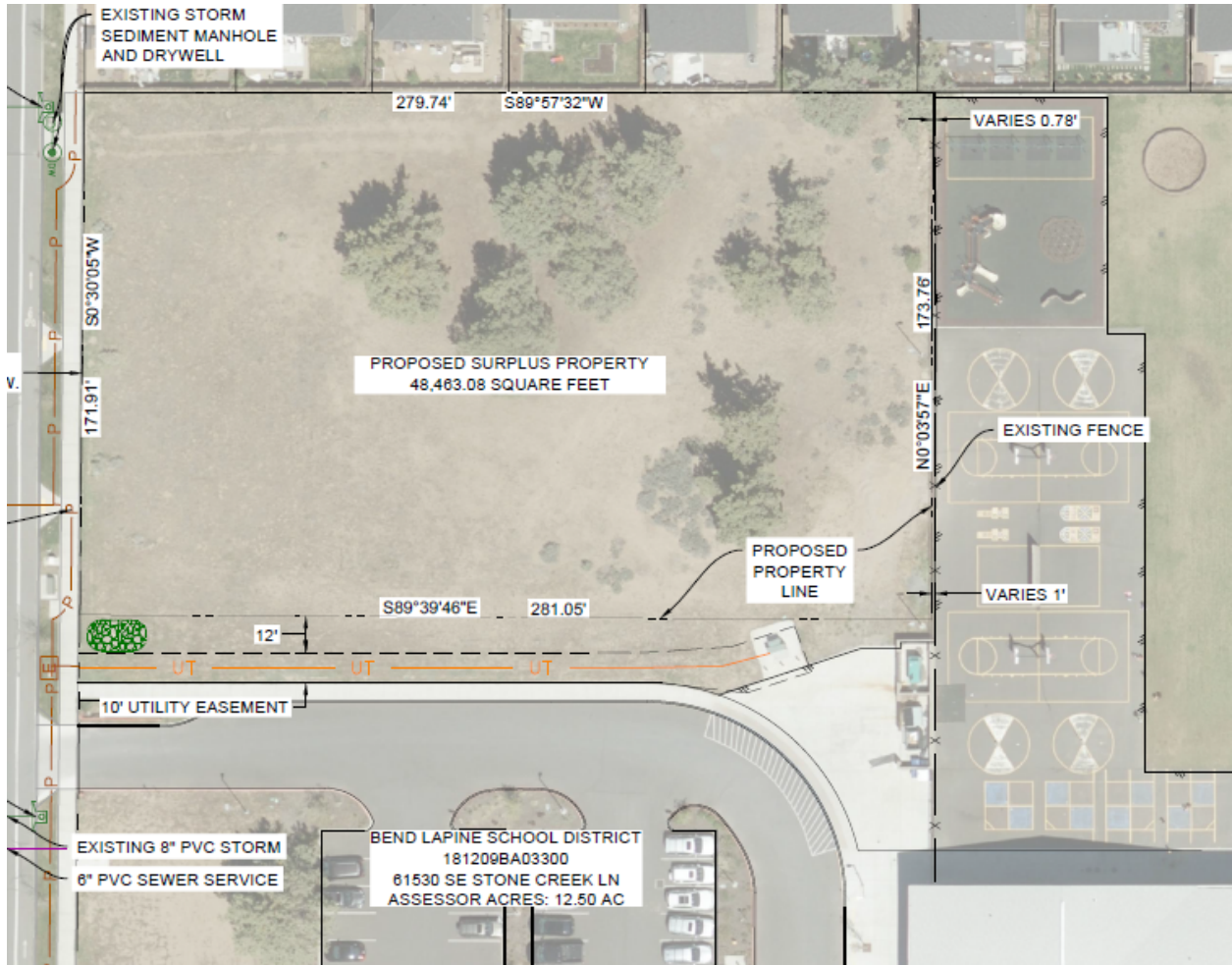
Exhibit A  
Legal Description of School Property

**Parcel 1, Land Partition Plat No. 2014-4, recorded 2/5/2014, Document No. 2014-03658,  
Official Records, in Deschutes County, Oregon**

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Exhibit B

Depiction of Surplus Property



## Exhibit C

### **Employee Preference Policy for Bend-La Pine Schools (BLS) Employees**

This policy aims to outline the preference structure for Bend-La Pine Schools (BLS) employees in the homeownership application process with Bend-Redmond Habitat for Humanity (BRHFH) at the Stone Creek Commons development, ensuring BLS employees receive priority access to affordable homeownership opportunities.

#### 1. Eligibility Criteria for BLS Employees:

BLS employees must meet the general eligibility requirements for lending, including but not limited to:

- Minimum credit score as required by lending guidelines.
- Debt-to-income ratio compliant with applicable lending criteria.
- First-time homebuyer status.
- Residency in the state of Oregon.
- Contribute \$2,000 toward closing costs.
- If liquid assets exceed \$20,000, contribute a percentage towards down payment.
- Willing to complete Habitat's Homeownership Program.
- Employees must have been employed by BLS for 2 years, as validated by the school district.

#### 2. Income Targeting and Prioritization:

- Applications will be open specifically to current BLS employees who fall within the following Area Median Income (AMI) levels:
  - Under 80% AMI.
  - Under 120% AMI.
- Priority will be given to those under the 80% AMI threshold. Thereafter BLS employees who fall under the 120%AMI will be selected.

#### 3. Application and Scoring Process:

- The first application round will be initiated exclusively for BLS employees.
- In the event of equally qualified applicants for limited spots, the following tiebreaker preferences will be applied:
  - Priority will be given to first-generation homebuyers.
  - If the tiebreaker remains unresolved, a lottery will be conducted to select the remaining spots.

#### 4. Post-BLS Application Process:

- After qualified BLS employees have been placed, any remaining homes will be made available to the general public through Habitat's standard homeownership application process.

#### 5. Long-term Housing Affordability and Resale:

- BRHFH will retain ownership of the land through a 99-year renewable land lease, ensuring long-term affordability.

- Employer-based deed restrictions will be applied to 8 homes, ensuring they remain available to BLS employees upon resale. BLS employees will continue to receive preference in future sales of these homes.

6. Monitoring and Compliance:

- BRHFH will regularly review compliance with this policy and ensure that eligible BLS employees are given preference in alignment with the stated criteria.
- BLS will be responsible for validating employee eligibility, including confirming probation completion and employment status at the time of application.



**REPORT:** Integrated Programs Annual Report, Fall 2024

**PRESENTED BY:** Lisa Birk, Deputy Superintendent

**EXECUTIVE SUMMARY:**

in 2019, the Oregon legislature passed the Student Success Act, including the Student Investment Account (SIA). SIA, along with five other programs receive funds that are to be used in four areas to support students. Funds must be used to support the common goals of providing a Well-Rounded Education, Advancing Equity, Engaging Community, and Strengthening Systems and Capacity in our schools. During the 2023-2024 school year, Bend-La Pine Schools received approximately \$20,865,273, enabling the district to fund its prioritized strategies. These are listed below:

- Funding our student success program and supporting our students' behavioral, emotional, and mental health needs
- Providing additional certified staff to schools, especially in our schools with the largest numbers of historically and currently underserved (HU) students
- Supporting our multi-lingual students and families
- Supporting our students with disabilities
- Providing professional learning in the areas of diversity, equity, and inclusion
- Supporting teachers' continuing professional learning with embedded instructional coaching

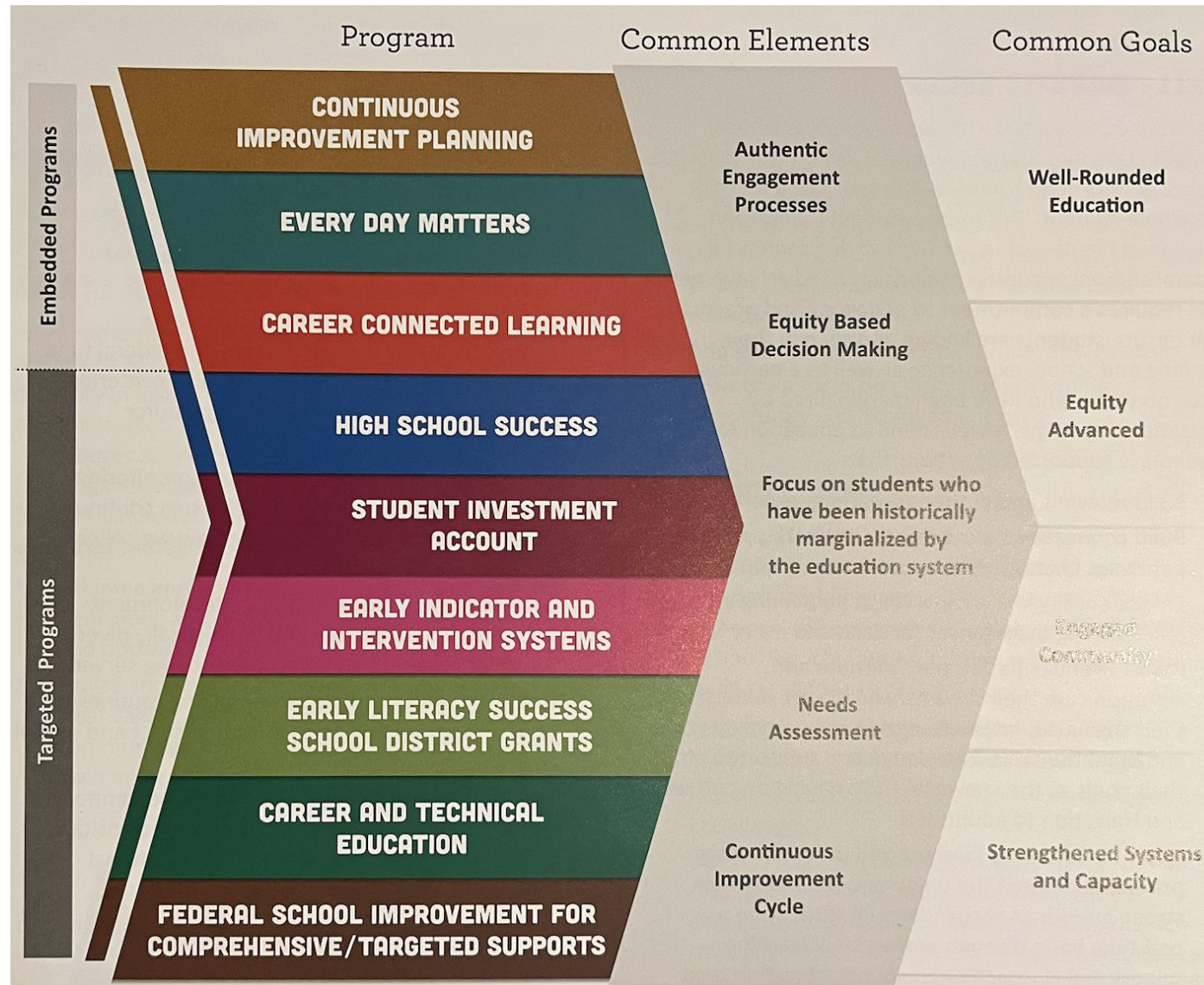
These additional supports have been critical in helping the district make steady progress in elevating students' experiences and learning. In fact, access to trained school counselors is at an all-time high and our partnerships with technical professionals to support mental health needs continue to strengthen. However, barriers that we have noticed over the past several years remain: 1) with continued growth in the number of students experiencing behavioral, emotional, and mental health struggles, the additional resources provided are not nearly sufficient; 2) we continue to face challenges to recruit and retain staff in some of these positions, particularly in special programs and student support programs; and 3) because the vast majority of our SIA funds are spent on employees, as salaries and benefits increase, maintaining our current levels of service becomes increasingly difficult.



# 23-24 Integrated Programs Annual Report Presentation

Bend-La Pine Schools

# Summary of Integrated Programs Performance Measures



# Annual Report Narrative #1

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***As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan?***

***Discuss at least one Outcome where you have seen progress in implementation.***

There have been several success points during the last year. For example, the opportunities for engagement by students and families in BLP has increased and diversified. Continued efforts for equity-focused training remained in place and the specific trainings for staff supporting multilingual students increased. Continued advancement on CTE initiatives within our schools was a hallmark during the past year. Work on consistent focus on priority standards and equitable grading practices strengthened.

One area in particular stands out: supporting students with mental health challenges. This effort advanced in a way that we have not ever experienced in BLP. We have hired several professionals with specialized skills to support students and families. This has come in the form of counselors, social workers, and student success coordinators. We have created partnerships with individuals with therapeutic skills that are able to support in the school setting. Student access to curriculum and opportunities to explore the importance of mental health has advanced through partnerships with the county in the form of UpShift, Sources of Strength, and the Forward Project.

# Annual Report Narrative #2

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***Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with?***

***Discuss at least one Outcome where you have seen challenges or barriers to implementation.***

In general, the areas where BLP has grown continue to be areas where we need to focus. In other words, the increased needs we are experiencing in our schools outpace the resources and expertise that we have to tackle these challenges. Three notable areas stand out- a shortage of professionals in the area of special education- especially educational assistants, an acute need for training and supports related to supporting students with limited language proficiency, and continued need for training and supports for students experiencing high needs that manifest in dysregulation. Additionally, with most of our funding spent on staff, as staff wages increase, the dollars continue to be stretched thin.

Substitute shortages and at times unpredictable behavior in classrooms has added to a difficulty to provide needed training for staff. It is frequent that substitutes are not available for positions which means that students with high needs cannot always depend on having support from trusted adults. Additionally, this pulls other adults into new positions to cover causing shortages in coverage, programming, relationships, and expertise. We are currently exploring new and different strategies to tackle this obstacle with our local ESD.